



**Children's  
Aid Society**  
Of Oxford County

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CHILDREN'S AID SOCIETY  
OF OXFORD COUNTY**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND  
ITS LOCAL 2193**

**Duration of Agreement: April 1, 2021 to March 31, 2024**

INDEX		Page No.
Article 1	Purpose	4
Article 2	Recognition	5
Article 3	No Discrimination	6
Article 4	Union Security and Check-Off	6
Article 5	Management Rights	7
Article 6	Union Representation	8
Article 7	Union Representation on Board Committees	9
Article 8	Grievance Procedure	10
Article 9	Arbitration	11
Article 10	No Strikes - No Lockouts	13
Article 11	Employee Development	13
Article 12	Probation	14
Article 13	Employee Protection	14
Article 14	Seniority	16
Article 15	Layoff, Recall	17
Article 16	Vacancies and Transfers	19
Article 17	Termination	21
Article 18	Hours of Work	22
Article 19	Overtime	24
Article 20	Holidays	24
Article 21	Annual Vacation	25
Article 22	Self-Funded Leave Plan - General Terms and Conditions	27
Article 23	Pregnancy and Parental Leave	29
Article 24	Sick Leave	30
Article 25	Special Leaves	30
Article 26	Reimbursements	31
Article 27	Health and Welfare Benefits	32
Article 28	Classification and Payment of Wages	35
Article 29	Technological Changes	35
Article 30	Duration of Agreement	35

INDEX	Page No.
Letters of Understanding	37
<b>Attachments:</b>	
➤ Schedule A	38
➤ Schedule B	39
➤ Schedule C	40
<b>Letters of Understanding:</b>	
➤ Provincial Discussion Table and Sub-Committees (PDT)	41
➤ Local Superior Provisions (PDT)	42
➤ Human Resource Adjustment Plans (HRAP) (PDT)	43
➤ Temporary, Casual and Contract Employees	50
➤ Workload	52
➤ Joint Health & Safety Committee ( <i>Violence, Harassment and/or Bullying the Workplace</i> )	56
➤ Return to Work Issues	57
➤ Flex Time Guidelines	58
➤ Clarity of Article 18.02	59
➤ Accumulated Overtime Pay Out	60
➤ Commitment to Equity, Diversity and Inclusion	61
➤ After Hours Continuity	63

**B E T W E E N:**

**CHILDREN'S AID SOCIETY OF OXFORD COUNTY**  
(hereinafter called the "The Employer")

**OF THE FIRST PART**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2193**  
(hereinafter called the "The Union")

**OF THE SECOND PART**

**ARTICLE 1 • PURPOSE**

1.01 The general purpose of this Collective Agreement is to establish and maintain a Collective harmonious relations between the Employer and its Employees in order to create mutually satisfactory working conditions for all those employees subject to the provisions of this Collective Agreement, to promote the morale, well-being and security of all the employees in the bargaining unit of the Union, and to provide procedures for the prompt and equitable resolution of disputes.

The Children's Aid Society of Oxford County is a trusted ally to families, communities & cultures increasing safe, nurturing environments for children and youth to grow and succeed.

To this end, it is the purpose of both parties to the Agreement:

- a. To improve relations between the Employer and the Union and provide fair and consistent treatment for all employees.
- b. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment etc.
- c. To provide working conditions that result in effective achievement of program objectives, staff development and growth.
- d. To promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- e. To promote and maintain harmonious relations between the Employer and the members of the Union.
- f. To promote and recognize the value of having a diverse and inclusive workforce.

## **ARTICLE 2 • RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of The Children's Aid Society of Oxford County, save and except the Executive Assistant, Director of Finance and Property, Human Resources Coordinator, Finance Coordinator, IT Coordinator, Supervisors, Legal Counsel, Coordinator of Public Relations and Development, Director of Services, Legal Mentor/Coordinator, Senior Legal Counsel, Property Coordinator, Quality Assurance Coordinator and persons above the rank of Supervisor. The Employer shall notify the Union thirty (30) days in advance of any position created outside of the bargaining unit.
- 2.02
- a. The term "employee" or "employees" as used in this Agreement unless clearly specified otherwise, shall mean only those employees who are included in the bargaining unit as defined in 2.01 above.
  - b. The term "full-time employees" applies to employees who are regularly scheduled to work thirty-five (35) hours per week.
  - c. The term "part-time employees" applies to employees who are regularly scheduled to work less than thirty-five (35) hours per week.
  - d. The term "casual employees" applies to employees who work on an "as-needed" basis for the agency with no regularly scheduled or consistent work. It is anticipated that the need for and number of casual employees will fluctuate at any point in time based upon the needs of the organization. The Collective Agreement shall apply to casual employees as set out in Article 29 of this Collective Agreement.
  - e. **Part-Time and Casual Employees**: The following Articles will be pro-rated for regularly scheduled part-time employees only. The relevant Articles are Article 18, Article 20, Article 21, Article 24, and Article 25, Article 27.01 and Article 27.02.
  - f. Any reference to Seniority throughout this Collective Agreement will be calculated as per Articles 14.01 and 14.07.
  - g. For the purposes of calculation of Vacation entitlement under Article 21, calculation of one year of service shall be based on fifteen hundred (1500) hours of service.
  - h. Casual employees may be scheduled as required and may work any day of the week. Casual employees will be paid ten percent (10%) in lieu of paid Holidays set out in Article 20, Vacation set out in Article 21, Sick Leave set out in Article 24, Special Leaves set out in Article 25 and Health and Welfare Benefits set out in Article 27.
  - i. Casual employees and part-time employees move on the grid set out at Schedule "A" with fifteen hundred (1500) hours worked being equal to one (1) year.

- 2.03 The term "Local" as used in this Agreement, unless clearly specified otherwise, shall mean Local 2193 of the Canadian Union of Public Employees.
- 2.04 No employee shall be required or permitted to make any written or verbal agreement with the Society or their representative, which conflict the terms of this agreement.
- 2.05 No member of management or other employees specifically excluded from the bargaining unit shall perform bargaining unit work if it results in the layoff of a bargaining unit employee

### **ARTICLE 3 • NO DISCRIMINATION**

- 3.01 The Employer and the Union agree that there shall be no discrimination with respect to any employee by reason of any protected ground under the Human Rights Code, membership in political parties, membership or non-membership in the Union or for exercising the employee's rights under the Collective Agreement. For purposes of information, the current protected grounds under the Human Rights Code are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed sex, sexual orientation, record of offences, marital status, family status or disability, marital status (including single status), gender identity, gender expression, receipt of public assistance (in housing only), record of offences (in employment only), sex (including pregnancy and breastfeeding), sexual orientation. If any other amendments are added or revised to the Human Rights Code, it will automatically be applicable to this agreement.
- 3.02 The Employer, Union and employees agree to abide by the applicable provisions of the *Occupational Health and Safety Act, as amended from time to time*.

### **ARTICLE 4 • UNION SECURITY AND CHECK-OFF**

- 4.01 All employees as a condition of employment shall pay regular Union dues in the amount prescribed by the Union as applicable for all employees.
- 4.02 The Employer agrees to deduct from the pay cheques of all employees specified in 4.01 above, the dues as prescribed by the Union to the Employer. The Employer further agrees to remit the dues, together with a record of those from whose paycheques deductions have been made, to the National Secretary-Treasurer of the Canadian Union of Public Employees and the Local Union on or before the 1st of each month.
- 4.03 Dues check-off shall continue during the lifetime of this Agreement or any renewal thereof, and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement.
- 4.04 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to provide such employee with a copy of the Collective Agreement. The Employer shall notify the employee and the Union in writing, of all new members of the bargaining unit, and of the new employee's Classification and

Salary.

- 4.05 The Employer agrees to provide all employees with an electronic copy of the Collective Agreement, via email and it will be available on the internal digital platform.
- 4.06 The Employer will include the amount of Union dues deducted on the annual Income Tax (T-4) slips.
- 4.07 The Employer shall provide the Local Union the name, address and phone number of each newly hired employee as defined in Article 2.01 as soon as reasonably possible after date of hire and shall update the list when changes occur.
- 4.08 Each new employee will be introduced to the steward for their area by Human Resources as soon as reasonably possible after starting employment and shall be allowed a fifteen (15) minute meeting with the steward without loss of pay for either to allow the steward to acquaint the new employee with the Collective Agreement and the Union.
- 4.09 The Union agrees to indemnify and save the Employer against any and all suits, claims, demands and liabilities that may arise now or in the future out of the application of any provision in this Article.
- 4.10 **Contact Information:** The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers such as cellular numbers), work email and, if available, personal email.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence and the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis.

**ARTICLE 5 • MANAGEMENT RIGHTS**

- 5.01 The Union recognizes the rights conferred upon the Employer by Statute and the rights of the Employer to maintain order, discipline and efficiency and to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for just and proper cause, provided that procedures contrary to this Agreement are not used, and provided that a claim of discriminatory promotion or demotion, or a claim that an employee subject to Article 12.03 has been discharged or disciplined without just and proper cause, may be the subject of a grievance and dealt with under the grievance provisions of this Agreement. A probationary employee shall be entitled to grieve discharge subject to Article 12.03.

- 5.02 The Union further recognizes the rights of the Employer to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its offices or places of employment, the methods, processes and means of performing the various works are solely the right and responsibility of the Employer, as is the right to decide on the number of employees needed by the Employer at any one time. Also the right to make assignments and transfers of any employees are solely and exclusively the responsibility of the Employer.
- 5.03 The Employer has the right to make and alter from time to time rules and regulations to be observed by the employees. The Employer agrees that any such rules will not conflict with the provisions of this Agreement.

## **ARTICLE 6 • UNION REPRESENTATION**

- 6.01 The Employer recognizes the following representatives of the Local: the Executive comprised of the President, Vice-President, Secretary, Treasurer, Lead Steward, and a Negotiations Committee composed of up to a maximum of five (5) including members of the executive bargaining unit.
- 6.02 The Local shall notify the Employer in writing of the names of its representatives.
- 6.03 It is agreed that representatives shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties without having first secured permission from their immediate supervisor which permission shall not be unreasonably withheld. Representatives requesting time off for the purpose of servicing grievances under the Collective Agreement shall advise their immediate supervisor of the return to work and report to such supervisor at the time of their return to work. Subject to the foregoing, however, representatives servicing grievances of employees during the regular working hours shall not suffer any reduction in their regular pay. If required, in the event of mediation or arbitration meetings held during regular working hours, representatives who have applied for and have been given an approved leave of absence, shall be given time off with pay.
- 6.04 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Employer's Human Resources and the Secretary of the Union.
- 6.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises with the permission of the Employer in order to investigate and assist in the settlement of a grievance.
- 6.06 Employees will be allowed to hold meetings on the Employer's premises provided that such meetings are outside working hours and provided that the employees have requested, in writing in advance, the use of a meeting room and obtained the approval of the Executive Director or designate, therefore, it being understood that,



- in any event, no such meeting shall interfere with the normal operations of the Employer.
- 6.07 Prior to the commencement of negotiations with the Employer, Employees who are members of the Negotiating Committee will be permitted up to a maximum of three hours time off, without reduction of pay, for the purpose of meeting to prepare for negotiations, provided that such time off does not interfere with the operations of the Employer or the timely completion of Employee duties. It is understood that such time off will not be considered to be time worked for the purpose of calculating overtime. Each Employee member of the Negotiating Committee must obtain the agreement of their Supervisor with respect to scheduling the permitted time off.
- 6.08 The Parties agree to establish and maintain an Employer/Union Committee composed of three (3) members of management and three (3) members of the Union. The Committee shall meet at times established by mutual agreement but, in any case, no less frequently than quarterly unless the Parties agree to a different schedule. Agenda items shall be set by mutual agreement and no agenda request shall be unreasonably denied. The Committee shall not be used to discuss grievances or to amend the Collective Agreement. Union representatives shall suffer no loss of regular straight time wages for time spent in meeting with the Employer in the Employer/Union Committee.
- 6.09 Members of the Negotiations Committee with an approved leave of absence shall be given time off without reduction of pay for negotiations meetings with the Employer held during regular working hours, up to but not including conciliation.
- 6.10 It is understood that for all hours that an employee acts in a Union capacity as defined in Articles 6.01, 6.03 and 6.07 above as well any hours spent participating on any committee defined by this agreement or legislation and for which the employee receives remuneration from the Employer, such hours shall be determined to be 'hours worked' for the purpose of overtime calculation.

#### **ARTICLE 7 • UNION REPRESENTATION ON BOARD COMMITTEES**

- 7.01 The Employer shall recognize one bargaining unit employee on the Quality and Outcomes Committee. Such employee shall be appointed by the Union.
- 7.02 The Union will be entitled to appoint one employee who shall be permitted to attend public meetings of the Board of Directors as an observer but shall not be permitted to make any representations to the Board. The appointed employee will receive notices and minutes to public Board meetings, and the same agenda materials relating to public Board meetings on the same basis as members of the Board of Directors. It is understood that the Union or the employee appointed by the Union shall not be entitled to any information, agenda or other material whatsoever relating to "In Camera" and private meetings of the Board of Directors.

## **ARTICLE 8 • GRIEVANCE PROCEDURE**

- 8.01 (a) It is the mutual desire of the parties hereto, that complaints of the employees shall be settled as quickly as possible, and it is understood that an employee has no grievance until they have given their Supervisor an opportunity to deal with the complaint prior to filing a grievance. The employee may be accompanied by a representative of the Local at that time.
- (b) When the Employer calls an Employee to a meeting where discipline is contemplated by the Employer, the Employer will inform the Employee of their right to have a Union representative present prior to the commencement of the meeting.

It is understood that a meeting to investigate the facts about the circumstances in question is not a disciplinary meeting. An employee shall be allowed to have a Union representative present at any investigation meeting where there is more than one member of management but failure to have a Union representative present at such meetings shall not void any discipline. The Parties agree that the role of the Union representative is only to provide support to the employee and not to impede or interfere with the Employer's investigation.

- (c) Disciplinary action which is placed in the personnel file of any employee, after the Date of Ratification on September 12, 2013, shall not be used for the purpose of determining further discipline after twenty-four (24) months worked by the employee from the date the discipline was issued provided no further discipline has been issued to the employee during this twenty-four (24) month period.
- 8.02 A Grievance may be processed in the following manner:

### **Step #1**

The steward shall submit a written grievance stating the name of the aggrieved employee(s) and the nature of the grievance to the supervisor(s) of the employee(s) affected and Human Resources within 10 working days of the time the employee knew or should have known of the occurrence of the event or events which gave rise to the grievance, and it must be signed by the aggrieved employee(s). Human Resources shall render a decision in writing within ten (10) working days.

### **Failing Settlement:**

#### **Step #2**

Within five (5) working days after the decision is given in Step #1, the grievance may be submitted in writing to the Executive Director or designate. The Executive Director or designate shall hold a meeting of the parties to consider the grievance within seven (7) working days of the filing of the grievance at Step #2. The aggrieved employee(s) shall be present and shall be accompanied by the grievance committee or a representative of the Canadian Union of Public Employees. The

Executive Director or designate shall deliver their decision in writing within seven (7) working days from the date of such meeting. Failing settlement of the grievance at Step #2, either of the parties may submit the grievance to Arbitration as hereinafter provided.

**8.03 Group Grievances:**

The Local shall have the right to process a Group Grievance in cases where more than one employee may be affected, or where a grievance could not otherwise be processed by an individual employee, commencing at Step #2.

**8.04 Policy Grievances:**

Either party shall have the right to process a Policy Grievance in the case of any difference arising directly between the Local or the Union and the Employer relating to the interpretation, application, or alleged violation of this Agreement, and such grievance may be presented by either party commencing at Step #2.

**8.05 Discipline/Discharge Grievances:**

A claim by an employee that they have been disciplined, suspended or discharged without just cause may be treated as a grievance subject to Article 12.03. A written statement of such grievance may be lodged by the Local with the Executive Director or designate at Step #2 of the Grievance Procedure within ten (10) days from date of such discipline, suspension or discharge, and such grievance shall then be treated as being initiated at Step #2 and the applicable provisions of this agreement shall apply with respect to the treatment of such grievance.

Such discipline, suspension or discharge grievance may be settled under the Grievance Procedure and Arbitration Procedure by:

- (a) Confirming the Employer's action of disciplining, suspending or discharging the employee;
- (b) Reinstating the employee with full compensation for time lost; or,
- (c) Any other arrangement which is just in the opinion of the conferring parties or the Arbitrator, if appointed.

8.06 Any of the time allowances above may be extended by mutual agreement in writing between the parties.

8.07 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

8.08 A grievance is defined as an alleged violation of a provision of this Collective Agreement.

**ARTICLE 9 • ARBITRATION**

9.01 If a settlement is not reached at Step #2, either Party may request that the grievance be submitted to arbitration, in which event it shall make such request in

writing to the other Party, within five (5) working days after the disposition of Step #2. The arbitrator shall, within ten (10) days from the date of receipt of the notice of appeal, be selected by mutual agreement between the Employer and the Union. In event of failure to agree, the Employer and the Union shall submit a joint request to the Minister of Labour for the Province of Ontario to furnish a panel of five (5) qualified and available arbitrators. Upon receipt of the panel of names, representatives of the Employer and the Union shall meet and proceed to select the arbitrator. Failing a mutual selection, the parties shall each, beginning with the Union, strike alternately, one name at a time, two names from the panel. The one then remaining name shall be the arbitrator and such selection shall be final and binding upon the Employer and the Union. The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties hereto and upon employee(s) affected by it.

9.02 No person who has been involved in any attempt to negotiate or settle the Grievance shall be appointed as an Arbitrator.

9.03 The Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent of this Agreement. However, the Arbitrator shall have the power to modify penalties or dispose of a grievance in a manner which they deem just and equitable.

9.04 Each of the parties hereto shall bear one-half the expenses of the Arbitrator and the shares shall be paid directly to the Arbitrator.

9.05 Where notification of arbitration has been filed by one of the parties, under Article 9.01, but prior to the appointment of an arbitrator, and no later than five (5) working days after notification of arbitration has been filed either party may seek the services of a mediator to assist in resolving the matter to be arbitrated. It is agreed that the processing of this matter to mediation must be with the written agreement of both parties, and both parties must agree to the selection of the mediator. The parties shall share equally in the expense of the mediator. The parties agree to adjourn any arbitration processes until the mediation process is complete.

9.06 **Process of PDT Referral To Local Tables and Dispute [PDT]**

- i) The Employers group shall forward a copy of the **Consensus Agreement dated June 4, 2011 (“Consensus Agreement”)** to the Executive Director or designate of all represented Employers and shall unanimously recommend **ratification of Parts 9 to 16 of the Consensus Agreement** by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend **ratification of Parts 9 to 16 of the Consensus Agreement**.
- ii) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in **Parts 9 to 16** above by their local principals.

- iii) Where there is a dispute between local parties regarding the incorporation of **the above Parts** of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to the Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- iv) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the **Consensus Agreement** the provisions of the local collective agreement shall be used to resolve such disputes.
- v) Where there is a dispute between the Employers group and Union group parties to the Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that **(iv) above** applies to it, the dispute shall be referred to final and binding arbitration as follows:
  - (1) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
  - (2) Where the parties agree, the arbitrator may act as a “mediator-arbitrator”.
  - (3) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act **1995**. The arbitrator will not have the authority to add to, modify or delete any part of **the Consensus Agreement**. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
  - (4) If the parties are unable to agree on an arbitrator as per v) 1) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

**For the purpose of this Article Consensus Agreement Articles are noted as “[PDT]”.**

#### **ARTICLE 10 • NO STRIKES - NO LOCKOUTS**

10.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

#### **ARTICLE 11 • EMPLOYEE DEVELOPMENT**

11.01 The Employer will pay the expenses incurred by employees during attendance at educational conferences, workshops, courses of study approved by the Executive Director or designate. Attendance at such courses shall be considered work time.

11.02 The employee will be compensated for expenses incurred for professional development courses which are successfully completed and have been taken at the

request of or with the prior approval of the Employer. Expenses will be limited to registration and/or tuition fees and books. This is also intended to be used for the purpose of an employee taking their M.S.W.

## **ARTICLE 12 • PROBATION**

12.01 A probationary period will commence at the time of employment.

- (a) **Child Protection Workers:** The probationary period will be six (6) full months after the newly-hired employee has:
- (i) successfully completed the Ontario Child Protection Training Program and,
  - (ii) been authorized by the Executive Director or designate as a Child Protection Worker, and
  - (iii) begun to take on a caseload.

That said, the probationary period shall be no longer than a total of nine (9) full months unless extended by mutual agreement between the Employer and the Union.

- (b) **Non-Authorized Workers:** The probationary period will be six (6) full months unless extended by mutual agreement between the Employer and the Union.
- (c) **Clerical Employees:** The probationary period will be three (3) full months unless extended by mutual agreement between the Employer and the Union.

12.02 If no written notice is given to the employee before the end of their probationary period, six months or three months as the case may be, the probationary period is deemed to be complete.

12.03 It is agreed that a probationary employee may be discharged for any reason satisfactory to the Employer which shall be the lesser standard under the Labour Relations Act, 1995, subject to the Human Rights Code.

## **ARTICLE 13 • EMPLOYEE PROTECTION**

- 13.01 (a) (i) The Employer agrees to cover all employees under the *Workplace Safety and Insurance Act (WSIA)*. It is understood that compensation under the WSIA is retroactive to the date of injury or illness.
- (ii) An employee may access their sick leave credits accumulated under Article 24, subject to the terms and conditions of the applicable Employer policies and/or this Collective Agreement, until such time as the employee's claim for benefits is approved by the Workplace Safety and Insurance Board (WSIB). Should an employee not have any accumulated sick leave credits under Article 24 or exhausts their sick leave credits prior to the time the employee's claim for benefits is approved by the WSIB, the Employer shall then advance to the

employee seventy-five percent (75%) of their salary until such time as the employee's claim for benefits is approved by the WSIB.

- (iii) It is agreed that any sick leave credits advanced to the employee and/or any salary advanced to the employee under this Article is considered to be an advance on their WSIA benefits and, if the employee is awarded WSIA benefits, such advances will be considered an overpayment owing by the employee to the employer. The employee and the Union will take all required steps to advise the WSIB of the advances paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.
  - (iv) In the event the reimbursement received by the Employer from the WSIB is less than the sick leave credits and/or salary advanced to the employee under this Article, the employee must repay to the Employer the difference between the reimbursement received by the Employer from the WSIB and the amount of the sick leave credits and/or salary advanced.
- (b) An employee receiving payment for a compensable injury under the *Workplace Safety & Insurance Act* shall accumulate seniority to a maximum of twenty-four (24) months at which time they will retain but not accumulate additional seniority. While on Workplace Safety & Insurance compensation, the Employer shall continue to pay its share of premiums for all employee benefit plans under this Collective Agreement for a period not to exceed eighteen (18) months provided the employee submits their share of the premiums to the Employer on or before the first day of the month in which such premiums become due and payable. This arrangement will continue only while the employee is on full compensation under the *Workplace Safety & Insurance Act* and shall terminate at such time as either an award for permanent disability is made to the employee by the Workplace Safety & Insurance Board or the employee returns to active employment.
- (c) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position with the Employer.

13.02 An employee shall be allowed to review their own personnel file upon request, in the presence of a Union representative of the Local if so desired by the employee, at a time mutually agreeable between the Employee and Employer, provided that the actual review takes place within ten (10) working day of the request. The Employer shall scan and email to the employee documents contained in their personnel file upon request of the employee.

13.03 The Employer will pay the premium costs for liability insurance coverage for employees in defence of a charge laid under the *Criminal Code of Canada* or any provincial statute, except the *Highway Traffic Act*. Coverage will apply until such time as:

- (i) A finding of guilt
- (ii) A pleading of guilty

Coverage would be provided for 100% of legal fees and disbursements up to a maximum of \$100,000 in respect of each individual insured's claim with an annual aggregate amount payable to \$500,000 in respect of all claims.

- 13.04 (a) The Employer shall extend the services of the legal counsel utilized by the Employer at coroner's inquests to all employees and former employees that may be required to participate in a coroner's inquest.
- (b) In a situation where a worker is assaulted, threatened including death threats and/or threats of bodily harm, or stalked in the course of their duties, if they exercise their right to lay charges, after consultation with the Employer, they shall be granted leave of absence without loss of regular pay for any related meetings and/or court hearings.

#### **ARTICLE 14 • SENIORITY**

- 14.01 Seniority for full-time employees shall mean the length of employment with the Employer computed from the date of most recent hiring. A part-time employee shall accrue one year of seniority for fifteen (1500) hundred hours worked.
- 14.02 During the probationary period, the employee shall be entitled to all rights and benefits of this Collective Agreement, subject to Article 12.03. Upon completion of the probationary period, seniority shall be effective from the date of commencement of employment.
- 14.03 Seniority shall be carried over when an employee changes from one position to another within the bargaining unit.
- 14.04 Seniority shall accumulate in the following circumstances:
- (a) when actually at work for the Employer.
  - (b) when absent from work due to legitimate illness or accident, then Seniority shall continue to accumulate for a period of up to twenty-four (24) months.
  - (c) when absent on vacation or on paid holidays or on approved leave of absence for a period of up to three months.
  - (d) Pregnancy and Parental Leave shall be defined by the Employment Standards Act, 2000.
  - (e) When absent during jury leave or Union leave for up to a maximum of one (1) year.
- 14.05 An Employee shall lose all Seniority and will be deemed terminated when:
- (a) they voluntarily quit the employ of the Employer.
  - (b) they are discharged for just cause and such discharge is not reversed through the Grievance and Arbitration procedure including mediation.
  - (c) they fail to report to work within seven (7) days after being notified of recall by the Employer following layoff, unless a reason satisfactory to the Employer is given.
  - (d) they are absent from work for four (4) consecutive working days, without notifying the Employer, unless a reason satisfactory to the Employer is given.



- (e) the Employee fails to return to work upon termination of an authorized Leave of Absence unless a reason satisfactory to the Employer is given.
- (f) an Employee uses a Leave of Absence for purposes other than for which the leave was granted.
- (g) they are laid off for a period of twenty-four (24) months.

14.06 It shall be the duty of each employee to notify the Employer promptly of any change of address. Should an employee fail to do this, the Employer shall not be held responsible for the failure of any notices which may be required under the terms of this Agreement, to reach the employee. All such notices as are required herein shall be made by Registered Mail.

- 14.07 (a) An employee whose status is changed from part-time to full-time will receive a seniority position based on hours worked since last date of hire converted on the basis that fifteen hundred (1500) hours worked equals one (1) year.
- (b) An employee whose status is changed from full-time to part-time will receive a seniority position equal to her full seniority accumulated since last date of hire.

14.08 A bargaining unit employee who leaves the bargaining unit to take a position outside the bargaining unit shall maintain but not accumulate any seniority while in that position for up to eighteen (18) months. If the employee remains in a position outside the bargaining unit for more than eighteen (18) months the affected employee's seniority shall be lost. An employee who returns to the bargaining unit within the eighteen (18) month period will resume accumulating seniority.

## **ARTICLE 15 • LAYOFF, RECALL**

- 15.01 (i) Employees shall be laid off in the reverse order of the seniority within their job class.
- (ii) The employee who is subject to layoff may accept the layoff or notify the Employer, in writing, within five (5) working days of receipt of the layoff notice of their intent to exercise their seniority rights as noted below;
- (a) Transfer to a lower paying vacant job position if they have the skills, ability and qualifications to perform the work competently and it being understood that such vacant job position shall not be posted pursuant to Article 16, or
  - (b) Should such employee not have the skills, ability and qualifications to perform the work of the vacant job position competently or should there be no vacant job position, the employee may exercise their seniority to:
    - Displace an employee who has the least seniority in the same job classification provided they have the skills, ability and qualifications and is able to perform the work competently, or
    - If there is no employee with less seniority in the same job classification or the employee does not have the skills, ability and

- qualifications to perform the work competently, displace the least senior employee in a lower paying job classification provided they have the skills, ability and qualifications and is able to perform the work competently; or
- If there is no employee with less seniority in a lower paying job classification or the employee does not have the skills, ability and qualifications to perform the work competently, the employee will be laid off.
- (iii) An employee who is transferred to a lower paid job position or who displaces an employee in a lower paying job classification under this Article shall be paid the rate for that job classification.
  - (iv) An employee displaced under this Article shall be laid off.
  - (v) In the event of a recall from layoff, an employee shall be recalled to their former job position or to a job position in a lower paid classification in order of seniority provided the employee has the skills, ability and qualifications and is able to perform the work competently.
  - (vi) Seniority shall be on bargaining unit wide basis.

#### 15.02 **Organizational Changes [PDT]**

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

15.03 Notice to employees of a planned layoff under 15.02 will be at least eight (8) weeks and such notice may run concurrently with the notice given to the Local under 15.02. The Employer will assist the employee in finding alternate employment. **It is understood and agreed that layoffs resulting from decreased caseloads are not organizational changes and shall not be subject to Article 15.02.**

15.04 The definition of Layoff shall include a reduction in hours of work, for any employee, for budgetary reasons.

15.05 No new employee shall be hired until all those employees who have been laid off for a period of twenty-four (24) months or less, including a contract employee who has successfully completed a contract position within a period of the last eighteen (18) months and whose period of employment on contract was eighteen (18) consecutive months or longer have been given an opportunity for recall, in accordance with Article 15.01.

**15.06 Restructuring, Mergers or Amalgamation (PDT)**

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

- (a) Be placed on a recall list for twenty-four (24) months from the date the actual layoff begins; or
- (b) Accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-six (26) weeks pay inclusive of obligations under the Employment Standards Act, 2000.

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

**ARTICLE 16 • VACANCIES AND TRANSFERS**

- 16.01 (a) Within one week of the submission of a notice of resignation by a member of the bargaining unit, or notice of termination to a member of the bargaining unit, the Employer shall post on agency premises and on the Employer's internal Intranet a Notice of the Job Vacancy for a period of one (1) week. When a new position is created, the Employer shall post on agency premises and on the Employer's internal Intranet a notice of the new position for a period of one (1) week. The job posting will include the actual assignment.
- (b) Permanent vacancies which the Employer wishes to fill shall be posted on the Employer's premises for a period of seven (7) calendar days. Subject to Article 16.02, employees who wish to be considered for such vacancy must apply during the posting period.
- (c) Temporary vacancies **or contracts** that are expected to last more than **four (4)** months which the Employer wishes to fill shall be posted on the Employer's premises for a period of seven (7) calendar days. Subsequent vacancies **or contracts** arising out of filling the first temporary vacancy **or contract** are not required to be posted and may be filled by the Employer at its sole discretion. Extensions to temporary vacancies **or contracts** beyond the original limit shall be posted. Subject to Article 16.02, employees who wish to be considered for such **temporary vacancies or contracts** must apply during the posting period.

16.02 At the beginning of each calendar year, an employee may complete a form indicating a desire to be considered for vacancies that arise during any period of time when the employee is absent due to vacation or a leave of absence during that calendar year. This form will be retained by the Employer during the remainder of the calendar year and will be used by the Employer as an application from the employee for the position that is posted during the employee's absence. The employee must specify any position or positions that they are interested in applying for, at the time the request is submitted to the Employer. The form will expire at the

end of the calendar year.

16.03 All inside applicants shall be given adequate opportunity to apply for, and receive, consideration for such job vacancy. Unsuccessful inside applicants shall be notified to this effect before the appointment of an outside applicant.

16.04 When considering internal applicants the Employer will consider the following factors:

- (a) the skill, ability, knowledge, qualifications, training, experience and efficiency of the applicants;
- (b) the seniority of the applicants.

The Employer will consider factor (a) first. When, in the opinion of the Employer, two or more applicants are relatively equal with respect to factor (a), then the senior employee will be given preference as long as the employee has the skill, ability, knowledge, qualifications, training, experience and efficiency to perform the job.

16.05 Internal applicants shall be considered prior to considering external applicants.

16.06 When the Employer decides not to fill a vacancy it will notify the Union within one (1) week of such decision and such notification shall be in writing.

16.07 When the Employer and the Union agree to fill a position without posting a vacancy as a part of their duty to accommodate such agreement shall not be deemed to be a violation of the Collective Agreement.

16.08 An employee who is the successful applicant to a posted permanent vacancy need not be considered for another posted vacancy at the same salary level for a period of twelve (12) months from the date the employee begins to work in the position. An employee who is the successful applicant to a temporary vacancy must complete the term of the temporary vacancy unless the employee is the successful applicant for a permanent vacancy.

16.09 Unsuccessful internal candidates may request and shall receive an interview with an appropriate member of management to discuss and review their applications in order to establish career goals, necessary improvements and training/qualification requirements for career advancement.

16.10 Employees are encouraged to give notice of resignation as far as possible in advance. The Employer shall make every effort to see that there is an overlap of at least one week in the position of an employee who is leaving, and the employee who is replacing them.

16.11 A medical certificate of health may be required of an employee at time of employment or at any time thereafter, if the Employer has reasonable grounds to be concerned that an employee has health problems which are interfering with an employee's ability to perform the job. The employer shall pay 100% of the cost of the certificate.

16.12 Direct Service Staff employees are required to have an Ontario Driving Permit and to provide their own automobile when needed.

16.13 Outside applicants for a position within the bargaining unit shall be informed, at the initial interview that a Collective Agreement with the Canadian Union of Public Employees is in effect. Successful outside applicants shall be given a copy of the Collective Agreement upon appointment.

16.14 **Qualifications (PDT)**

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

16.15 **Recruitment and Retention – Mobility of Employees in the Child Welfare Sector (PDT)**

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

- i) All bargaining unit vacancies that occur at The Children’s Aid Society of Oxford County, (CAS Oxford) where the Employer has exhausted its normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.
- ii) Employees hired from one agency into another will be required to complete a full probation period as per the CAS Oxford Collective Agreement.
- iii) Where an applicant from an Employer participating in the PDT Consensus Agreement dated June 4, 2011, is successful in a job competition at another participating PDT Employer, upon moving to the new Employer, service-based entitlements for wages and vacation at the new Employer shall be based on the length of their most recent period of continuous service at the participating PDT Employer from which the employee moved. The foregoing does not apply to seniority based entitlements.

**ARTICLE 17 • TERMINATION**

17.01 Direct Service Staff employees shall give at least four weeks notice of resignation. Clerical employees shall give at least two weeks notice of resignation. If any employee resigns because of illness, accident or death in the family, they shall give as much notice as possible.

- 17.02 An employee who has completed their probationary period whose employment is terminated, for any reason, other than just cause, shall receive notice, or pay in lieu of notice, of six (6) weeks.
- 17.03 The period of notice may be shortened or extended in any instance by mutual consent.
- 17.04 The final paycheque received by an employee whose service is terminated or who has resigned or retires shall include accrued salary up to the end of the notice period, vacation pay earned, and any other benefits payable to the employee.
- 17.05 An employee shall only be discharged or suspended or otherwise disciplined for just cause.

### **ARTICLE 18 • HOURS OF WORK**

- 18.01 The office hours of the Society will normally be from 8:30 a.m. to 4:30 p.m. on Monday through Friday, except as provided hereafter.

During the summer months of July and August when office hours change to 8:30 a.m. to 4:00 p.m., employees will not normally be required to work in excess of the Agency's office hours unless work demands require otherwise. The summer hours end on Labour Day each year.

Notwithstanding the above, the normal hours of work for full-time employees are thirty-five (35) hours per week.

- 18.02 (a) Telephone answering service and paging service will be retained for service calls after office closing hours. Full-time qualified employees will be offered an opportunity, based on seniority, to work available "On Call Duty" shifts. If not enough employees accept the opportunity, the Employer will assign shifts to qualified employees on the basis of reverse seniority. Time spent on "On Call Duty" by full-time employees, who also perform other duties for the Employer, will not count as time worked for the purpose of calculating overtime or seniority or service for any purpose in this Collective Agreement. Time spent by such employees in the performance of their regular duties (i.e. not "On Call Duty") will count as time worked for all purposes under the Collective Agreement. Shifts are calculated on an eight (8) hour basis, when the office is not open, and will be grouped by the Employer into work schedules to provide coverage. Further, the parties agree that these hours are not all hours worked for the purposes of calculating hours under any employment related statute (e.g. *Employment Standards Act, 2000*) and that this schedule complies with all the provisions of such statutes.
- (b) The Society may hire individuals to work exclusively to perform "On Call Duty". These individuals shall work on a schedule outside the normal office hours of the Society. The hours scheduled for these employees are not all hours worked for the purposes of calculating hours under any employment

related statute (e.g. the Employment Standards Act, 2000) and the schedule for the employees performing “On Call Duty” complies with the provisions of such statutes. Nor are the hours scheduled considered overtime for any provisions of this Collective Agreement. The individuals performing “On Call Duty” exclusively will be paid in accordance with the provisions of Article 18.03.

The individuals performing "On Call Duty" exclusively, will be paid ten percent (10%) in lieu of paid holidays set out in Article 20, vacation set out in Article 21, sick leave set out in Article 24, special leaves set out in Article 25 and Health and Welfare Benefits set out in Article 27.

18.03 Remuneration for employees, who are performing “On Call Duty”, will be seventy-three dollars and twenty-four cents (**\$73.24**) per eight (8) hour shift, one hundred and forty-six dollars and forty-eight cents (**\$146.48**) for an overnight shift, and two hundred and nineteen dollars and seventy-two cents (**\$219.72**) for a weekend day. Pay for each of the eight (8) hour shifts worked on a paid holiday will be paid at one hundred and nine dollars and eighty-six cents (**\$109.86**).

When an employee is authorized by a supervisor to leave their home to perform work while the employee is performing “On Call “Duty”, the employee will be paid at the rate of thirty dollars and fifty-two cents (**\$30.52**) per hour for time worked from the time the employee leaves home until the employee returns home.

Effective **April 1, 2021**, remuneration for “On Call Duty”, will increase to seventy-three dollars and twenty- four cents (**\$73.24**) per eight (8) hour shift and call out rate will increase to thirty dollars and fifty-two cents (**\$30.52**) per hour.

Effective **April 1, 2022**, remuneration for “On Call Duty” will increase to seventy-three dollars and ninety-seven cents (**\$73.97**) per eight (8) hour shift and call out rate will increase to thirty dollars and eighty-three cents (**\$30.83**) per hour.

Effective **April 1, 2023**, remuneration for “On Call Duty” will increase to seventy-four dollars and seventy-one cents (**\$74.71**) per eight (8) hour shift and call out rate will increase to thirty-one dollars and fourteen cents (**\$31.14**) per hour.

Pay for each of the eight (8) hour shifts worked on a paid holiday will be paid at one and a half (1.5) times the regular eight (8) hour shift rate applicable.

Pay for each of the call out hours worked on a paid holiday will be paid at one and half (1.5) times the regular call out per hour rate applicable.

18.04 On each working day, each employee is entitled to two fifteen minute paid breaks and an unpaid lunch.

18.05 Casual Employees who are scheduled to work and who receive less than four (4) hours notification that their assigned duties have been cancelled, shall be paid for their scheduled hours at their regular rate of pay.

The Employer has the right to assign such other duties to employees during the scheduled work hours as it requires and deems necessary.

**ARTICLE 19 • OVERTIME**

19.01 Overtime is defined as hours authorized and worked in excess of 140 hours in a four week period. Hours authorized and worked in excess of 140 hours up to 160 hours in a four week period shall be taken at straight time as compensatory time. Hours authorized and worked in excess of 160 hours in a four week period shall be paid, at the employee’s option, in money or compensating time at time and one half for each hour worked.

19.02 In the event that an employee is not able to secure their supervisor's approval to work overtime because of an emergency situation, they shall obtain such approval regarding the overtime worked within two working days following the day on which the overtime was worked.

**ARTICLE 20 • HOLIDAYS**

20.00 The Parties agree to the attached chart regarding Christmas week for 2021, 2022, 2023.

2021-22

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DEC. 19	20	21	22	23	24	25
	PEN	EN	ED	TH	Christmas Eve CLOSED	
26	In lieu of Christmas Day CLOSED	In lieu of Boxing Day CLOSED	In lieu of 2022 Float Day * CLOSED	In lieu of New Year's Eve CLOSED	In lieu of New Year's Day CLOSED	JAN. 1
2	WEN	THU	FRI	SAT	SUN	

NO HANDED TO THE EMPLOYER  
NO HANDED TO THE EMPLOYER

2022-23

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
DEC. 18	19	20	21	22	23	24
	PEN	W	PEN	EN	WEN	
25	In lieu of Christmas Eve CLOSED	In lieu of Christmas Day CLOSED	In lieu of Boxing Day CLOSED	In lieu of New Year's Eve CLOSED	In lieu of New Year's Day CLOSED	31
JAN. 1	WEN	THU	FRI	SAT	SUN	

\* 2022 FLOAT DAY Assigned to December 29, 2021  
NO HANDED TO THE EMPLOYER



2023-24      SUNDAY      MONDAY      TUESDAY      WEDNESDAY      THURSDAY      FRIDAY      SATURDAY

DEC. 17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	JAN. 1	2	3	4	5	6

2023 FLOAT DAY Assigned to December 28, 2023  
 NO. OF HOLIDAY REMEMBRANCE DAY

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

- |                            |                                |
|----------------------------|--------------------------------|
| New Year's Day (see chart) | Labour Day                     |
| Family Day                 | Thanksgiving Day               |
| Good Friday                | Remembrance Day                |
| Easter Monday              | Christmas Eve Day (see chart)  |
| Victoria Day               | Christmas Day (see chart)      |
| Canada Day                 | Boxing Day (see chart)         |
| Civic Holiday              | New Year's Eve Day (see chart) |
|                            | Float Day (see chart)          |

- (b) Upon notification to the Executive Director or designate, employees who worship within a recognized religion may be granted religious holidays other than those stated above, but no employee will be granted more than the total number of days per year than included in section (a).
- (c) In order to be entitled to payment for holidays, an employee must have worked the full working day immediately preceding and succeeding the paid holiday unless absent for reasons acceptable to the Employer.

20.02 (a) When a paid holiday falls within an employee's vacation, or on a day which is not an employee's regular work day, they shall have the right to take another day off with pay and the specified time to be determined by mutual agreement.

(b) When a paid holiday falls on a regularly scheduled working day for the part-time On Call Worker, the worker may be required to work the day, in which case the worker will be paid in accordance with Article 18.03.

**ARTICLE 21 • ANNUAL VACATION**

21.01 Full vacation leave with pay will be given to all employees who have completed one full year's service as of December 31<sup>st</sup> of each year. Vacation leave for employees with less than one full year of service as of December 31<sup>st</sup> will be granted on a pro-rated basis, at the rate of one and two-thirds (1 2/3) days for each month of

employment. For all other employees covered by the bargaining unit, vacation leave for the vacation year starting on January 1<sup>st</sup> of each year is calculated as follows:

1-4 years of employment	20 days
5-14 years of employment	25 days
15 - 24 years of employment	30 days
25 or more years of employment	1 day per year to a maximum of 35 days.

21.02 Vacation leave should be taken in the year in which the employee has vacation. An employee may carry over up to a maximum of ten (10) days into the next vacation year with the approval of the Executive Director or designate **provided such carry over is taken no later than March 31**. If an employee has unused vacation leave as of December 31<sup>st</sup> in excess of any approved carryover, the Employer has the right to schedule vacation for the employee and to require the employee to take the vacation.

21.03 Vacation requests shall be submitted **February 1st** of each year for those employees wishing to use their seniority for preference of vacation between April 1st and September 30th. The Employer shall approve such vacation requests no later than **March 1st** following the submission deadline referred to above. Any other vacation requests outside of this timeline will be based on a first come first served basis. There will be no bumping once vacations have been approved. **In July and August, preference will be given to full week requests over individual days.**

Vacation requests shall be submitted by **August 1st** for those employees wishing to use their seniority for preference of vacation between October 1st to March 31st. The Employer shall approve such vacation requests no later than **September 1st or the next business day** following the submission deadline referred to above. Any other vacation requests outside of this timeline will be based on a first come first served basis. There will be no bumping once vacations have been approved.

Where service with the Agency terminates within less than one year, the employee's vacation entitlement will be proportionate to the length of service.

21.04 Before proceeding on vacation leave, all employees shall satisfy their Supervisor that the case records and memoranda relating to matters which may occur during their absences are in order. Case records and memoranda refer to an up-to-date case summary in place for all cases and up-to-date case recording for specific cases, such as those cases identified for audit, review, or court hearing.

21.05 **Part-Time and Casual Employees:** The Collective Agreement provides provides for vacation entitlements after a number of years of service. For the purposes of the calculation of one year of service, fifteen hundred (1500) hours will equal one year. As a result, an employee who works seven hundred and fifty (750) hours per calendar year will take two (2) calendar years to move one (1) year up the vacation entitlement schedule, while a person who works fifteen hundred (1500) hours per year will move up the vacation entitlement in one calendar year.

## **ARTICLE 22 • SELF FUNDED LEAVE PLAN - GENERAL TERMS AND CONDITIONS**

This Plan will apply to full-time employees only.

### **22.01 Types of Leave**

- (a) The employee funded leave shall afford an employee opportunity to enter into an agreement with the Employer to take a one year self funded leave in the last year of an individual's three to six year agreement. In each of these years, the employee agrees to be paid a percentage of the salary normally paid to the employee per the Salary Schedule in effect for those periods.
- (b) Any permanent, full-time employee having three (3) years service with the Society is eligible to participate in the plan.
- (c) Total participation in the plan shall be limited to ensure that no more than one employee is away at any given time. Consideration shall be given to potential disruption in service delivery when making this decision.
- (d) An employee must make written application to the Employer on or before March 31st, requesting permission to participate in the plan.
- (e) Written acceptance or denial of the employee's request, with an explanation, will be forwarded to the employee within ninety (90) days of the original request. All things being equal, seniority shall govern in selecting participants.
- (f) Approval of individual requests to participate in the plan rests solely with the Employer.

### **22.02 Financial Provisions**

- (a) An employee participating in the plan shall be eligible for any increase in salary and benefits that would have been received had they not been in the plan, including full credit for seniority and increment during participating years prior to the leave year. An employee is not eligible to receive an increment during the leave period. During the leave year, however, seniority shall be maintained but shall not accrue. The employee's anniversary date shall remain the same. Vacation credits shall not accumulate during the year spent on leave. The period of leave may not be increased or extended by accumulated vacation credits.
- (b) Sick leave credits shall not accumulate during the term spent on leave.
- (c) Income Tax shall be deducted on the actual monies received by the employee during each of the years of the plan, subject to the Income Tax Regulations in effect at that time.
- (d) The employee shall receive credit for the amounts withheld by the Employer along with accrued interest. The interest rate credited to the employee's

account shall be the current rate for the savings account at the bank used by the Employer and be compounded and credited on each pay date. A statement of the employee's account will be issued at the end of each year. Such a statement shall be made available upon request by the employee.

- (e) During the period an employee is participating in the Self Funded Leave Plan, all benefits, subject to continuing eligibility, shall be maintained at a level commensurate with their salary. Premium costs during the self funded leave year will be paid in full by the employee (except pension plan) subject to continuing eligibility. During the self funded leave year, the Children's Aid Society of Oxford County shall deduct from each pay an amount equivalent to the total premium costs paid on the employee's behalf.
- (f) If, upon conclusion of the individual employee's leave plan, the employee's account contains a positive balance, the employee shall receive the excess in payments in a manner mutually agreeable to the Employer and the employee. If the balance is negative, the account will be paid by the employee in a manner agreeable to the Employer and the employee.
- (g) Pension deductions (O.M.E.R.S.) are to be continued as required by the appropriate legislation and policies during all years of participation.
- (h) An employee may apply in writing to the Employer to withdraw from the plan any time prior to the year in which the leave is to take place. Upon acceptance of the reasons for withdrawal, and within sixty (60) days of receipt of the application to withdraw, the Employer shall repay to the employee any monies accumulated, plus interest owed. The monies may be deferred (interest free) upon request of the employee.
- (i) Should an employee die while participating in the plan, any monies accumulated, plus interest owed at the time of death, shall be paid to the deceased's estate.

### 22.03 General Provisions

- (a) During the self funded leave, the employee may engage in such plans of education and employment as they so choose.
- (b) Upon return from leave under this plan, the employee shall be returned to the same position or an equivalent position, or if this is not possible, shall be placed in the most appropriate position available retaining the same terms and conditions, including salary level, to which entitled at the commencement of leave.
- (c) All employees wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Employer before final approval for participation will be granted.

## **ARTICLE 23 • PREGNANCY & PARENTAL LEAVE**

- 23.01 (a) An employee who has been employed for at least thirteen (13) weeks prior to the start of her leave shall be eligible for a pregnancy leave of absence of up to seventeen (17) weeks.

The employee shall provide as much advance notice as possible prior to the start of the leave, but in any case no less than two (2) weeks notice, unless circumstances beyond the control of the employee prevent this. The notice shall provide the intended date of the commencement and completion of the leave. The employee will provide a certificate from a legally qualified medical practitioner stating the expected birth date.

Where an employee intends to return to work sooner or later than the original date, they must give the Employer at least four (4) weeks written notice before the earlier date or four (4) weeks written notice before the date the leave was to end if the employee wishes to return later.

- (b) An employee who has been employed for at least thirteen (13) weeks may be entitled to a parental leave of absence. The parental leave must begin immediately following a pregnancy leave for a birth mother and the leave is a maximum of thirty-five (35) weeks. For an employee who is not the birth mother, the leave may start following the birth of the child or the coming of the child into the custody, care, and control of a parent for the first time, but in any case no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of a parent for the first time. The length of the parental leave for an employee who is not the birth mother shall be a maximum of thirty-seven (37) weeks.

An employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin and the length of the leave. An employee who has given notice to end the leave may change the notice to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date the leave was to end if the employee wishes to return at a later date.

- (c) On return from pregnancy and/or parental leave, the employee shall be placed in her former position. If the former position no longer exists, they shall be placed in an equivalent position at a salary no less than their salary at the commencement of leave.
- (d) The period of an employee's pregnancy or parental leave is not included when determining whether the employee has completed any probationary period of employment.
- (e) An employee who is absent on pregnancy or parental leave shall continue to accumulate seniority during the period of the leave.

- (f) Vacation entitlement which has accrued to the employee prior to the commencement of maternity leave shall be added to the maternity leave period if the employee so requests.
  - (g) At the request of the employee following their return from pregnancy and/or parental leave, the Employer may allow the employee to return to work on a part-time basis, the minimum being half time. The salary shall be pro-rated.
- 23.02 During an employee's pregnancy and/or parental leave, the Employer will continue to make the Employer's contributions for the benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any.
- 23.03 An employee shall be granted leave of absence with pay for two (2) days for the needs directly related to the birth or adoption of a child if the employee is not applying for Pregnancy and Parental Leave. Such employee may also take three (3) additional days which shall be compensatory time for overtime worked either prior to or subsequent to the leave. The employee may also be granted leave of absence without pay of an additional two (2) weeks if so requested.
- 23.04 The Employer will pay an employee who is on pregnancy or parental leave, as defined in the Employment Standards Act, 2000, an amount equivalent to fifty-five percent (55%) of the employee's normal earnings during the one (1) week Employment Insurance unpaid waiting period.

#### **ARTICLE 24 • SICK LEAVE**

- 24.01 Sick leave means the period of time an employee is absent from work, with full pay, due to sickness, disability or accident. The Employer may request medical certification of a qualified practitioner after three (3) consecutive days.
- 24.02 Sick leave will be granted upon commencement of employment at a rate of two (2) days per month of employment to a maximum of 150 days.
- 24.03 If an employee obtains sick leave with pay due to the act of a third party for which the employee is by law entitled to recover damages, the employee may claim, among other things, the amount paid by the Employer representing salary for the leave period in any action brought by the employee. Any amount so recovered shall be repaid to the Employer up to the gross amount of salary paid by the Employer. If the Employer is reimbursed under this clause, the number of days of sick leave for which the Employer has been reimbursed shall be restored to the employee's accumulated sick leave.

#### **ARTICLE 25 • SPECIAL LEAVES**

- 25.01 **Jury Duty**: Leave with pay will be allowed to employees called for jury duty. Fees will accrue to the Employer after expenses have been deducted by the employee.

25.02 **Personal Leaves:** Requests for leave of absence without pay will be submitted in writing as early as possible in advance of the proposed leave taking. Approval of personal leave shall be at the discretion of the Executive Director or designate.

25.03 (a) Leave with pay shall be granted to employees for bereavement of a father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, step parent, step child, step sibling, foster child or an employee's former foster parent, of up to five (5) working days. Spouse shall be defined in accordance with the Family Law Act of Ontario with the exception for this Collective Agreement that "cohabitation" shall mean at least six (6) months prior to the request for the bereavement leave. In special circumstances, extension may be granted without pay at the discretion of the Executive Director or designate.

(b) Leave with pay for one day in any calendar year for legal consultation or court appearance is granted to employees in the case of divorce or legal separation where the employee is one of the principals.

(c) **Personal Emergency:** The employees shall be allowed up to five (5) days time off annually, without loss of pay, for personal emergencies such as, **but not limited to**, the illness of an immediate family member. Immediate family member is described as father, mother, spouse, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, step child and foster child of an employee. Leave time shall be chargeable against accumulated sick leave referred to in clause 24.02.

(d) Two (2) days leave without loss of pay shall be granted an employee in case of death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparent-in-law.

25.04 **Union Leave:** Any employee who is selected for a full-time position with the Union shall be allowed or given a leave of absence by the Employer without loss of seniority and without pay. Seniority will only accumulate for the first 12 months of the leave as per article 14.04 (e). Such leave of absence shall be subject to agreement as to terms and subject to annual renewal upon application to the Executive Director or designate. Such renewal shall not be unreasonably withheld.

## **ARTICLE 26 • REIMBURSEMENTS**

26.01 Where an employee drives a private car on Employer business, they shall be paid a flat rate of \$0.54 per kilometer. Effective on the Date of ratification, increase to \$0.55 per kilometer. Effective April 1, 2022, increase to \$0.56 kilometer. Effective April 1, 2023, increase to \$0.57 per kilometer.

**Employees must submit their request for reimbursement to their manager no later than ninety (90) days from the end of the month in which the respective expense was incurred. Expense reimbursement requests not submitted within the above noted timeframe will not be paid.**

26.02 Each employee who uses their vehicle for employer business shall have an all-inclusive business and personal use policy in the amount of \$2,000,000 public liability and property damage insurance, and proof of such policy shall be furnished to the Employer. Effective date of ratification, employees shall be reimbursed a maximum of \$100.00 annually for the difference in automobile insurance for the cost of the policy coverage recommended by the employees' carrier upon satisfactory proof of the additional premium.

26.03 The employer shall maintain an errors and omissions liability policy to provide protection to employees while acting in the scope of their duties as such.

26.04 The Employer agrees to provide a meal allowance reimbursement for travel outside of Oxford County in the amount of:

Breakfast: \$12.00  
Lunch : \$20.00 (effective date of ratification)  
Dinner: \$30.00

Such reimbursement is subject to the terms and conditions of the Meal Expenses provisions in the Policy and Procedures Manual.

26.05 Effective on the date of ratification, September 12, 2013, employees who are approved by the Employer to purchase their own cell phones and utilize them for legitimate agency business will be reimbursed at a flat rate of \$35.00 per month. The monthly subsidy will be paid whether or not the phone is used in the month and employees will not be required to submit any statements from their cell phone service provider. The Employer reserves the right to provide phones to employees who have high long distance use.

26.06 Effective the month following ratification, all non full-time and non clerical staff who are approved by the Employer to purchase their own cell phones and utilize them for legitimate agency business will be reimbursed at a flat rate of \$15.00 per month. Employees will not be required to submit any statements from their cell phone service provider.

## **ARTICLE 27 • HEALTH AND WELFARE BENEFITS**

27.01 Pension Plans: In-addition to the Canada Pension Plan, every employee, where eligible, shall join the Ontario Municipal Employee's Retirement Scheme. Retirement eligibility requirements and benefits entitlements are available at [www.omers.ca](http://www.omers.ca) and through the OMERS Plan Member handbooks. The Employer shall make contributions in accordance with the provisions of the plan.

27.02 The Employer shall pay 100% of all premiums for the following plans:

- Group Life
- Supplementary Health



- Voluntary Accident Insurance
- Salary Continuance (66 2/3% of salary)
- Semi Private Hospital Coverage
- Accident Insurance
- Coverage to age 25 if the child is a full time student at an educational institution recognized by the Employer

The Employer agrees to pay one hundred percent (100%) Vision care premiums (100% reimbursement of expenses to a maximum of five hundred dollars (\$500.00 effective date of ratification) effective every twenty-four (24) consecutive months (including dependents\*). The cost of eye exams is included in the above vision care amounts.

The Employer agrees to pay 85% of the premiums for Dental Care (equivalent to Ontario Blue Cross Plan 9).

• (Dependents include legally married spouse, common-law partner, and/or same sex partner residing with the employee for not less than one year, children up to the age of 21 years or 25 if a full time student.)

Major Restorative is included in dental with \$1500 annual maximum per individual with 50/50 co-insurance. Orthodontic is included in dental with \$1000 lifetime maximum per individual with 50/50 co-insurance.

The Employer has initiated a drug card with the current co-insurance 90% - 10% co-insurance. Dental Plan to provide for the following Fee Schedule:

**Effective on the Date of Ratification, 2021 ODA Fee Schedule.**

**Effective April 1, 2022, 2022 ODA Fee Schedule**

**Effective April 1, 2023, 2023 ODA Fee Schedule**

**YR 1 – Increase ODA and Vision to \$500. Use the balance of the money for HSP: (\$1,047 FOR 2021-22)**

**YR 2 - Increase the ODA rate and remaining money into HSP (\$1,013 FOR 2022-23)**

**YR 3 – Increase the ODA rate and remaining money into HSP (\$1,014 FOR 2023-24)**

The Employer is solely responsible for paying the premiums as set out above and has no responsibility for the actual provision of benefits. The insurance policies shall be the governing documents. The details of the benefit plans are outlined in a booklet provided **to all eligible employees by the Employer**. A copy of the master plan and subsequent amendments shall be provided to the Union.

27.03 The Employer shall notify the Local of any proposed change in the premiums or provisions of any of the health and welfare plans specified in this clause prior to the implementation of such change.

27.04 The Employer agrees to pay 100% of the premium cost of an Employee Assistance Program.

27.05 **Benefits Savings (PDT)**

As per the Provincial Discussion Table Consensus Agreement between CUPE, OPSEU, CEP, Simcoe CAS Employee Association and the Children's Aid Societies of Ontario Employees Group (the "Employers") signed on June 4, 2011, if, during the term of this Collective Agreement, the Employers examine options for cost saving through the provision of common benefit providers and drug costs, it is understood that no benefit coverage shall be reduced as a result of moving to a common benefits provider.

27.06 **Wellness Strategy [PDT]**

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

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

**Annual Maximum**

<b>Date of Ratification to March 31, 2023:</b>	<b>\$1,047.00</b>
<b>April 1<sup>st</sup>, 2022 to March 31, 2024:</b>	<b>\$1,013.00</b>
<b>April 1<sup>st</sup>, 2023 to March 31, 2025:</b>	<b>\$1,014.00</b>

The account would pay **all active eligible full-time and eligible part-time employees** for CRA eligible expenses above benefit plan entitlements and may not be used to substitute for existing plan coverage.

- i) have a one year roll-over consistent with CRA rules may be accumulated in a health spending account
- ii) facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules
- iii) be administered by **CAS Oxford's** benefits providers in accordance with the terms and conditions of **its** plans
- iv) be subject to CRA rules and requirements, including its definitions regarding eligible expenses. Before submitting claims, employees should refer to either of the following web sites for eligible expenses;  
[http://www.greenshield.ca/sites/corporate/en/Documents/eligible-expenses/hcsa\\_eligible\\_expense\\_list\\_February%202013.pdf](http://www.greenshield.ca/sites/corporate/en/Documents/eligible-expenses/hcsa_eligible_expense_list_February%202013.pdf) .

- (b) The amounts payable in (a) above shall be prorated for eligible **active** full-time and eligible part-time employees who commence their employment with the Employer part way through any given year.

## **ARTICLE 28 • CLASSIFICATION AND PAYMENT OF WAGES**

- 28.01 (a) **Effective April 1, 2021**, the Employer shall implement the salary grid as described in Schedule “A” which is attached hereto and forms part of the Collective Agreement.
- (b) **Effective April 1, 2022**, the Employer shall implement the salary grid as described in Schedule “B” which is attached hereto and forms part of the Collective Agreement.”
- (c) **Effective April 1, 2023**, the Employer shall implement the salary grid as described in Schedule “C” which is attached hereto and forms part of the Collective Agreement.
- 28.02 An employee who has a record of intermittent employment for any reason other than an approved leave of absence will have their anniversary date altered to the first pay period following completion of (12) twelve months of service.
- 28.03 **Child Protection Worker** positions within the Society shall be classified according to the *Child, Youth and Family Services Act* and Regulations as amended from time to time.
- 28.04 **Experience Allowance:** The Employer shall recognize previous work experience on the following basis for all new employees with recent previous experience upon commencement of employment:
- **All New Employees:** A one (1) year credit for each year of direct C.A.S. experience. At the discretion of the Employer, a 50% credit for each year of non-C.A.S., but related work experience may be granted.

Requests for experience allowance shall be advanced by the new employee and considered within sixty (60) days of their start date.

## **ARTICLE 29 • TECHNOLOGICAL CHANGES**

If the Employer introduces new computers, systems, software or electronic mail, which requires new or different skills than those already possessed by employees who will be affected by such changes, the Employer will provide the affected employees with a reasonable training period in order to allow those employees to acquire the necessary skills.

## **ARTICLE 30 • DURATION OF AGREEMENT**

The Agreement will take effect **April 1, 2021**, and continue in full force and effect until **March 31, 2024**, and shall continue automatically thereafter for an annual period of one (1) year each, unless the one party notifies the other in writing not more than ninety (90) days and not less than thirty (30) days preceding the expiry date of the Agreement, that it desires to amend or terminate this Agreement.

If notice of the desire to bargain is given by either party, the parties agree to meet within fifteen (15) days after receipt of such notice in writing, provided that the parties may agree to extend this time.


**LETTERS OF UNDERSTANDING**

It is agreed by both parties to renew all Letters of Understanding attached hereto, for the life of this Collective Agreement.

Dated at Woodstock, Ontario, this 22 of March 2021.

**For the Union:**


**For the Employer:**

  
Julie Riley (Mar 15, 2022 16:43 EDT)

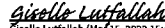
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Tina Diamond (Mar 10, 2022 14:07 EST)


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Andrea McBain (Mar 15, 2022 16:59 EDT)

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Giselle Lutfallah (Mar 15, 2022 15:49 EDT)

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Carl (Mar 15, 2022 17:01 EDT)

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Sue Barg (Mar 22, 2022 09:48 EDT)

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Kristie Cooper (Mar 22, 2022 09:50 EDT)

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Heather Grassick (Mar 22, 2022 10:58 EDT)

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Schedule A  
Effective April 1, 2021

CLASS	Job Class	Min	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Max
A	CP Worker	65,885	68,464	71,050	73,635	76,219	78,804	81,387
B	F.V. Worker Child Witness Co-ord Prog. Dev. Worker	59,684	62,264	64,850	67,432	70,017	72,602	75,186
PROFESSIONAL	Child & Family Support Worker	54,203	56,271	58,337	60,405	62,472	64,537	66,605
C	Child & Family Support Worker Volunteer Co-ord Child & Youth Worker Transportation and Access Coordinator Disclosure Worker Legal Clerk	53,484	55,551	57,618	59,685	61,753	63,818	65,885
D	Protection Assistant Unit Assistant Receptionist Financial Unit Assistant	41,857	43,925	45,991	48,059	50,126	52,191	54,258
E	MSW	65,914	68,908	71,901	74,893	77,884	80,874	83,870
F	BA/BSW	63,559	66,140	68,727	71,312	73,895	76,481	79,061
	Casual Protection Asst.	41,857	43,925	45,991	48,059	50,126	52,191	54,258
	per hour	23.00	24.13	25.27	26.41	27.54	28.68	29.81
	+10% in lieu of benefits	25.30	26.55	27.80	29.05	30.30	31.54	32.79

Schedule B  
Effective April 1, 2022

CLASS	Job Class	Min	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Max
A	CP Worker	66,544	69,149	71,761	74,371	76,982	79,592	82,201
B	F.V. Worker Child Witness Court Long Distance Worker	60,281	62,887	65,499	68,106	70,717	73,329	75,938
C LEGACY	Child & Family Support Worker	54,745	56,834	58,92	61,009	63,097	65,183	67,271
C	Child & Family Support Worker Volunteer Co-ord Child & Youth Worker Transportation and Access Coordinator Disclosure Worker Legal Clerk	54,019	56,107	58,194	60,282	62,370	64,456	66,544
D	Protection Assistant Unit Assistant Reporter Financial Unit Assistant	42,276	44,364	46,451	48,539	50,628	52,713	54,800
E	MSW	66,573	69,597	72,620	75,642	78,663	81,683	84,708
F	BA/BSW	64,195	66,801	69,414	72,025	74,634	77,245	79,852
	Casual Protection Asst.	42,276	44,364	46,451	48,539	50,628	52,713	54,800
	per hour	23.23	24.36	25.52	26.67	27.82	28.96	30.11
	+10% in lieu of benefits	25.55	26.81	28.07	29.34	30.60	31.86	33.12

Schedule C  
Effective April 1, 2023

CLASS	Job Class	Min	Yr1	Yr2	Yr3	Yr4	Yr5	Max
A	CP Worker	67,210	69,847	72,479	75,115	77,757	80,388	83,023
B	F.V. Worker Child Witness Co-ord Prog. Dev. Worker	60,883	63,516	66,154	68,787	71,424	74,062	76,697
C - LEGACY	Child & Family Support Worker	55,233	57,402	59,510	61,619	63,728	65,835	67,944
C	Child & Family Support Worker Volunteer Co-ord Child & Youth Worker Transportation and Access Coordinator Disclosure Worker Legal Clerk	56,559	56,668	58,776	60,885	62,994	65,100	67,210
D	Protection Assistant Unit Assistant Receptionist Financial Unit Assistant	42,699	44,808	46,916	49,025	51,134	53,240	55,348
E	MSW	67,239	70,293	73,346	76,399	79,450	82,500	85,555
F	BA/BSW	64,837	67,469	70,106	72,745	75,380	78,018	80,650
	Casual Protection Asst.	42,699	44,808	46,916	49,025	51,134	53,240	55,348
	part-time	23.46	24.62	25.78	26.94	28.10	29.25	30.41
	+10% in lieu of benefits	25.81	27.08	28.36	29.63	30.91	32.18	33.45



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN’S AID SOCIETY OF OXFORD COUNTY**  
**(the “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 2193**  
**(the “Union”)**

**Letter of Understanding – Provincial Discussion Table and Sub-Committees [PDT]**

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

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

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

**Dated at Woodstock, Ontario, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**The Canadian Union Of Public  
Employees and its Local 2193**

**The Children’s Aid Society of Oxford  
County**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF OXFORD COUNTY  
(the "Employer")**

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2193  
(the "Union")**

**Local Superior Provisions [PDT]**

The parties agree that the process of the Provincial Discussion Table (PDT) is about strengthening, building and creating capacity in the sector. The Consensus Agreement dated June 4th, 2011 states that there shall be no loss of current entitlements as a result of accepting its terms and where there are current employee entitlements which are superior to those outlined in the Consensus Agreement, those superior provisions shall prevail and continue into the renewed Collective Agreement, unless mutually agreed locally by the parties. The parties to this Collective Agreement agree that the aforementioned superior provisions obligation has been fulfilled by the terms of this April 1, 2017 to March 31, 2021 Collective Agreement.

This letter of understanding does not form part of the Collective Agreement and shall not be the subject matter of a local collective agreement, grievance or arbitration. This letter of understanding shall remain in full force and effect for the term of this Collective Agreement and shall not automatically renew at the expiry of the April 1, 2017 to March 31, 2021 Collective Agreement except by express agreement of the parties.

**Dated at Woodstock, Ontario, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**The Canadian Union Of Public  
Employees and its Local 2193**

**The Children's Aid Society of Oxford  
County**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN’S AID SOCIETY OF OXFORD COUNTY**  
**(the “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 2193**  
**(the “Union”)**

**Human Resource Adjustment Plans (HRAP) [PDT]**

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

**Dated at Woodstock, Ontario, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**The Canadian Union Of Public  
Employees and its Local 2193**

**The Children’s Aid Society of Oxford  
County**

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**APPENDIX B**

**CASPDT Human Resources Adjustment Plans ("HRAP(s)")**

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

between

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

- and -

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

- and -

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

- and -

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

- and -

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

**June 3rd, 2011**

## **PREAMBLE**

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

## **ARTICLE 1 - SCOPE AND PURPOSE**

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

## **ARTICLE 2 – GENERAL**

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the employers and local unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.
- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the *Employment Standards Act*, 2000 and collective agreement rights and provisions, as may apply.
- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

### **ARTICLE 3 – DEFINITIONS**

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

### **ARTICLE 4 – SENIORITY**

- 4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:
- (a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.
  - (b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the employee is employed in both of the transferred programs), the employee shall receive the greater amount of seniority and service held at either Predecessor Employer.
  - (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date).

### **ARTICLE 5 - ACCESS TO WORK**

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

- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
  - (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.
  - (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
  - (d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph (a), supra.
  - (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.
  - (f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
  - (g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.
- 5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of **twenty-four (24)** months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.
- 5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the Predecessor Employer will apply, unless the provisions of this agreement are superior.

## **ARTICLE 6 - BARGAINING UNIT REPRESENTATION**

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

## **ARTICLE 7 - LABOUR ADJUSTMENT OPTIONS**

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

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

- (a) be placed on a recall list for **twenty-four (24)** months from the date the actual layoff begins; or
- (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-two (26) weeks' pay inclusive of obligations under the *Employment Standards Act, 2000*.

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

## **ARTICLE 8 - TERMS OF EMPLOYMENT**

8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall address transition issues related to disabled employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.

8.02 The Local HRAP shall include an article dealing with the qualifications required by the Successor Employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.



## **ARTICLE 9 - DISPUTE RESOLUTION PROCESS**

9.01 Disputes between an employer and a union covered by this framework that are unresolved, and which arise from the interpretation or application of a local HRAP negotiated in response to an integration, will be processed as follows:

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

## **ARTICLE 10 - TERM AND APPLICATION**

10.01 The Term of this agreement is the same as the term of the CAS PDT Consensus Agreement.

10.02 The terms of this Framework HRAP are subject to approval by the principals of each party in accordance with their normal ratification procedures.

10.03 This Framework HRAP and any local HRAP will only apply to an integration if all of the local parties affected by the integration (i.e. Successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the PDT agreement.

## **LETTER OF UNDERSTANDING**

### **RE: TEMPORARY, CASUAL, AND CONTRACT EMPLOYEES**

1. The parties recognize that from time to time, the Employer must engage the services of temporary, casual, or contract employees to cover absences of regular staff due to vacations, illness, leave of absence, to cover volume overloads, or to perform work under special grant projects.
2. Where the employment of temporary, casual, or contract employees is not expected to exceed three (3) continuous calendar months, such employees shall not be covered by the provisions of this Collective Agreement.
3. Where the employment of temporary, casual, or contract employees is expected to exceed three (3) continuous calendar months, such employees shall be covered by the provisions of the Collective Agreement, except as follows:
  - (a) Where the employment of temporary, casual, or contract employee is pursuant to the terms of a special grant or project, and is for one year or less, or the employee is hired to replace another employee who is temporarily absent, such employee may be terminated or laid off without regard to seniority notwithstanding the provisions of the Collective Agreement, and their remuneration shall be in accordance with the terms of the special grant which is the basis of their employment. If their employment continues in excess of one year, the Employer will credit them with actual seniority accrued during such temporary, casual, or contract employment.
  - (b) Where employment of temporary, casual, or contract employee is less than one (1) year, such temporary, casual, or contract employee shall not be entitled to the health and welfare benefits outlined in Article 27 hereof, or the vacation benefits outlined in Article 21 hereof. They shall be entitled to vacation pay in accordance with the provisions of the ***Employment Standards Act, 2000***.
  - (c) Temporary, Casual and Contract employees shall be paid in accordance with Schedule A if such employee was not hired under the terms and conditions of a special grant or project. Employees hired under the terms and conditions of a special grant or project shall be paid under the terms of the special grant or project.
4. The Employer shall advise the Union, on a regular basis, of the names and special conditions under which persons referred to herein have been engaged.
5. The parties understand that the purpose of this letter is not to replace regular bargaining unit employees but to supplement and support bargaining unit employees, and to enable the Employer to undertake special grant projects.

6. Temporary, Casual and Contract employees shall be considered as applicants for vacancies as defined under Article 16 after all internal applicants have been considered but prior to external applicants being considered. Service not yet recognized as seniority and actual seniority shall be considered as seniority for the purpose of a job competition.

**Dated at Woodstock, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**For the Union:**

**For the Employer:**

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## LETTER OF UNDERSTANDING

### RE: WORKLOAD

- I. The **Employer** recognizes that the issue of workload is of serious concern to bargaining unit employees. Further the **Employer** recognizes its responsibility to provide services through employees in accordance with the The legislation governing the provision of child welfare services in Ontario and to conform to current Ministry standards. It is also the responsibility of the **Employer** to establish and maintain an effective infrastructure to facilitate the employee's achievement of all standards.
- II. The **Employer** and the Union recognize their shared commitment for delivery of quality service to children, youth and families. Further, it is the mutual responsibility of the employee and the supervisor to ensure compliance with Ministry standards with respect to case documentation. Without limiting the generality of the foregoing, the supervisor shall endeavor to provide an opportunity for the worker to complete case documentation in those cases where the demands and the requirements of other aspects of the employee's job would impede the employee's ability to complete the case documentation in a timely manner as prescribed.
- III. The **Employer** and the Union acknowledge that workload can fluctuate and should be reviewed on a regular basis **with the goal of equitable and reasonable distribution of workload**. The **Employer** acknowledges the important role that the Union plays on behalf of its members in participating in that ongoing review.
- IV. The **Employer** undertakes to utilize a variety of methods in an ongoing effort to manage workload demands. These methods may include but will not be limited to the following:
  1. Assign cases based on the needs of the Unit, the individual skill level and experience, current workload and anticipated workload fluctuations.

This may involve the Team Manager's knowledge of the following factors:

- Number of cases before the Court.
- Number of high risk/**complex cases and cases pending for closure/transfer**
- Number of Supervised Access Visits **to be conducted by the worker**.
- Amount of required driving time.
- Team coverage.
- Leaves of absence, including vacation and prolonged illnesses.
- Introduction of new technology and systems.
- Coaching and mentoring staff.
- Worker's attendance at **mandatory** training.
- Number of active cases.
- Number of cases requiring documentation **volume of documentation required**.

- **Committee work/mentoring new staff or student.**
2. Ensure regular ongoing supervision.
  3. The **Employer** will ensure that employees know what is expected of them by:
    - Providing ongoing performance feedback through regular supervision for all employees.
    - Identifying developmental objectives through the annual performance evaluation process.
- V. The **Employer** and the Union agree to review workload issues by each of the following means:
1. **Discussion of workload issues will be a standing agenda item at each Joint Workload meeting that will take place nine (9) times per year.**
  2. The purpose of the Joint Workload Committee is to make recommendations to the Executive Director or designate on ways and means to address said workload issue(s) related to employees. Management will provide a formal response within forty-five (45) working days to the Workload Committee's recommendations. Should a recommendation made to the Management Team not be implemented, the reasons for that decision will be provided to the Joint Workload Committee and the Workload Committee will revisit the issues that led to the recommendations.
  3. The Joint Workload Committee will be comprised of three (3) elected representatives from CUPE Local 2193 and up to three (3) representatives from the **Employer's** Management. The Committee shall be chaired by a management or union representative on an alternating basis.
  4. Time spent attending to the business of the Committee shall be considered time worked. Such business and associated time worked shall be recommended by the Committee and authorized by the Executive Director or designate.
  5. The **Employer** shall forward to the Union on a monthly basis case assignment statistics detailing each case carrying worker status and the number of cases assigned by type.

## VI. CASELOAD RANGES & WORKLOAD REVIEWS

The Employer shall endeavor to keep caseload ranges to as manageable levels as possible. It is understood that employees cannot refuse to accept a case based on workload issues.

**Definition:** Workload ranges indicate the ideal range of cases that may be carried by individual workers and by their aggregation, the service of operational teams to which they are assigned.

Where, following the appropriate assessment, a case has been designated for closure by a supervisor, after 30 days it will not be included in the caseload counts. The expectation is that all case recording for case closure will be completed within 30 days.

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

Within 90 days following ratification of the Collective Agreement the Employer shall endeavor to ensure that the following caseload ranges will not exceed:

<b>Investigations</b>	<b>8 – 11 new assignments per month</b>
<b>Ongoing Family Services</b>	<b>15-18</b>
<b>Children’s Services/Resources</b>	<b>17-22</b>
<b>CCSY</b>	<b>22-27</b>
<b>Kinship Service</b>	<b>17-22</b>
<b>Adoption (children on AP, approved homes, post adoption)</b>	<b>20-25</b>

A workload review may be conducted if a worker’s caseload exceeds the ranges listed above and may be initiated by either the employee or the manager. At a minimum, a workload review will be conducted quarterly. Workload ranges shall be averaged over a 3 month period commencing 6 months from the date of ratification.

It is understood that an employee with a workload concern may request a review, by their manager and that such request shall be made in writing. It is mutually agreed that the parties adhere to the following process:

1. The manager and the employee will endeavour to meet within five (5) business days of the manager receiving the written request to discuss the employee’s concerns.
2. The manager will conduct a review of the employee’s caseload in consideration of the factors outlined in paragraph IV and develop with the employee a plan to resolve the workload concerns.
3. If the employee and manager are unable to develop an agreeable plan, a designate from the Union and the Employer shall endeavour to meet within ten (10) business days to resolve the issues related to the disagreement.

The contents of this Letter shall not be a difference between the parties and shall not be the subject of a grievance or arbitration except where the specific undertakings are provided to an employee and the Employer fails to implement the same. In such case, the employee may grieve such non-compliance by filing a grievance at Step 2.

**The Parties agree to renew this Letter of Understanding and that it covers all positions and can be utilized by any staff person. The Employer agrees to resume Workload Committee meetings, nine (9) times per year as per the Letter of Understanding. If the Director of Service cannot attend, another representative will attend in their place.**

**Dated at Woodstock, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**For the Union:**

**For the Employer:**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN’S AID SOCIETY OF OXFORD COUNTY**

**(the “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2193**

**(the “Union”)**

This will confirm the understanding of the parties reached during negotiations for the renewal of the Collective Agreement which expires **March 31, 2024**, with respect to the following:

In compliance with the *Occupational Health and Safety Act*, the parties have established and do maintain a Joint Health and Safety Committee. The Committee members do have access to jointly agreed training in a timely manner.

The Parties agree that this Committee shall continue to concern itself with matters relating to violence against staff, including but not limited to policy development and training recommendations. Therefore, the issues of *Violence, Harassment and/or Bullying in the Workplace* shall be a standing item on the Joint Health and Safety Committee meeting agendas.

The Parties agree that the following Policies shall remain in effect for the duration of the Collective Agreement which expires **March 31, 2021**. The Employer shall consult with the Joint Health and Safety Committee, prior to amending the same.

The Parties agree that these Policies or any amendments do not form part of the Collective Agreement:

- HR 1-20 Values and Code of Ethics
- HR 3-10 Occupational Health and Safety
- HR 3.20 Violence Harassment and/or Bullying in the Workplace

**Dated at Woodstock, Ontario, the \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**The Canadian Union Of Public  
Employees and its Local 2193**

**The Children’s Aid Society of Oxford  
County**

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**LETTER OF UNDERSTANDING**

**RE: RETURN TO WORK ISSUES**

The Parties agree that “Return to Work” issues will be a standing item on the Agenda of the Employer Union Committee meetings. The Employer agrees to maintain Human Resources Policy #HR 3-50: *Return to Work and Accommodation*.

The Parties agree to meet on or before **January 31<sup>st</sup>, 2022**, to discuss “Return to Work” and the current Policy #HR 3-50: *Return to Work and Accommodation*, recognizing that amendments may be made to this Policy.

**Dated at Woodstock, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**For the Union:**

**For the Employer:**

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**LETTER OF UNDERSTANDING**

**RE: FLEX TIME GUIDELINES**

The parties agree that the current flex time guideline shall remain in place until such time as the Employer notifies the Union at least ninety (90) days prior to its intent to alter or delete the flex time guideline. During the ninety (90) day notification period, the Employer shall meet with the Union and provide the Union with its rationale for altering or deleting the flex time guideline. The Employer shall provide the Union with an opportunity to respond to the Employer's intention within ten (10) working days, if the Union states such a desire and the Employer shall consider the Union's response.

**Dated at Woodstock, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**For the Union:**

**For the Employer:**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN’S AID SOCIETY OF OXFORD COUNTY**  
**(the “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 2193**  
**(the “Union”)**

**Clarity of Article 18.02**

The Parties agree that for the duration of this Collective Agreement, the following shall apply:

1. The Employer shall establish a quarterly “On Call Duty” schedule with “On Call Duty” assignments. There shall be three assignments per week as follows:
  - **Fridays commencing at 4:30 p.m. and ending on Monday at 8:30 a.m.**
  - **Monday commencing at 4:30 p.m. and ending on Tuesday at 8:30 a.m. and Tuesday commencing at 4:30 p.m. and ending on Wednesday at 8:30 a.m.**
  - **Wednesday commencing at 4:30 p.m. and ending on Thursday at 8:30 a.m. and Thursday commencing at 4:30 p.m. and ending on Friday at 8:30 a.m.**

The Employer shall maintain the current staffing levels for “On Call Duty”. In the event the Employer seeks to amend either the assignments, as listed above, and/or the current staffing levels, the Employer agrees to meet with the Union to discuss its proposed changes and to provide the Union with the opportunity for meaningful input in such discussions prior to the Employer making any amendments.

2. All other terms and conditions of the Collective Agreement shall continue to apply including, but not limited to, Article 18.03.

**Dated at Woodstock, Ontario, this \_\_\_\_ day of \_\_\_\_\_, 2021.**

**For the Union:**

**For the Employer:**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN’S AID SOCIETY OF OXFORD COUNTY  
(the “Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2193  
(the “Union”)**

This will confirm the understanding of the parties reached during negotiations for the renewal of the Collective Agreement which expires March 31, 2021, with respect to the following:

**Accumulated Overtime Pay Out:**

Within 60 calendar days of Date of Ratification, the Employer will provide each eligible employee with a record of total overtime accumulated as of the Date of Ratification. If there is a discrepancy between the record of the Employer and the employee, the employee must notify the Employer within 30 calendar days of receipt of the Employer’s record, after which time the Employer’s record will be deemed to be accurate.

The Employer agrees to pay up to a maximum of 120 accumulated compensatory overtime hours (not the hours already eligible for pay out) to the employee. Those employees with at least 70 hours of accumulated overtime must accept a pay out of a minimum of 50% of their accumulated overtime hours up to a maximum of 120 hours. This pay out will be at the employee’s rate of pay as of September 1, 2017 (e.g. If an employee has 80 hours of accumulated overtime, they can elect to take any amount between 40 and 80 hours as a pay out).

The Employer agrees to repeat this payment plan in fiscal 2018-19 with the understanding that the cap on the payout will be no less than 70 hours. This pay out will occur within the first 4 months of the fiscal year.

**Dated at Woodstock, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**For the Union:**

**For the Employer:**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF OXFORD COUNTY**

**(the "Employer")**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2193**

**(the "Union")**

**RE: COMMITMENT TO EQUITY, DIVERSITY AND INCLUSION:**

The Child Welfare Sector has made a collective commitment to heighten awareness of discrimination, anti-black racism, anti-indigenous racism and the persistence of historically oppressive practices that uphold and reinforce white Eurocentric, Christian, heterosexual, paternalistic systems and structures. In the Child Welfare sector, there continues to be evidenced over-representation of black and indigenous youth in foster care. Our communities are increasingly growing in racial and ethnic diversity and the racism seen throughout our colonial history continues to present in our daily lives. Although the Child Welfare sector has undertaken to address these inequities by implementing training, education and practice reviews, these progressions are regarded as the beginnings of true and transformative change within the Child Welfare Sector.

It is the goal of the Employer that services and supports provided to the community are equitable and inclusive of all individuals and that all people, especially those who are marginalized and vulnerable, regardless of their gender, gender identity, sexual orientation, race, religion, ethnicity, age, socio-economic status, physical and cognitive abilities or marital status, receive services that are fair, equitable, inclusive and culturally safe. We further our commitment to equity, inclusion, anti-black racism, anti-indigenous racism, diversity, human rights and dignity, anti-oppressive practice and fairness for all of our employees as well as the children, youth and families to whom we offer service.

The Employer, with all employees and in partnership with Local 2193, seek to:

- Eliminate racial and social equity barriers in the provision of child welfare services, related programs, and policies.
- Create and maintain an environment of diversity, inclusion and respect both in and around the child welfare organization and in all aspects of our organizations role in the community.
- Ensure that there is meaningful engagement of marginalized and disenfranchised people in the community and supporting them to express their voice

**Dated at Woodstock, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.**

**For the Union:**

**For the Employer:**

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**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE CHILDREN'S AID SOCIETY OF OXFORD COUNTY  
(Hereinafter called the "Employer")**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2193  
(Hereinafter called the "Union")**

**Re: AFTER HOURS SERVICE CONTINUITY:**

The Employer and the Union agree to meet on or before January 31, 2022 to:

- i. Discuss and explore opportunities to reduce the administrative burden of CPIN arising from service calls received by employees while on on-call duty; and,
- ii. Discuss the circumstances and process in which a second worker will be called in for back-up to the worker on-call. To inform this discussion, the Employer acknowledges the regular practice to call in a second worker when conducting an unanticipated investigation or call out. However, in rare circumstances where there are scheduled after hours tasks to be performed to ensure safety, it will not always be the case that a second worker will be required. A discussion with the after hours manager would likely be a precondition in such circumstances prior to a second worker being called in. These issues can form part of the discussion regarding anticipated and unanticipated service continuity in after hours service.

**IN WITNESS WHEREOF this letter of understanding has been duly executed under seal and in the presence of a witness this \_\_\_\_ day of \_\_\_\_\_ 2021.**

**SIGNED SEALED AND DELIVERED  
in the presence of:**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Duly Authorized Officer  
THE CHILDREN'S AID SOCIETY OF  
OXFORD COUNTY**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Duly Authorized Officer  
CUPE AND ITS LOCAL 2193**