

COLLECTIVE AGREEMENT

Between:

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL NO. 5304**

and

KUNUWANIMANO CHILD AND FAMILY SERVICES

EFFECTIVE DATES:

December 1st, 2017 to March 31st, 2022

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment.
- 3) To encourage efficiency in operation.
- 4) To promote the morale, well-being, and security of all the employees in the bargaining unit of the Union.
- 5) To deliver services of high quality to the community served by the Employer.
- 6) Both parties agree to act in a fair and reasonable manner.

Therefore, the Employer and the Union hereby mutually agree as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes and acknowledges that the management of the Employer's operations and direction of the employees are fixed exclusively in the Employer and, therefore all rights are retained by the Employer except those specifically abridged or modified by this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order and efficiency;
- b) Hire, promote, demote, classify, transfer, layoff, recall, suspend, and retire employees, and to discipline or discharge any employee provided that a claim by a non-probationary employee that they have been discharged, demoted, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- c) Make, enforce, and alter, from time to time, reasonable policies, and procedures to be observed by the employees. When new policies or procedures are enacted, a copy shall be given to the Local President;
- d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment, and materials to be used, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof;
- e) Determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the expressed provisions of this Agreement and any express obligations and requirements contained in any applicable provincial employment-related legislation.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Union as the exclusive bargaining agent for all employees in the District of Cochrane, Sudbury, Algoma, and Temiskaming save and except supervisors and persons above the rank of supervisor, Human Resources, Finance and IT.

For the purposes of clarity, the locations include the following: Beaverhouse First Nation Brunswick House First Nation Chapleau Cree First Nation Chapleau Ojibwe First Nation Constance Lake First Nation Hornepayne First Nation Matachewan First Nation Mattagami First Nation Missanabie Cree First Nation Wahgoshig First Nation Taykwa Tagamou Nation

2.02 Work of the Bargaining Unit

Non-bargaining unit employees shall not perform the work of bargaining unit employees if such work will result in the layoff of bargaining unit employees. In order to provide job security for members of the bargaining unit, the Employer shall not contract out work of the bargaining unit if such contracting out results in the layoff of any regular employee in the bargaining unit.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

2.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of the National Representative of the Canadian Union of Public Employees when dealing or negotiating directly with the Employer. Such National Representatives shall have access to the Employer's premises when attending a meeting with the Employer.

2.05 Definition of Employee

- a) A "full-time employee" is an employee who was offered and accepted employment on a full-time basis and who is normally scheduled to work thirty-five (35) hours per week.
- b) A "part-time employee" is an employee who was offered and accepted employment on a part-time basis and who is normally scheduled to work less than thirty-five (35) per week.
- c) A "casual employee" is an employee who was offered and accepted employment on a casual basis and who works intermittently.
- d) A "permanent employee" is one who is hired for an indefinite period.
- e) A "temporary employee" may work full or part time hours and is one who is hired to:
 - I. Replace an employee who is on vacation or temporarily transferred to another position with the Employer; or on an approved leave of absence;

- II. Temporarily fill a vacant permanent position; or
- III. Work for a specific period or to perform a specific project or task provided it does not exceed twelve (12) months.

2.06 Part-time employees selected to fill a temporary vacancy shall retain their part-time status and shall return to their part-time position at the end of the assignment.

- 2.07**
- a) Provided there is no break in service of more than one (1) week, a temporary employee who is hired as a permanent employee shall have a service date based on the employee's last date of hire as a temporary employee and shall be credited with the appropriate seniority for this period.
 - b) In the event, there is a break in service of more than one (1) week, a temporary employee who is subsequently hired as a permanent employee shall have a service date based on the employee's date of hire as a permanent employee.

2.08 Wherever the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine and vice-versa unless the context requires otherwise.

ARTICLE 3 – NO STRIKES AND NO LOCKOUT

The parties agree that there shall be no strike or lockout during the term of this Collective Agreement in accordance with the Ontario Labour Relations Act.

ARTICLE 4 – NO DISCRIMINATION

4.01 No Discrimination

The Employer agrees that it will comply with the Ontario Human Rights Code, as amended. The parties acknowledge that the Ontario Human Rights Code, the Employment Standards Act, 2000, the Ontario Labour Relations Act, and the Occupational Health and Safety Act shall apply to all employees.

The Union and the employees agree that there shall be no discrimination, interference, intimidation, restraint, or coercion on the basis of sex, ancestry, colour, race, citizenship, ethnic origin, place or origin, age, disability, family status, marital status, gender identity, record of offences and sexual orientation, or any other prohibited grounds of discrimination under the Ontario Human Rights Code, as amended.

No Discrimination Due to Membership or Activity

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

ARTICLE 5 – UNION SECURITY AND CHECK OFF

5.01 Union Security

The Employer shall deduct from every employee's pay any dues, initiation fees, or assessments levied by the Union on its members.

The Union shall advise the Employer in writing of the amount of the regular Union dues. Any changes in the amount of the regular Union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice by the Employer, provided the Union gives at least 14 days' written notice of the change in Union dues.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wage's deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

At the Employer's choice, the Union dues may be paid electronically to an account identified by the Union.

5.03 New Employees

- (a) 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 and Dues Check-Off.
- (b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly hired employee who is a member of the Union, once during the employee's first week of employment, for the purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such meeting may take place in person on the Employer's premises, if both the newly hired employee and the Local Union representation work in the same office, at a time and location designated by the Employer for such meeting and shall not exceed ten (10) minutes duration. If the newly hired employee and the Local Union representative work out of different offices, such meeting will take place by phone at a time designated by the Employer and shall not exceed 10 minutes.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

- 5.05 In consideration of the deduction and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any and all claims or other forms of liability that may arise out of, or by reason of the deductions made in accordance with this Article 5.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Local Union President and the Employer's Manager of Human Resources or designate.

ARTICLE 7 – UNION-MANAGEMENT RELATIONS

7.01a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its representatives on an annual basis or when there is a change in representatives, whichever is earlier.

7.01b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours to attend meetings with the Employer. Permission to leave work during working hours for such purpose shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in meeting with the Employer shall be considered as time worked. It is understood that the Union and the bargaining unit employees will not hold meetings nor engage in other Union activities on the premises of the Employer, or during working hours without the prior written permission of the Employer, except as permitted under this Agreement.

7.02 Labour Management Committee

It is agreed that a joint Labour-Management Committee will be established with up to three (3) representatives from each of the Local Union and the Employer. This committee shall meet as required, at a mutually convenient time and date.

The committee shall discuss matters of mutual concern. Such matters need not be covered by the terms of the Collective Agreement.

The Labour Management Committee shall not have jurisdiction to negotiate amendments to the Collective Agreement nor to address grievances.

Responsibility for chairing the meetings and minute taking will be alternated between both parties.

A member of the Labour Management Committee shall have the right to attend meetings with the Employer without loss of pay. Minutes taken shall be approved and signed by members of the Labour Management Committee with copies to both parties. An agenda for meetings shall be submitted by the party requesting the meeting at least ten (10) working days prior to the date of the scheduled meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions. It is understood that if any recommendation is not accepted by either party, such matter will not be the subject of a grievance.

7.03 Health and Safety Committee

The parties agree to abide by the Occupational Health and Safety Act and its regulations. The parties further agree that there shall be a joint Health and Safety Committee, in accordance with the Occupational Health and Safety Act.

7.04 Bargaining Committee

The Employer acknowledges the right of the Union to select up to four (4) bargaining unit members to form the Union's Bargaining Committee. The Union shall endeavour to seek representation from different services across the Employer. In any event no more than two (2) employees shall be selected from any one program and no more than 25% of the permanent full-time employees in any one office of the Employer may be on the Union's Bargaining Committee. The programs are Alternative Care, Child Prevention, Child Protection, Administration support staff. The Union will advise the Employer in writing of the Union members to the Committee Members of the Bargaining Committee shall not suffer loss of regular earning while meeting with the Employer up to but not including conciliation.

7.05 Workload Management System

1. PREAMBLE

Both parties acknowledge that:

- a) The Employer has the responsibility to provide services in accordance with the *Child, Youth and Family Services Act* (as amended from time to time), Ministry standards and regulations and the Employer's policies and procedures.
- b) The ultimate responsibility for workload management rests with the Employer.
- c) All employees have a role to play in creating and sustaining a work environment that not only acknowledges the Employer's commitment to providing the necessary services but also recognizes its obligations and responsibilities to ensure the safety of children within our communities.
- d) The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff. The Employer and the Union further recognizes that the issue of workload is an ongoing concern to all.
- e) An employee cannot refuse to accept work based on workload issues.

- f) Workload does fluctuate and should be reviewed on an ongoing basis with the goal of an equitable and reasonable distribution of workload considering all factors as identified in Section 2 – Employer Responsibility.
- g) Workload cannot be based solely on numbers as other factors identified in Section 2 Management Responsibility have an impact.
- h) The employee shall make every reasonable effort to keep the Employer's Administrative and documentary requirements current to meet the programs standards and best practices as well as ensuring the children's well-being.
- i) The Employer and Union recognize that the provincial Indigenous Child and Youth Strategy is ongoing, which may have an impact on workload.
- j) The Employer and the Union are committed to ongoing participation and advocacy at the provincial level addressing the key systemic issues related to workload and staff well-being.

2. EMPLOYER RESPONSIBILITY

The Employer will take reasonable steps to address workload issues, utilizing a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include but are not limited to the following:

- a) Assign work based on equitable distribution of workload, the needs of the Employer, the individual skill level and experience, current workload and anticipated workload fluctuations. This will involve the management's knowledge and/or the employee's regular reporting of factors such as:
 - the number of cases before the court.
 - the number of investigations on open cases.
 - number of designated high-risk cases.
 - number of supervised accesses visits.
 - complexity of cases.
 - cultural practices.
 - amount of required driving time.
 - mentoring new staff/field instruction expectations.
 - team coverage issues beyond the norm.
 - a consideration of exceptional workload incurred through temporary coverage of another employee's work: i.e., leaves of absence, vacation, and prolonged illnesses.
 - all committee works.
 - introduction of new technology and systems.
 - employee attendance at training.
 - recording/administrative requirements.
 - needs and resources of the Employer.
- b) Ensure the availability of regular ongoing supervision and, when necessary, develop a work plan to address the employee's workload pressures.
- c) Ensure file transfers/case assignments are completed in a formal manner, which promotes a clear understanding of an effective transfer date and provides pertinent case information.
- d) Afford employees vacating any positions reasonable opportunity to complete any documentation requirements prior to their last day of work provided timely notice has been received by the supervisor.

- e) Fill vacancies as quickly as possible considering the needs and resources of the Employer. Filling vacancies will be completed consistent with the current Collective Agreement. Vacation approval will be subject to the operational requirements of the Employer.
- f) Conduct workload reviews minimally on a quarterly basis and more frequently as required by the Employer.

3. WORKLOAD MANAGEMENT REVIEW PROCESS

A workload review can be initiated by the Employer or the employee. When an employee believes that his/her workload is unmanageable, the employee may request a workload assessment using the following process:

- (a) The request for a workload assessment will be referred in writing to the employee's Supervisor and will be discussed at the next scheduled supervision meeting or within two weeks of the request.
- (b) Where the employee and the supervisor have not been able to arrive at a satisfactory plan, involvement and assistance will be requested from the appropriate Program Manager. The Program Manager and the Director of Services will meet with the Supervisor, the employee and a Local Union Representative, if the employee wishes to have a Union Representative present, within 7 working days of the request.
- (c) The Director of Services will issue his/her written decision concerning the workload issues within 7 working days of the meeting identified above in (b).
- (d) Case assignment will continue during the review process consistent with section 1(e).
- (e) The decision of Director of Services will be final.
Discussions of workload issues can be addressed as required by the Union and the Employer at a Labour Management Committee meeting.

4. DESIRED CASELOAD RANGES

The Employer will continue to endeavour to keep the caseload range for Child Protection workers to manageable levels as follows:

- Generic – 17 to 20 cases
- Intake and investigation – 12 to 15 cases
- Family Services – 18 to 21 cases
- Child in Care – 15-20 cases
- Alternative Care – 20 to 25 cases (plus home studies and training and recruitment activities).

NOTE: Work assignment will continue during the process consistent with section 1(e).

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01** For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

8.03 Grievance Committee

The Grievance Committee shall be composed of four (4) members of the Union. There shall not be more than 2 members of the Union (excluding the grievor) at any grievance meeting with the Employer.

8.04 It is the mutual desire of the parties that all complaints and grievances will be addressed as quickly as possible.

It is understood that any employee may present an oral complaint at any time to their immediate supervisor or designate without resorting to the grievance procedure below within 10 working days of the circumstances giving rise to the complaint or when the employee ought to have reasonably become aware of the circumstances. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate supervisor or designate. If, upon the completion of the said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner:

Step 1:

A Steward or a member of the Grievance Committee may submit a written grievance to the grievor's supervisor's manager or designate. Such grievance must be signed by the grievor and must be submitted within 10 working days of the supervisor's response to the above complaint or the failure to provide such a response within 10 working days of the said complaint being initiated. The manager shall provide a written response to the employee's grievance within 10 calendar days from the date the grievance is received at Step 1.

Step 2:

Failing settlement of the grievance at Step 1, the Steward or a member of the Grievance Committee shall present the grievance in writing to the Executive Director or designate within 10 working days from the time the reply is received or should have been received in Step 1. The Executive Director or designate shall convene a meeting with the grievor and two members of the Grievance Committee within ten (10) working days of receipt of the written grievance, or at a mutual time agreed to. If the grievor and/or the members of the Grievance Committee work outside of Timmins, the person(s) working outside of Timmins will attend the meeting by conference call or video conferencing, where available. The Executive Director or designate shall have 10 working days from the date of the meeting to render a decision in writing.

Step 3: Elders

In recognition of the unique nature of this workplace and the important role Elders play in Indigenous communities, the parties to this Collective Agreement and the employees may be provided with the opportunity to benefit from the wisdom and guidance of an Elder in attempting to resolve workplace issues if a settlement is not reached at the conclusion of Step 2.

If a settlement of a grievance is not reached at the end of Step 2, either party may propose within 10 working days of receipt of the Step 2 response to have the grievance heard by an Elder, provided however that the party receiving such proposal shall be free without repercussion to refuse such referral. The party making the request shall propose three (3) Elders. The Elder will be selected by mutual agreement of the parties.

Where the parties agree to referral to an Elder, the hearing of the grievance by the elder shall take place within twenty (20) working days of the request, unless otherwise agreed by the parties. Recommendations made by the Elder to resolve the grievance shall be in writing and are non-binding. Where the recommendations are unacceptable to either party, the grievance may then be referred to arbitration pursuant to Article 9.

Elders shall be reimbursed for travel expenses and shall be paid a per diem honorarium to be paid equally by the Employer and the Union. The Employer and the Union agree to the terms of reference for the use of Elders set out in Schedule A to this Collective Agreement.

8.05 Policy Grievance

The Union may file a "Policy Grievance" at Step 2 of the Grievance Procedure. A "Policy Grievance" is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be filed as an individual employee grievance commencing at Step 1 or group grievance. Such policy grievance shall be filed in writing within fourteen (14) calendar days of the initial incident giving rise to the complaint. The grievance must be signed by an authorized officer of the Union.

8.06 Group Grievance

In the event a number of employees have identical grievances, and each employee would be entitled to grieve separately, the employees may present a group grievance in writing identifying each employee who is grieving to the Manager, Human Resources or his/her designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall be initiated at step #2 of the grievance procedure.

8.07 The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step 2 of the Grievance Procedure. The grievance shall be filed in writing with the Union by the Manager, Human Resources or designate within 10 working days of the initial incident giving rise to the complaint or when the Manager, Human Resources ought to have reasonably become aware of the incident. A meeting shall be held between representatives of the Employer and 2 members of the Grievance Committee within 10 working days of filing the grievance, or a date that is mutually agreed upon. The grievance shall be answered in writing by the Union within 10 working days of such meeting.

8.08 Notices required to be in writing shall be deemed to be properly given if confirmed by a letter or e-mail delivered no later than the final day for giving notice.

- 8.09** All time limits fixed in this Article may only be extended by mutual agreement in writing between the Union and the Employer.
- 8.10** Decisions arrived at between the Employer, the employee and the Union on the disposition of any specific employee, Union or Employer grievance shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 8.11** Any step of the Grievance Procedure may be waived by mutual agreement in writing between the Employer and the Union.
- 8.12** It is expressly understood that an employee who has a complaint or a grievance shall follow the procedures as outlined in this Article and, during the pending investigation and determination of the validity of such complaint or grievance, shall continue to perform the duties assigned to her by management (unless he has been suspended or discharged), providing such duties do not jeopardize the health or safety of the employee.

8.13 Meeting Rooms for Grievance Meetings

The Employer shall supply a meeting room for any step 2 or step 3 grievance meeting.

8.14 Definition of Working Days

“Working day” as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday under the Collective Agreement.

ARTICLE 9 – ARBITRATION

- 9.01** Both parties to this Agreement agree that a properly constituted grievance as defined in Article 8 - Grievance Procedure, which has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 8 and which has not been settled, may be referred to a single Arbitrator or by mutual agreement to a Board of Arbitration, at the written request of either of the parties hereto.
- 9.02** Where a grievance which has not been resolved through the grievance procedure is referred to arbitration, the following procedure will apply:
- a) The party referring the grievance to arbitration shall give written notice to the other party no later than 10 working days after the response to Step 2 or, if applicable, Step 3, that it refers the grievance to arbitration and giving the names of 3 proposed arbitrators;
 - b) Within 10 working days after receiving such notice, the other party shall respond by agreeing to one of the proposed arbitrators or proposing alternative arbitrators;
 - c) Failing agreement following the referral to arbitration, a party can request the Ministry of Labour to appoint an arbitrator.
- 9.03** By mutual agreement, the parties may elect to have a board of arbitration hear the grievance instead of a single arbitrator. In such case, the party wishing to refer the grievance to arbitration must indicate in its arbitration notice, which must be given within 10 working days after the response from Step 2, that it would like the grievance to be heard by a board of arbitration and provide the name and address of its nominee.

The recipient of the notice shall inform the other party within 10 working days of receipt of the arbitration notice if it agreeable or not to the grievance being heard by a board of arbitration and, if it agrees, must provide the name and address of its nominee.

If a board of arbitration is agreed upon, the two nominees shall, within 5 working days after the second nominee is appointed, appoint a third person who shall be the chairperson of the board of arbitration. If the recipient of the notice of arbitration fails to appoint a nominee or if the two nominees fail to agree on a chairperson, any party can ask the Ministry of Labour to appoint the chairperson.

- 9.04** The time limits mentioned in this Article and in the preceding Article may only be extended by mutual agreement in writing of the parties.
- 9.05** Except where otherwise provided for in this Agreement, each of the parties hereto shall bear its own expenses with respect to any arbitration proceedings. The parties hereto shall bear jointly the expenses of the sole Arbitrator or the chairperson of the board of arbitration on an equal basis.
- 9.06** No matter may be submitted to arbitration which has not first been properly carried through all of the steps of the grievance procedure, unless otherwise agreed to in writing by the parties.
- 9.07** The Arbitrator or the Board of Arbitration shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 9.08** Should there be a decision of an Arbitrator or a Board of Arbitration, including any decision as to whether the matter is arbitrable, that decision shall be final and binding upon the parties and upon all employees affected by it. In the absence of a unanimous decision in the event that a board of arbitration is agreed upon, the majority decision of a board of arbitration shall be accepted as the decision of the Board and in the event there is no majority decision, the decision of the Chairperson will be final and binding.
- 9.09** **Mediation**
Following the referral to arbitration, the parties may mutually agree to refer a grievance to a mediator/arbitrator before the arbitration hearing. The mediator costs shall be shared equally by the parties. The mediation shall be conducted on a without prejudice basis and shall not otherwise affect any timelines or provisions of the grievance and arbitration procedures. If the grievance is not resolved by mediation, then the matter will proceed to arbitration as scheduled.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Clearing the File

Any written warning or letter of suspension will be removed from the personnel file of an employee 24 months following the receipt by the employee of such warning or letter provided the employee has been discipline free for such 24-month period. For the purpose of this provision, any absence that exceeds 30 days will not count as part of the 24-month period.

10.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended may submit a grievance at Step 2 of the Grievance Procedure.

10.03 Access to Personnel File

Upon 48 hours' notice, an employee shall have the right during normal business hours of the administration office to have access to review his/her personnel file in the presence of the Manager, Human Resources or designate. An employee who works in a location outside Timmins can only view her Personnel File, upon 48 hours' notice, when she is in the Timmins office for business purposes. For greater certainty, an employee will not be entitled to travel to the Timmins office only to view her Personnel File. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.04 Right to have Steward present

An employee shall have the right to have his/her Steward present when a written warning, suspension or discharge is imposed by the Employer.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority as referred to in this Agreement, shall mean continuous service in the bargaining unit since the last date of hire. Seniority shall operate on a bargaining-unit- wide basis.

Seniority for each permanent part-time, casual, or temporary employee is based on total hours worked since the last date of hire and 1820 hours worked equals 1 year.

11.02 Seniority List

The Employer shall maintain a seniority list for all bargaining unit employees showing the date upon which each employee's service commenced and job status (i.e. full-time, part-time, temporary, casual and students). An up-to-date seniority list shall be sent to the Union and posted on a bulletin board in each location by June 1 and December 1 of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period as outlined in Article 11.03.

An employee who does not challenge the position of her name on the seniority list within 14 calendar days from the date her name first appears on the seniority list shall not be entitled to claim any right, payment or benefit under the collective agreement related to the period from the date the seniority list was posted by the Employer and the date the employee challenges the position of her name on the seniority list.

11.03 Probationary Period

An employee shall be considered to be on probation until he has worked 910 hours from the last date of hire. A probationary period may be extended by the Employer for a period of up to an additional 300 hours worked.

Upon successful completion of the probationary period the employee shall be credited with seniority from date of last hire. During the probationary period, an employee shall be considered as being employed on a trial basis and may be discharged at the sole discretion of the Employer. A probationary employee shall have no recourse to the grievance and arbitration provisions of this agreement and an arbitrator will not have jurisdiction to entertain a grievance concerning the termination of a probationary employee, unless the Union claims the termination was in breach of the Ontario Human Rights Code, in which case the arbitrator will have jurisdiction to determine whether or not the termination was in breach of the Ontario Human Rights Code.

11.04 Loss of Seniority

Seniority will terminate and an employee will cease to be employed by the Employer when he:

- (a) resigns;
- (b) is discharged and is not reinstated through the grievance or arbitration procedure;
- (c) is laid off, without a permanent recall, for a period of eighteen (18) months or the time equal to the employee's seniority, whichever is less;
- (d) fails to return to work upon the expiration of an authorized leave of absence without providing an explanation acceptable to the Employer for the failure to return to work upon the expiration of his approved leave or uses a leave of absence, without prior written permission from the Employer, for a purpose other than for which the leave was granted;
- (e) accepts other employment or provides services while on a leave of absence including sick leave;
- (f) is absent from scheduled work for a period of 3 or more consecutive days without notifying the Employer, unless a reason satisfactory to the Employer is given for failure to notify the Employer of his absence;
- (g) fails to report to work within 5 working days after the date of the letter of recall, which letter shall be sent by registered mail or courier, unless a reason satisfactory to the Employer is given for the failure to report to work;
- (h) if absent for a period greater than 24 months due to illness or disability, unless the termination is contrary to the *Ontario Human Rights Code*;
- (i) a casual employee has been off payroll for a period of 12 consecutive months, except where such is as a result of illness or an approved leave of absence.

11.05 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her/his written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority.

In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her return to the bargaining unit.

It is agreed that an employee who has acquired seniority filling in for said transferred employee will be filling in on a temporary basis and will return to her previous position if the employee is transferred back into the bargaining unit. In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 12 – STAFF CHANGES

12.01 When a new job classification is permanently created or additional employees are permanently required in an existing job classification or a permanent vacancy arises, the Employer shall post a notice internally for a period of 7 working days. The Employer may also post such new job classification, new position, or permanent vacancy externally at the same time as it is posted internally; however, first consideration shall be given to members of the bargaining unit who apply.

12.01a) Successful Applicant

The successful applicant for a permanent full-time vacancy will receive the rate of pay of the new position if they have not been placed in the new position within twenty-eight (28) calendar days from the date the employee was awarded the vacancy.

The successful applicant for a temporary full-time vacancy will receive the rate of pay of the new position if they have not been placed in the new position within twenty-eight (28) calendar days from the date the employee was awarded the vacancy.

12.02 The notice posted internally will specify the position title, the salary range, the classification, the minimum qualifications, the essential job duties and responsibilities, the application closing date and the location.

12.03 In selecting a candidate to fill a new job position or a permanent vacancy within the bargaining unit, the Employer shall consider:

- (a) the candidate's Indigenous self-identified status, skills, ability, experience and qualifications; and
- (b) when the factors in (a) are relatively equal, seniority shall govern.

Unsuccessful applicants shall be advised of the disposition of their applications prior to the announcement of the successful applicant.

12.04 In order to be granted an interview for a job posting, an employee must:

- (a) meet the position's minimum hiring qualifications;
- (b) be capable of performing the essential duties of the job; and
- (c) have been in their current permanent position and location for at least six (6) months.

12.05 The Employer is entitled to fill a temporary vacancy that is expected to last not more than six (6) months at their discretion. Any temporary vacancy that is expected to exceed six (6) months must be posted unless otherwise agreed to in writing by the parties. Upon termination of a temporary position, the employee filling the temporary vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his/her temporary position.

12.06 Trial Period

If the successful candidate was an internal applicant, she will be placed on a 6-month trial period upon starting in the new position. During this period, the employee may elect to return to her former position. In the event the Employer decides within the 6-month trial period that the employee cannot adequately perform the duties of the position, the employee will be returned to her former position. Should the employee return or if she is returned to her former position, the filling of subsequent vacancies will be reversed.

12.07 Union Notification

The Local President shall be notified of all new hires, layoffs, recalls and terminations of employment in the bargaining unit.

12.08 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, the Employer shall advise the Local President of the rate.

If the Union disagrees with the rate, it shall, within 7 working days of receiving the Employer's notice, request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the duties of a position in an existing classification which in reality causes such position to be reclassified, the employer agrees to meet with the Union if requested by the Union, within 7 working days of receiving the Employer's notice, to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within 14 calendar days of the meeting.

Any decision by an Arbitrator or, upon the parties' mutual agreement, a Board of Arbitration shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications and comparators at other child and family services agencies within the Cochrane, Sudbury, Algoma and Timiskaming District.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 13 – LAY OFFS AND RECALLS

- 13.01** A layoff means a temporary or permanent discontinuation of work which impacts an employee in a geographical location that is short term or long term in nature. A short-term layoff is a layoff that is expected to last not more than 13 weeks. A long-term layoff is a layoff that is expected to last more than 13 weeks.
- 13.02** In the event of a planned long-term layoff, the Employer will give the Union thirty (30) calendar days' notice prior to the date of layoff.
- 13.03** An employee who has been notified of a long-term layoff shall inform, in writing, the Employer of his election under 13.08 below within 3 business days from receiving his notice of long-term layoff. Within 2 business days of receiving the employee's written election, the Employer will meet with the affected employee to identify their bumping or transfer options. The employee may be accompanied by a steward. A laid off employee and/or the steward who works outside of Timmins will attend such meeting by conference call or video conferencing, where available.
- 13.04** An employee who, under paragraph 5 above is permitted by the Employer to transfer to a vacant position or to bump the most junior employee in his classification in another geographical location or accepts a recall to another geographical location, shall be responsible for any relocation costs or travel costs to the geographical location to which he agrees to work. For clarity, the Employer will not have to pay any moving costs or any travel costs for the employee to commute from her pre-bumping, pre-transfer or pre-layoff geographical location to her post-bumping, post-transfer or post-recall geographical location.
- 13.05** A part-time employee who is subject to a long-term layoff shall not be entitled to displace a full-time employee.
- 13.06** Employees shall be laid off and recalled on the basis of reverse seniority in the affected classification and geographic location provided that the remaining senior employees have the Indigenous self-identified status, and the skills, ability, qualifications and experience to efficiently perform the remaining work without training.
- 13.07** The Employer will notify employees of a planned long-term layoff at least fifteen (15) calendar days prior to the date of layoff. It is understood that a notice of long term lay-off will only apply to the employee that is initially affected by the planned long-term layoff and not to the employee who is being laid off because she has been displaced by a more senior employee.

13.08 An employee subject to a long-term layoff may elect:

- (a) to transfer to a vacant position provided he has the skills, ability, qualifications and experience to perform the work without training; or
- (b) to accept the layoff and be placed on the recall list for a period of eighteen (18) months or the time equal to the employee's seniority, whichever is less.
- (c) to displace the least senior employee in the same classification in another location provided he has self-identified as of the date of hire as having Indigenous status and has the skills, ability, qualifications and experience to perform the work in the position in which he intends to bump without training, subject to 13.07 below; or
- (d) accept the lay-off, waive the right of recall, resign and receive termination pay and severance pay, if applicable, mandated by the *Employment Standards Act, 2000*, as amended from time to time.

13.09 An employee subject to a long-term layoff has the right to bump another employee with the least seniority in the same classification in another location where their skills, ability, qualifications and experience are judged by the Employer to be relatively equal. An employee who has not self-identified herself as an Indigenous member may not bump an Indigenous self-identified employee.

ARTICLE 14 – HOURS OF WORK

14.01 The following paragraphs are intended to define the normal hours of work and shall not be construed as a guarantee of any specific working hours or working schedules nor as a guarantee of hours of work per day nor as to hours of work or of days of work per week.

14.02 The normal work week for permanent full-time employees shall be 35 hours per week and the normal workday for permanent full-time employees shall consist of 7 hours excluding one-hour unpaid meal period.

Employees who work 7 hours per day shall have a rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift. Employees who work 4 hours or more but less than 7 hours per day shall have one rest period of fifteen (15) consecutive minutes during their shift.

14.03 The regular hours of operation are 8:30 a.m. to 4:30 p.m. Monday to Friday for all employees. Employees may be required to work outside regular hours of operations.

ARTICLE 15 – FLEX TIME AND OVERTIME

15.01 The Employer and the Union recognize that the nature of the services provided by the Employer requires flexibility in the employees' hours of work. Flex time is defined as any hours worked that exceed 7 hours per day but that does not exceed 42 hours per week or any time the employee starts or end their shift outside the regular hours of operation. Flex time must be approved in writing by a manager before it is worked and are subject to the following:

- (a) When the weekly hours worked does not exceed 42 hours worked per week, the flex time hours will be compensated as time off in lieu of pay at one time the employee's regular rate of pay.
- (b) Such time off must be taken within the same pay period in which the hours were worked. When this is not possible, the time off may be taken within the next pay period upon approval. When this is not possible, as determined by the Employer, the hours may be banked up to a maximum of 14 hours and such banked hours must be depleted by the end of the fiscal quarter in which the flex time was worked.
- (c) The Employer, at its sole discretion, may pay the flex time in lieu of granting time off.

15.02 Overtime is defined as any hours that exceed 42 hours per week. All overtime hours must be approved in writing by a manager before they are worked and are subject to the following:

When such weekly overtime hours result in an excess of 42 hours worked per week, such overtime hours will be compensated at one and a half times the employee's regular rate of pay for all hours in excess of 42 hours worked per week.

15.03 Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid. However, time worked on a paid holiday shall be counted as part of the normal workweek.

15.04 Minimum Call-Back Time

An employee who is not on-call and is called back to work after having left the workplace at the end of her shift shall accrue flex time equal to three (3) hours at the overtime rate.

15.05 Time Off In lieu of Overtime

Instead of payment for overtime, an employee may elect, in writing, to receive time off at the overtime rate set out in article 15.02.

15.06 An employee required by their immediate manager to work more than two hours of overtime in a day shall be provided with a meal or an allowance of fifteen dollars (\$15.00) by the Employer.

ARTICLE 16 – ON CALL DUTY

16.01

- 1. "On-Call" means a period of time that is not a regular working period and during which an employee keeps herself available for immediate call to work.
- 2. The On-Call tours are:
 - a) Monday 4:30p.m. to Friday 8:30a.m.
 - b) Friday 4:30p.m. to Monday 8:30a.m.

3. All qualified employees, as determined by the Employer, are required to perform On-Call duty, as scheduled by the Employer.
4. All employees performing On-Call duty shall be paid at the rate of \$412.50 per tour. The On-Call rate shall include all hours worked as a result of being called out to work.
5. Employees who are scheduled for On-Call duty must remain close to their home and have access to internet and must be able to be reached by cell phone.
6. In the event of unforeseen office closures, the On-Call duty system shall be in effect and there shall be no additional compensation.

16.02 Escort Duties

A full-time employee escorting children in care during regularly scheduled working hours shall flex their schedules. In the event that the employee is required to escort a child in care beyond the employee's scheduled work hours, flex time shall be accumulated at straight time.

ARTICLE 17 – HOLIDAYS

17.01 The Employer recognizes the following holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	National Indigenous Peoples' Day
Canada Day	Civic Holiday
Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

1. Employees who are not required to work on the above noted holidays will be paid holiday pay, unless they failed without reasonable cause to work all of their regularly scheduled day of work before or all of their regularly scheduled day of work after the recognized holiday. Holiday pay will be paid in accordance with the *Employment Standards Act, 2000*, as amended.
2. Employees who are not on-call pursuant to Article 16 but are required to and do work on any of the above noted holiday will be paid in accordance with the *Employment Standards Act, 2000*, as amended.
3. All permanent full-time employees who have completed their probationary period are also entitled to three floaters per calendar year (pro-rated for a partial year of employment). An employee who wishes to take their floater must request such time off in accordance with the Employer's policies. Any unused floater cannot be carried over to the following year and will not be paid at the end of the calendar year or at the time of termination.
4. The Employer shall recognize any other day (not listed in Article 17.01) declared as a statutory holiday by the Ontario Government.

ARTICLE 18 – VACATION

18.01

1. All permanent full-time employees will be entitled to the following vacation time off and vacation pay:

Years of employment since last date of hire	Vacation time off	Vacation pay is based on base salary earned
Less than 5 years of employment	3 weeks	6%
5 years but less than 8 years of employment	4 weeks	8%
8 years of employment or more	5 weeks	10%

2. Permanent part-time, casual, and temporary employees shall be entitled to 2 weeks of vacation time off per completed calendar year with vacation pay equal to 4 % of wages.
3. The vacation year shall be from January 1st to December 31st. Vacation accrues on a monthly basis. Effective January 1st, 2018, employees will accrue and will be required to take their accrued vacation time off in the same vacation year.
4. If an employee fails to take all of their accrued vacation by December 31, the accrued vacation time off will be scheduled by the Employer or, at its discretion, may be paid out by March 31 of the following year.
4. Employees may not take vacation time off during their probationary period or that has not been accrued.
5. Employees must take their accrued vacation time off in the applicable vacation year. However, an employee who wishes to carryover some of their accrued vacation may request, in writing, to their immediate supervisor, before November 1st, permission to carryover up to 35 hours of vacation to the following vacation year. If permission for the carryover is granted by their immediate supervisor, the employee must use the carried over vacation hours prior to March 31 of the following vacation year, otherwise the vacation time off will be scheduled by the Employer or, at its discretion, may be paid out by March 31.

- 18.02** If a holiday set out in Article 17 is observed during an employee's vacation period, she shall be granted an additional day's vacation for each holiday observed during her scheduled vacation.

18.03 Vacation Pay on Termination

An employee whose employment is terminated, or an employee terminating her/his employment, shall be paid their accrued vacation pay to the last day worked.

- 18.04** Vacation time off shall be requested, in writing on the prescribed form, to the employee's immediate supervisor, and shall be scheduled as follows:

- a) By March 15th each year, employees must request their vacation time off for the period from May 1st to October 31st of that year. By April 1st of each year, employees who requested their vacation by March 15th of that year, shall be advised of the vacation schedule for the period from May 1st to October 31st of that year. During the period from June 1st to September 30th, employees may not take more than 2 consecutive weeks of vacation time off. Vacation time off requested by March 15th shall be granted by seniority within the district, subject to the Employer's operational needs.
- b) By September 15th each year, employees must request their vacation time off for the period from November 1st of the current year to April 30th of the following year.

By October 1st of each year, employees who requested their vacation by September 15th of that year, shall be advised of the vacation schedule for the period from November 1st of the current year to April 30th of the following year. Vacation time off requested by September 15th shall be granted by seniority within the district, subject to the Employer's operational needs.

- c) Any employee who does not submit his vacation request by the dates above will forfeit his seniority rights to vacation preference. Remaining vacation shall be scheduled on a first-come, first-served basis, subject to the approval of the employee's immediate supervisor.

18.05 A permanent full-time employee shall be entitled to request and shall receive, subject to Article 18.04, her vacation in an unbroken period of one week or in single days as requested by the employee.

18.06 A permanent full-time employee who is admitted into a hospital (which does not include a visit to the emergency department) during her vacation will have her vacation replaced by accrued sick time and/or short-term disability benefits (if the short-term disability application is accepted) while she is an in-patient at a hospital provided the employee provides a medical certificate to the Manager, Human Resources signed by the treating physician which certifies the fact that the employee was admitted into the hospital and the dates on which the employee was admitted into and discharged from the hospital.

ARTICLE 19 – SICK LEAVE

- 1. All permanent full-time employees who have completed their probationary period shall accrue 10 paid days of sick leave credits per calendar year, pro-rated for a partial year of employment. Sick leave credits may be used for the employee's illness or injury, her medical appointments, to attend to an ill or injured family member or to accompany a family member to a medical appointment. The term "family member" is as defined in Ontario Regulation 476/06 of the Employment Standards Act, 2000 (family medical leave).
- 2. Unused sick leave may be accumulated to a total of 10 days. Once an employee Accumulates 10 days of sick leave, the employee will cease accruing sick leave days until their sick leave bank falls below 10 days.

3. If a permanent full-time employee is unable to attend work because of her illness or injury for more than 5 workdays, she will be entitled to take up to 5 days of sick time provided that she has such sick time in her bank, after which time she must apply for short-term disability benefits.
4. If a permanent full-time employee is ill or injured and she does not have any sick time in her bank, she will be placed on unpaid leave until her short-term disability application is approved. The employee may use vacation time off or accumulated flex time for illness or injury.
5. Unused sick leave credits will not be paid at the end of the calendar year or upon termination of employment.
6. Any employee (including permanent full-time, permanent part-time, temporary and casual employees) who is absent for 3 consecutive days or more must submit a medical certificate from a physician. In such case, the employee shall bear the cost of the medical certificate. Also, the Employer may request the employee to provide a medical certificate for any absence where the employee claims paid or unpaid sick leave whenever it suspects that sick leave is being abused. In such case, the Employer shall bear the cost of the medical certificate. An employee who is on a leave of absence due to illness or injury and who is not in receipt of short-term or long-term disability benefits will provide to the Employer a medical certificate each 30 days from her treating physician or nurse practitioner. In such case, the employee shall bear the cost of the medical certificate.
7. Any employee (including permanent full-time, permanent part-time, temporary and casual employees) who will be away from work must call their supervisor on their work cell phone before the start of their workday and advise her of the nature of the absence and the expected date of return to work. If the employee was unable to speak to their supervisor, she must leave a message on their supervisor's voice mail and contact reception during working hours.
8. Time off compensable under the Workplace Safety Insurance Act cannot be charged to sick leave.

19.01 Workplace Safety and Insurance Coverage

The Employer shall continue to pay its premiums mandated by the *Workplace Safety and Insurance Act*.

ARTICLE 20 – LEAVES OF ABSENCE

20.01 General Leave

The Employer, at its sole discretion, may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. Such request to be in writing and is subject to the approval of the Executive Director or designate. Employees on approved leave of absence must not engage in any gainful employment and may not use such leave of absence for a purpose other than for which it was granted. Sick days and vacation will not accrue during such leave of absence. The employees' benefits coverage will end at the end of the month in which the leave commences. The Employer's pension plan contributions will cease on the day the leave commences.

20.02 Leave for Union Function

Subject to operational requirements, the Employer shall grant a leave of absence to attend Union functions, to no more than two (2) employees at any one time and up to a total 20 days per fiscal year. In requesting such leave of absence for an employee, the Union must give at least two (2) weeks' written notice to the Executive Director or designate. The Union shall reimburse the Employer for receipt of such pay the employee's regular pay during such leave of absence.

Upon request of the Union and subject to the operational requirements, the Employer agrees to grant a leave of absence of up to a total 10 days per every second fiscal year for any two (2) members for the C.U.P.E. to attend C.U.P.E.'s National Convention. In requesting such leave of absence for an employee, the Union must give at least two (2) weeks' written notice to the Executive Director or designate. The Employer shall pay the 2 employees their regular pay during such leave and the Union shall reimburse the Employer for the employees' regular pay.

20.03 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or step-child, child's spouse, sibling, parent or step-parent, mother and father-in-law, sister and brother-in-law, grandchild, step-grandchild and grandparent, or any other relative who has been residing in the same household as the employee for a significant period of time, the employee shall be entitled to leave of absence without loss of pay for up to five (5) consecutive days, which shall include the day of the funeral/service/celebration of life.
- b) In the event of death of an employee's first cousins, aunts, uncles, nieces and nephews, the employee shall be entitled to leave of absence without loss of pay for three (3) days, which shall include the day of the funeral/service/celebration of life.
- c) The employee will notify her supervisor or designate of the bereavement at their earliest convenience. Upon request from the Employer, the employee will provide proof of death acceptable to the Employer.
- d) The employee will be allowed to save one day to attend the funeral/service/celebration of life.

20.04 Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act, 2000 as amended from time to time.

- a)(i) An employee who is pregnant and who has been employed by the Employer for at least 13 weeks before the expected birth date shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- b) An employee who does not apply for leave of absence under 19.08 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- c) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- d) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- e) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

20.05 Parental Leave

- (i) An employee who becomes a parent of a child, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care, custody and control of the employee, shall be entitled to parental leave.
- (ii) A "parent" means the birth mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as her or his own.
- (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the employee. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and up to thirty-seven (37) weeks in duration if he/she did not.

- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks' written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks' written notice prior to the Employee's return.

20.06 Training Leave

Where the Employer requires an employee to attend training (such as first aid, modules required by the MCYS), it shall pay the full cost of the training. The Employer shall not be required to pay for any other training requested by an employee unless approved in advance by the Employer.

ARTICLE 21 – EMPLOYEE PROTECTION – LEGAL LIABILITY

- 21.01** The Employer shall pay the full premium cost for professional liability insurance as required for all employees.
- 21.02** In a situation where an employee is assaulted or threatened in the course of the employee's duties, the employee shall consult the Employer prior to laying any charges including assault or obstructing a peace officer.
- 21.03** Subject to the terms, conditions, rules and regulations of the insurer, the insurance shall provide stipulated payments for legal counsel and related legal costs or shall provide legal counsel for employees who are being sued in the civil courts for a reason arising directly out of the performance of authorized Employer's duties.

ARTICLE 22 – RATES OF PAY

- 22.01** The Employer shall pay salaries in accordance with Schedule "A" attached hereto and forming part of this Agreement. On every pay day, each employee shall be provided with an itemized statement of their wages and deductions.
- 22.02** Employees will progress to the next increment on their salary grid after being at their rate of pay for a period of 12 months.
- 22.03 Rates of Pay on Promotion**

An employee who is promoted to a higher paying classification shall be placed on the pay scale for the higher paying classification at the step that is closest to her rate of pay prior to her promotion and which gives her an increase in pay. The employee shall be required to work another 12 months in order to move to the next step on the salary grid of the position in which she was promoted.

22.04 Rates of Pay on Temporary Assignments or Temporary Positions

An employee who is temporarily assigned to perform the duties of a higher paying classification in the bargaining unit for a period exceeding three (3) working days shall be paid, from the first day of the temporary assignment, the rate of pay on the pay scale of the higher paying classification that is closest to her rate of pay prior to the temporary assignment and which gives her an increase in pay. An employee who applied for and accepts a temporary position in a lower paying classification shall receive the rate of pay in the classification in which she is temporarily assigned, which is closest to her rate of pay in her permanent classification and which will not result in a pay increase to the employee. If an employee is unilaterally assigned by the Employer to a lower paying classification on a temporary basis, her rate of pay will not be reduced.

ARTICLE 23 – EMPLOYEE BENEFITS

1. Permanent full-time employees who have completed the applicable waiting period shall be eligible to participate in the health and welfare benefit plans of the Employer, subject to the terms of the applicable plan documents. The Employer shall pay 100% of the premium costs of insurance or will be self-insured for extended health care, vision and dental. The Employer shall pay 100% of the premium costs of basic life insurance, basic accidental death and dismemberment, critical illness, short-term disability and long-term disability insurance. The applicable waiting period for health and welfare benefits is 3 months of continuous employment.
2. The Employer may at any time elect to purchase insurance for the benefits which are currently self-insured and/or substitute another carrier or carriers to underwrite the insured benefits provided that the level of benefits are not decreased, as a whole. Any change in the carrier and any significant changes to the benefits will be communicated to the employees and the National Representative.
3. An employee's participation in O.M.E.R.S. during a leave of absence without pay or a Layoff will be subject to the terms and conditions of O.M.E.R.S. An employee who is on a leave of absence or layoff shall cease to participate in the Employer's health and welfare benefits plans and shall stop accruing sick leave upon the start of the leave or the effective date of layoff with the following exceptions:
 - a) While on any leave set out in the Employment Standards Act, 2000 as amended that requires the continuation of the health and welfare benefits.
 - b) While in receipt of STD or LTD benefits for a maximum period of 12 months; or
 - c) While the employee is in receipt of WSIB benefits for a maximum period of 24 months.

ARTICLE 24 – PENSION

24.01 O.M.E.R.S

All permanent full-time employees who are hired on or after September 1, 2017, must participate in O.M.E.R.S. Permanent full-time employees hired prior to September 1, 2017, have the option of (a) participating in O.M.E.R.S., or (b) waiving their participation in O.M.E.R.S. and the employee and the Employer paying into the permanent full-time employee's RRSP the contribution as stated on the pension plan form completed by the employee prior to September 1, 2017. It is understood that the employee's contributions to O.M.E.R.S. or to her RRSP will be deducted by the Employer through payroll deductions and remitted to O.M.E.R.S. or the employee's RRSP administrator.

Temporary and part-time employees have the option of participating in O.M.E.R.S., provided that they meet the requirements set out in the Pension Benefits Act (Ontario).

Employer and employee contributions in O.M.E.R.S. will be as established by O.M.E.R.S.

ARTICLE 25 - TRAVEL REIMBURSEMENT

25.01

a) Vehicle

Employees who are required to travel for business must have a personal vehicle that is maintained in a safe mechanical condition and is suitable for transporting clients (including children) and must have automobile insurance for business use with a rider for third-party liability in the minimum amount of \$2,000,000.00 and property damage coverage. Employees are responsible to advise their insurance company of any changes in the use affecting their insurance policy as well as the frequency of business use. Proof of insurance (which includes proof of \$2,000,000.00 liability coverage) must be provided to the Manager of Human Resources by March 31st of each year and upon renewal.

Employees who use their personal vehicle for Employer business as approved by their supervisor or in accordance with the Employer's policies will be paid at the rate of \$0.59 per kilometre.

Employees who are required to pay for parking shall be reimbursed upon submission of receipt(s).

b) Meals and Incidentals

The Employer will only authorize a meal claim if the employee must travel for Employer business over 100 kilometers one way from her office, provided that transporting is not a main duty of the employee. An employee who is entitled to a meal claim under the previous sentence will not be eligible for such meal claim for a breakfast on the day the employee leaves the city or town in which she resides and/or a supper on the day she returns to the city or town in which she resides, provided that she returns before 6:30pm. The amount of meal reimbursement shall be as follows, subject to providing receipts to substantiate their meal(s):

Breakfast: \$12.00

Lunch: \$15.00

Supper: \$30.00

An employee who travels for business overnight can claim the sum of \$6.00 for all incidentals per night.

ARTICLE 26 – GENERAL CONDITIONS

26.01 Bulletin Board

The Employer shall provide a bulletin board in each workplace which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars and Union activities. Such notices must be approved and initialled by the Executive Director or designate within a reasonable time frame prior to being posted.

26.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of ratification by the bargaining unit employees and by the Employer's Board of Directors and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

26.03 Workplace Violence and Workplace Harassment

The Employer shall comply with its obligations under the Occupational Health and Safety Act regarding workplace violence and workplace harassment.

ARTICLE 27 – TERM OF AGREEMENT

27.01 The term of this Agreement shall be from December 1st, 2017, to March 31st, 2022, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

KCFS Salary Grid - Union

**Salaries based on 1. Title 1 no exp 2. 0 hrs/yr/ bachelor degree and/or relevant exp 3. 10 yrs/ masters 1% increase per annum

Jobs	Entry Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17
Administration																		
Receptionist	39029	39419	39813	40212	40614	41020	41430	41844	42263	42685	43112	43543	43979	44419	44863	45311	45765	46222
Administrative Support Worker	42132	42553	42979	43843	44281	44724	45171	45623	46079	46540	47005	47475	47950	48430	48914	49403	49897	50396
Part-Time Staff																		
Maintenance Workers	18	18.18	18.36	18.55	18.73	18.92												
Part-Time Drivers	21	21.21	21.42	21.64	21.85	22.07												
Protection																		
Case Aides	42132	42553	42979	43843	44281	44724	45171	45623	46079	46540	47005	47475	47950	48430	48914	49403	49897	50396
HRIS	70331	71034	71745	72462	73187	73919												
Child Protection Workers/CIC/ACW	59312	59905	60504	61109	61720	62338	62961	63590	64226	64869	65517	66173	67503	68178	68859	69548	70243	70946
Family Navigator	54296	54839	55387	55941	56501	57066	57636	58213	58795	59383	59977	60576	61182	61794	62412	63036	63666	64303
Prevention																		
Jordan's Principal Worker/Family Wellness	54296	54839	55387	55941	56501	57066	57636	58213	58795	59383	59977	60576	61182	61794	62412	63036	63666	64303
Reintegration Worker/Education Liaison/Community Wellness Worker/Housing Support Worker	45665	46122	46583	47049	47519	47994	48474	48959	49449	49943	50443	50947	51456	51971	52491	53016	53546	54081
Case Manager of Wellness/Prevention	50577	51083	51594	52110	52631	53157	53689	54225	54768	55315	55868	56427	56991	57561	58137	58718	59306	59899
Family Support Worker/in Home Life Skills Educator/Child & Youth Worker/TAY	50656	51163	51674	52191	52713	53240	53772	54310	54853	55402	55956	56515	57080	57651	58228	58810	59398	59992

SCHEDULE 'A'
Terms of Reference for Elders under Article 8.04 of the Collective Agreement

1. Qualifications of an Elder

(i) To qualify as an Elder for the purposes of selection under Article 8.02 of the Collective Agreement, the Elder shall have one or more of the following qualities:

- (a) A spiritual leader;**
- (b) A community leader; and/or**
- (c) Expertise or experience in employment or labour relations.**

(ii) An individual will not be eligible for selection as an Elder under Article 8.02 of the Collective Agreement if the individual is:

- (a) An employee of the Employer;**
- (b) A member of the Employer's Board of Director;**
- (c) Related to any party directly involved with the grievance;**
- (d) A representative or executive member of the Union.**

2. Selection and Role of the Elders

- (iii) Elders will be selected by mutual agreement between the Employer and the Union.**
- (iv) Elders will apply their experience, traditions, values and beliefs to facilitate grievances through a non-binding dispute resolution process.**

3. Process

- (v) The Elder shall be provided with a copy of the grievance and all information, verbal or written, related to the dispute in question.**
- (vi) The Elder shall have discretion to select the process to be used to inquire into the grievance in order to make non-binding recommendations outlined in Article 8.02 and shall inform the Employer and the Union of the process, if requested by a party.**

SIGNED THIS 20 DAY OF April 2023.

FOR KUNUWANIMANO CHILD AND
FAMILY SERVICES

Sybilis Kordel
Kelly Laper

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES LOCAL 5304

[Signature]
[Signature]
[Signature]

