Collective Agreement

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between

Ontario Public Service Employees Union
On behalf of its Local 304

and

York Region Children's Aid Society
(incorporated as Children and Family Services for York Region)

Full-Time/Part-Time Child Protection Workers/Office & Clerical

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DURATION: April 1, 2019 TO March 31, 2023

OPSEU
SEFPO

York Region
Children's Aid Society
Société d'aide à l'enfance
de la région de York

Sector 4
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ARTICLE 1 – PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, to give service to the public in accordance with the Child, Youth and Family Services Act, 2017, as amended, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this Agreement to be the duty of the Employer and its employees to co-operate fully, individually and collectively for the advancement of the said aforementioned objectives.

ARTICLE 2 – RECOGNITION

2.01 After Hours Employees shall be covered by the terms of the collective agreement subject to the agreed alterations to those terms as set out in Article 25 to this agreement.

2.02 The Employer recognizes the Union as the sole exclusive bargaining agent for all persons employed by the Employer in the Regional Municipality of York save and except Executive Assistant, Lawyers, Quality Assurance, Human Resources Coordinator, Human Resources Specialist, Senior Administrative Assistant, Accounting Personnel, Senior Systems and Network Coordinator, System Analyst/ Application Developer, Office Services Coordinator, Strategy and Project Analyst, Communications Coordinator, Volunteer Coordinator, CEO, Directors, Supervisors and persons above the rank of Supervisor and students employed during school vacation periods and students engaged in Government grant programmes.

2.03 (a) Regular part-time employees used throughout this Agreement has reference to other than full-time employees in the Bargaining Unit who have made a written commitment to the Employer to be available for work the year round, on some predetermined basis as required and determined by the Employer and in respect of whom there is predetermined scheduling.

(b) "Casual part-time employees" is used to refer to an employee in the Bargaining Unit who has made a written commitment to the Employer to be available for work on call as required. The employee has the right to decline work based on their declared availability each time they are called except that declining three (3) consecutive assignments of work or a total of twelve (12) assignments of work in any twelve (12) month period shall result in such employee's name being removed from the casual register.

2.04 (a) Contract employees shall be hired in the following circumstances:

(i) Employees hired for a specific term or project, or due to increased workload, for a period of up to six (6) months duration. Following consultation with the Union, the foregoing term may be extended for periods of up to six (6) months duration.

(ii) Employees hired to replace an employee in the bargaining unit who is on an approved leave of absence or absence due to illness or injury.

(b) If a contract employee is hired into a permanent position without a break in service, the employee's seniority shall include the period of the employee's last contract.

(c) If a contract employee is hired into a permanent position which is the same as their last contract position without a break in service, the period of the employee's last contract will be credited toward their probationary period as a permanent employee, subject to a minimum probation period of six (6) months.

(d) Contract positions are to be filled at the Employer's discretion. Therefore, Articles 15 and 16 of this Agreement do not apply to contract positions.

(e) The Employer shall notify the Union when a contract employee is hired.

(f) Contract employees shall be covered by all Articles and shall receive all benefits set out in this Agreement, save and except:

Article 11 – DISCHARGE AND SUSPENSION CASES

Article 13 – SENIORITY

Article 14 – LAY-OFFS AND RECALL

Article 19 – TERMINATION

Article 23 – VACATIONS WITH PAY; after six months of employment, a contract employee shall be credited with one week of vacation, Article 23 shall apply, and vacation accrual under Article 23.01 shall commence.

Article 26 – HEALTH AND WELFARE; Long Term Salary Protection, Group Life, and OMERS.

ARTICLE 3 - NO DISCRIMINATION

3.01 The Society and the Union recognize the inherent dignity, worth and rights of each individual. The parties agree to maintain a workplace where behaviour that contravenes the Ontario Human Rights Code, Employment Standards Act, or Labour Relations Act is not condoned. To these ends, the employer agrees to maintain a policy with respect to harassment in the workplace which is accessible to all employees.

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

3.03 The Employer and the Union agree that there shall be no discrimination based on protected grounds in the Ontario Human Rights Code against any employee because of their race, ethnic origin, creed, colour, sex and gender expression, sexual orientation, marital status, family status, citizenship, ancestry, place of origin, age, record of offences, disability or receipt of public assistance.

3.04 (a) The Society and the Union affirm that every employee is entitled to a respectful work environment and an environment free from psychological harassment which includes bullying. Therefore, the Society and the Union will not condone any inappropriate behaviour by any of their respective representatives or members that interferes with work relationships and isolates, alienates or demeans any employee.

(b) The Society and the Union agree that there shall be no psychological harassment in the workplace by any of their respective representatives or members. The Society will take every reasonable action to eliminate such behaviour and provide redress.

Psychological harassment means any vexatious behaviour that is repetitive in the form of hostile or unwanted conduct, verbal comments, actions or gestures that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee. Notwithstanding this, psychological harassment must not be confused with the normal exercise of the Society's management rights, in particular their right to assign tasks and their right to take disciplinary action. Insofar as the Society does not exercise these rights in a manner that is inconsistent with Article 3, their actions do not constitute psychological harassment.

ARTICLE 4 – DUES DEDUCTION

4.01 Relationship – The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if they wish to do so, and may refrain from becoming a member of the Union if they so desire.

4.02 The Employer shall deduct from each pay to each employee in the Bargaining Unit, starting with the pay period nearest to the effective date of this agreement, after the date of execution of this Agreement and such deduction to commence from the first day of employment, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments. The Employer agrees that it will remit the total amount of such deduction to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following the month the deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made. This list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence.

4.03 The Union agrees to indemnify and save the Employer harmless in respect of all suits, actions or causes of action which may arise in respect of the deduction of dues provided for herein.

4.04 The Employer agrees to give each person in the bargaining unit a T-4 slip for income tax purposes showing the amount of dues deducted and shall give it to each person in the bargaining unit on time for inclusion in their income tax return.

ARTICLE 5 – MANAGEMENT RIGHTS

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

(a) maintain order and efficiency;

(b) hire, promote, demote, classify, transfer, layoff, suspend and retire employees, and to discipline or discharge any employee who has acquired seniority for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) make, enforce, and alter, from time to time rules and regulations to be observed by the employees provided such rules and regulations are not contrary to provisions of this agreement, the Ontario Human Rights Code and the Employment Standards; and

(d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

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

ARTICLE 6 – UNION REPRESENTATION

6.01 The Employer recognizes the following representatives of the Union

(a) An Executive Committee composed of the Local President, Vice-President, Secretary, Treasurer, and Chief Steward.

(b) 12 stewards, one of whom shall be designated as Chief Steward.

(c) A Bargaining Committee composed of 5 members.

(d) An Employer/Employee Relations Committee (EERC) team composed of 6 members.

(e) A Union Staff Representative.

6.02 All committee members (other than the Staff Representative) and stewards shall be members of the Local and shall have completed their probationary periods.

6.03 The parties agree that an equal number of stewards should be selected from each of the Employer's branch offices. The Union agrees to take all steps necessary to achieve that result.

6.04 The Union shall provide the name and position of each committee member and steward to the Employer in writing, and the Employer shall not be required to recognize any committee member or steward until such notice is received.

6.05 The limits set in this Article on the numbers of committee members and stewards may be altered by mutual agreement of the parties.

6.06 The Employer undertakes to instruct all of its managerial employees to co-operate with the Committee members in the carrying out of the terms and requirements of this Agreement.

6.07 The Union undertakes to secure from its Committee members and members, their co-operation with the Employer and with all persons representing the Employer in a managerial capacity.

6.08 Committee members and stewards shall only be permitted to leave their work to attend to Union business in the following circumstances and subject to the following conditions:

(a) Members of the Union Executive Committee and stewards shall be permitted to take up to a combined total of thirty-two (32) hours per month with pay, of which eight (8) hours may be on the Employer's premises if needed, for them to attend to Union business during what would otherwise be working time. No such other Union business shall be conducted on the Employer's premises. It is understood that the aforementioned thirty-two (32) hours per month is the maximum available to the entire Executive Committee and stewards excluding the union president.

(b) Members of the Union Bargaining Committee shall receive their regular rate of pay, to a maximum of 7 hours per day, while attending negotiations with the Employer during what would otherwise be working time, up to, but exclusive of, conciliation. The foregoing maximum of 7 hours per day shall be reduced to 6.75 hours per day while summer hours are in operation.

(c) Stewards shall receive their regular rate of pay while attending at grievance, formal investigation, and termination meetings and any other meetings at the request of the employer during what would otherwise be working time.

(d) The Employer and the Union shall have equal representation on the EERC. The EERC shall meet on a quarterly basis, or at the request of either the Local President or CEO, to discuss items pertaining to this Agreement or items of mutual concern. EERC meetings shall normally be held between noon and 1:00 p.m.

Any employee who is required to attend these meetings and would not normally be at work during the scheduled meeting shall receive straight time for all hours at the meeting.

(e) Committee members and stewards shall obtain the permission of their supervisor(s) before absenting themselves from their scheduled work to attend to any of the aforementioned Union business. Such permission shall not be unreasonably withheld.

(f) Union business conducted during working hours shall be handled promptly and shall not interfere with the Employer's operations or the timely completion of employee duties. The Employer reserves the right to limit such time if it deems the time taken to be excessive or disruptive to its operations.

6.09 The Supervisor will take the Union Vice President's and Chief Steward's work with the Union into consideration when assigning cases.

ARTICLE 7 – NO STRIKES – NO LOCKOUTS

7.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

7.02 The Union recognizes the right of the Employer to discharge or otherwise discipline employees taking part in such a strike, provided that a claim by an employee or employees that such participation was not factual or that such discharge or discipline was inappropriate shall be treated as a grievance under the discharge or discipline clause of this Agreement. The Employer does not intend to indiscriminately administer such discipline in the light of facts as they appear at that time.

7.03 The Employer agrees not to conduct a lockout or shutdown for anti-union purposes during the term of this Agreement. Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step 2 of the grievance procedure.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

8.02 It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is mutually understood that an employee has no grievance until they have clearly notified their supervisor they have a formal complaint and first given their immediate supervisor the opportunity of addressing their complaint.

Such complaint shall be discussed with their immediate supervisor within ten (10) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee and failing settlement within ten (10) working days, it may be submitted as a written grievance within ten (10) working days following advice of their immediate supervisor's decision in the following manner and sequence: Complaints made directly against the supervisor under Article 3 may proceed directly to Step 1 or through the Agency's workplace complaint resolution process.

STEP NO. 1:

Upon receipt of a written grievance the supervisor shall have ten (10) working days from the date of receipt to call a meeting of the employee, the employee's supervisor, and the employee's Director of Services for the purpose of attempting to resolve the grievance. The employee may be accompanied at the meeting by their Steward. The decision of the supervisor or Director of Services shall be provided in writing within ten (10) working days of that meeting.

STEP NO. 2:

Failing settlement of the grievance at Step No. 1, or failure of the appropriate member of management in Step No. 1 to submit the reply within the prescribed period, the employee or steward shall present the grievance in writing to the CEO of the Employer or designate within ten (10) working days from the time the reply is received or should have been received in Step No. 1. The CEO or designate shall have fifteen (15) working days from the date of receipt to call a meeting of the parties to attempt to resolve the grievance. The employee may be accompanied at the meeting by their Steward. Failing resolution of the grievance, the CEO or designate will give their decision in writing within the said fifteen (15) working days.

8.03 It is understood and agreed that the grievor may be assisted by a steward at any stage of the grievance process, including the complaint stage, and that the grievor may be assisted by an O.P.S.E.U. Staff Representative at Step No. 2 of the grievance procedure.

8.04 The Employer shall provide the grievor with replacement copies of relevant documents previously provided to them, if copies of specific documents are requested in writing by the grievor. The Employer shall provide the copies within three (3) working days of the grievor's request.

8.05 The Employer shall provide the employee with at least twenty-four (24) hours advance notice of a meeting held with persons other than or in addition to their direct supervisor for the purpose of imposing discipline, in order that the employee may contact a union representative to be present at the interview.

If no union representative is available at the scheduled meeting time, the parties will attempt to reschedule the meeting within a reasonable timeframe. If all parties agree and are available such a meeting may take place with less than 24 hours notice.

8.06 It is further understood and agreed that the discharge of a probationary employee with or without just cause shall not constitute a difference between the parties arising from the interpretation, application, administration or alleged violation of the agreement for the purposes of this Agreement or section 48 of the Ontario Labour Relations Act. Such a discharge shall not be the subject of a grievance or dealt with pursuant to the grievance or arbitration processes contained herein.

However, a probationary employee shall not be released for reasons which are arbitrary, discriminatory as per the human rights code or in bad faith, or for exercising a right under this Agreement.

The Employer agrees to provide written reasons for the termination of a probationary employee within seven (7) days of such termination.

ARTICLE 9 – ARBITRATION

9.01 Both parties to this Agreement agree that any difference or grievance which has been properly carried through all the steps of the grievance procedure outlined in Article 8, and which has not been settled, will, at the written request of either of the parties, be referred to a Board of Arbitration within fifteen (15) working days of receipt of reply at Step No. 2.

9.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as chairman chosen by the other two members of the Board.

9.03 Within ten (10) working days of the request by either party for a Board, the other party shall notify the party requesting arbitration in writing of the name of its nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration shall apply to the Minister of Labour within five (5) working days requesting appointment of a nominee.

9.04 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree to a third person within ten (10) working days of the notification mentioned in 9.03 above, within three (3) working days thereof, the Minister of Labour for the Province of Ontario will be asked to nominate a person to act as chair. Such request shall be made by the party wishing to further process the grievance.

9.05 For purposes of this Agreement, the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the chair governs.

9.06 Each of the parties of this Agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the chair.

9.07 No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that Board of Arbitration.

9.08 In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite Board of Arbitration as referred to above, the party submitting the grievance to arbitration shall so signify within fifteen (15) working days of receipt of the reply at Step No. 2 of the grievance procedure. The referring party shall provide the other party with a written notice of referral to arbitration containing a list of three (3) proposed sole arbitrators. Within ten (10) working days, the other party shall provide a written reply either accepting one of the proposed sole arbitrators or providing a list of a further three (3) arbitrators. If the parties do not agree on a sole arbitrator within twenty (20) working days of delivery of the notice of referral to arbitration, the process for the selection of a Board of Arbitration shall commence.

9.09 An arbitration board or sole arbitrator shall not have the power to amend, vary or in any way modify this collective agreement.

ARTICLE 10 – POLICY GRIEVANCES

10.01 It is understood that the Employer may bring forward at any meeting held with the Union Executive Committee any complaint with respect to the conduct of officers, committee members or union representatives, and if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as a grievance of an employee.

10.02 Similarly, the Union shall have the right to process policy grievances, which may not otherwise be processed by individual employees.

10.03 All policy grievances shall be initiated in writing at the Step 2 level of the grievance procedure.

10.04 **Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they shall present a group grievance in writing. Such employees shall be listed on the grievance form and except in exceptional circumstances shall sign the grievance form which shall be submitted at Step No. 2. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 11 – DISCHARGE AND SUSPENSION CASES

11.01 A claim by a seniority-related employee that they have been discharged without just cause, or by any employee that they have been suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the CEO at Step No. 2 of the Grievance Procedure within seven (7) working days after the employee receives written notice of discharge or suspension. For the purposes of this Article, Step No. 1 shall be waived. Such special grievances may be settled by mutual agreement at any time or location including after the release of the arbitration award.

ARTICLE 12 – TIME LIMITS

12.01 Notwithstanding Section 48(16) of the Labour Relations Act, S.O. 1995 as amended, for purposes of Articles 8, 9, 10 and 11, and all grievances processed thereunder all time limits shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure the grievance has not been processed by the grievor or their agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the grievor, within the time limits as prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing or at the discretion of the arbitrator.

12.02 For the purposes of Articles 8, 9, 10 and 11, "working days" shall mean all days except Saturdays, Sundays and paid holidays as defined in Article 22.

ARTICLE 13 – SENIORITY

13.01 (a) Seniority, as referred to in this Agreement, shall mean length of continuous service in the Bargaining Unit and shall be on a Bargaining Unit-wide basis (i.e. seniority in the Bargaining Unit, not seniority on a team). Casual employees shall not accumulate seniority.

(a) There shall be one combined seniority list for full-time and part-time employees. Part-time seniority shall be calculated on the basis of 1820 hours equalling one year of service.

13.02 For Child Protection Staff:

An employee upon becoming authorized, will be considered to be on probation for a period of nine (9) months following them becoming a regular full-time or part-time employee, excluding vacation and any authorized leave longer than four days.

However, a new employee who, at the time of hiring, is already authorized as a child protection worker in the Province of Ontario and has been hired into a position which is designated as a child protection position for the purposes of the Child, Youth and Family Services Act, will be considered to be on probation for a period of six (6) months, excluding vacation and any authorized leave longer than four days, following their becoming a regular full-time or part-time employee. "Child Protection Staff" refers to those employees designated as child protection workers for the purposes of the Child, Youth and Family Services Act.

In exceptional circumstances, the Employer may extend the probationary period. The employee and Union will be notified in writing, at least thirty (30) working days prior to the expiration of the probationary period, that the probation is to be extended. The notice provided to the employee shall contain the Employer's reasons for offering the extension, a written outline of the steps which the employee must take in order to demonstrate the levels of skill, competence and efficiency required by the Employer, and the length of the extension. If no written notice is received from the Employer at least thirty (30) days prior to the expiration of the probationary period, it is understood that the employee's probation will not be extended.

For Clerical and Staff not designated as Child Protection Workers:

An employee will be considered to be on probation for a period of nine (9) months following their becoming a regular full-time or part-time employee, excluding vacation and any authorized leave longer than four (4) days. In exceptional circumstances, the Employer may extend the probationary period by up to sixty-five (65) working days. The employee and Union will be notified in writing at least thirty (30) working days prior to the expiration of the probationary period, that the probation is to be extended. The notice provided to the employee shall contain the Employer's reasons for offering the extension, a written outline of the steps which the employee must take in order to demonstrate the levels of skill, competence and efficiency required by the Employer, and the length of the extension. If no written notice is received from the Employer at least thirty (30) days prior to the expiration of the probationary period, it is understood that the employee's probation will not be extended.

The foregoing probationary periods may be reduced by operation of Article 2.04(c), where applicable.

13.03 An employee on probation shall have no seniority. Upon successful completion of their probationary period, an employee shall acquire seniority to their last date of hire.

13.04 Seniority lists will be revised each six (6) months; a copy of the list will be posted electronically and a copy will be emailed to the Local President. If an employee does not challenge the position of their name on the seniority list within the first ten (10) working days from the later of the date of its posting and the date of its emailing to the Local President, then they shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted, they must object to their seniority standing within five (5) working days from the date they return to work.

13.05 Seniority shall accumulate in the following circumstances:

(a) when absent from work due to lay-off, sickness or accident in which case seniority will continue to accumulate for a period of time equal to three (3) months;

(b) when absent from work due to personal leave of absence, then seniority will continue to accumulate for the three (3) months of such leave;

(c) when absent on vacation or on paid holidays;

(d) when actually at work for the Employer; and

(e) when absent from work due to education leave of absence, then seniority will continue to accumulate for the first three (3) months of such leave unless the education leave is required under new legislation and/or regulation requiring registration with a professional college, of which seniority would continue to accumulate.

13.06 Seniority shall be retained by an employee in the event they are transferred from full-time to regular part-time. For purposes of placement upon the seniority list, placement on the salary grid and vacation entitlement, the employee shall receive credit for one year of seniority for each two hundred and sixty (260) days work. For purposes of placement on the seniority list, placement on the salary grid and vacation entitlement, an employee whose status has changed from regular part-time to full-time shall receive credit for their seniority on the basis of one year of seniority for each two hundred and sixty (260) days work (1820 hours).

13.07 Employees on temporary assignment to non-union positions shall retain their seniority, but not accrue seniority while in the temporary assignment.

13.08 Temporary assignments will normally not exceed one (1) year. However, the parties may agree to extend a temporary assignment by up to one (1) additional year.

13.09 Employees permanently appointed to non-union positions shall retain their accrued seniority for a period not to exceed one (1) year from the date of appointment.

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

(a) voluntarily quit their employment with the Employer;

(b) are discharged and are not reinstated through the grievance procedure or arbitration;

(c) are off the payroll for a continuous period of six (6) months;

(d) are absent due to illness or accident, from work for at least twenty-four (24) consecutive months or the period of accrued sick leave credits, whichever is longer and the Employer has determined that the employee is not likely to return to work within a reasonable time. The Employer recognizes their responsibility under the Ontario Human Rights Code.

(e) fail to return to work upon the termination of an authorized leave of absence, within seven (7) days, unless a reason acceptable to the Employer is given;

(f) accept gainful employment while on a leave of absence without first obtaining the consent of the Employer to be confirmed in writing.

(g) are absent without leave for three (3) days during which time they have not contacted the Employer directly and provided a satisfactory explanation for the absence when they had an opportunity to do so. Proof of the matter is the responsibility of the employee; or

(h) fail to report for work within seven (7) working days after date of registered letter from the Employer following a layoff unless absent for a reason satisfactory to the Employer.

ARTICLE 14 – LAYOFFS AND RECALLS

14.01 (a) A layoff is defined, consistent with the Employment Standards Act, as a reduction or the elimination of one or more bargaining unit positions which are occupied by employees at the time of elimination.

(b) Should the Employer determine to effect a lay-off pursuant to subparagraph (a) the Employer will first solicit voluntary resignations from among the existing staff. Should there be no voluntary resignations, layoffs in any position shall be based on bargaining unit seniority, provided that the remaining employees have the skill, competence, relevant qualifications and efficiency to perform the remaining work.

(c) Should the employer find it necessary to reduce the hours of work within a classification, the employer shall ask the employee within that classification if anyone would voluntarily take the reduction, or reduce the hours of the most junior employee in seniority within that classification, or effect a layoff within that classification.

Nothing in this clause restricts or limits the Employer's rights to effect a layoff pursuant to Article 14.01 (a) and (b).

14.02 Where an employee is laid off or an employee's hours of work are permanently reduced, the employee will be permitted to displace the employee with the least seniority in a comparable or related position provided that the displacing employee has the skill, competence and qualifications to efficiently perform the work of the employee being displaced.

14.03 An employee who has been laid off shall be given the opportunity of recall to an available opening, in order of seniority, provided the employee has the skill, competence and qualifications to perform the work, before such opening is filled on a regular basis under a job posting procedure.

14.04 An employee who is recalled shall be credited with the seniority they had at the time of the layoff.

14.05 An employee who is recalled to any available work shall be returned to the position which they held prior to the layoff should that position become available during the twelve (12) months after the initial layoff provided that the employee remains qualified and able to perform the duties of their former position.

14.06 It shall be the duty of employees on recall list to notify the Employer of any change of address within five (5) calendar days of the effective date of change.

14.07 In the event the Employer has determined that there will be 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, the Employer will give the Union a minimum of two (2) months notice of that event and will meet with the Union within fifteen (15) working days of the notice to advise the Union of its plans. The Employer and the Union will continue to meet on an ongoing regular basis thereafter to minimize impact on service.

14.08 Subject to Article 14.09, in the event of a proposed layoff of a permanent or long term nature, the Employer will

(a) meet with the Union through EERC to review the following:

(i) the reason causing the layoff;

(ii) the method of implementation including the areas of cutback and employees laid off;

(iii) ways the Employer can assist employees to find alternative employment,

(iv) consider possible ways and means of avoiding or minimizing potential adverse effects of any plans upon employees in the bargaining unit, including identifying and proposing possible alternatives to any action that the Employer may propose taking. In no way is the intent of this provision to delay the Employer's plans for proceeding with a layoff.

(b) provide the employee with notice that is consistent with the Employment Standards Act

If as a result of discussion under 14.08 (a)(iv), it became necessary to waive or modify provisions of the Collective Agreement, the parties, in mutual agreement may exercise such discretion.

14.09 In the event of a permanent layoff due to restructuring, merger or amalgamation, instead of the entitlement in Article 14.08(b), the laid-off employee will have the following options:

(i) elect to be placed on a recall list for eighteen months from the date the layoff actually begins; or

(ii) accept the permanent layoff, waive the right to recall, resign, and receive termination and severance pay equivalent to two weeks salary for each year of continuous service with the Employer to a maximum of twenty-six weeks pay, which is inclusive of any obligations of the Employer under the *Employment Standards Act, 2000*.

ARTICLE 15 – VACANCIES

15.01 All cases of vacancy, promotion and transfer, shall be based on the following factors:

(a) skill, competence, relevant academic qualifications, and efficiency; and

(b) seniority.

Where in the judgement of the Employer, the qualifications in factor (a) are scored within five (5) per cent of two or more relatively equal applicants, seniority shall prevail. Such judgement shall be made in a fair, impartial, and consistent manner. It is understood and agreed that a claim of improper promotion or demotion may be grieved. It is understood and agreed that the Board of Arbitration, when reviewing grievances under this article shall not substitute its judgement for the judgement of the Employer as to the relative equality of the qualifications.

15.02 The employer agrees to post notice electronically all bargaining unit vacancies exceeding three (3) months.

Vacancies, which are not expected to exceed three (3) months and vacancies, caused due to illness, accident and leaves of absence may be filled at the discretion of the Employer. For clarity, Article 16 does not apply to such vacancies.

If the Employer is not filling the vacancy, the reason for such decision will be discussed with the Union.

15.03 The successful applicant shall be placed on trial for a period of up to sixty-five (65) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period or if the employee is unable to perform the duties of the new position, they shall be returned to their former or similar position without loss of seniority or former salary. If the former position was a casual position, the employee will be returned to the casual roster at their former salary.

The Employer need not consider, in filling any vacancy, an application from a regular full-time or part-time employee who has not yet passed their probationary period. The Employer need not consider an application from a casual or contract employee unless they have actively worked for a total of nine (9) months.

15.04 No new employee will be hired while employees who are on layoff are willing and qualified to perform effectively the work, which is available.

ARTICLE 16 – JOB POSTING

16.01 (a) When a vacancy occurs or a new position is created, inside the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position in the Employer's workplace for a minimum of seven (7) working days, so that all members will know about the vacancy or new position. Employees bidding on job vacancies shall make application in writing and this shall be received by Human Resources electronically no later than the 7th day.

(b) In the event that the vacancy referred to in (a) above is filled by a member of the Bargaining Unit; the vacancy resulting from the transfer of the successful applicant and any subsequent resulting vacancies shall not be subject to the posting requirement.

(c) Notwithstanding (b) above all employees will be notified as to the new vacancy and if they so desire can apply for said vacancy within three (3) working days of such notice.

(d) In the case of an internal job application where there is only one applicant, no external reference check will be required.

16.02 Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, shift, wage or salary rate or range.

16.03 The Employer agrees not to place an outside advertisement to fill a vacancy until the notice is posted in accordance with section 16.01.

16.04 The Union shall be notified of all appointments, layoffs and recalls.

16.05 The Employer will make reasonable efforts to fill vacancies first from within the Bargaining Unit. Accordingly, the Employer agrees not to interview any external applicants for such vacancies until all internal applicants have been interviewed and notified of the decision. There shall be no obligation to provide reasons for such decisions until after the position has been filled.

16.06 Where an employee is temporarily promoted to perform, substantially, the normal requirements of a higher-rated general classification within the bargaining unit for a period of not less than four (4) calendar weeks, such employee while so promoted will be paid at a rate not less than the starting rate for the higher general classification to which they are promoted, provided that should such rate not result in an increase over the rate for their regular job, they shall be assigned the next higher rate in the scale for such higher general classification as will, in fact provide an increased rate for the employee during the period of such promotion.

It is understood that this provision shall not apply in the case of an employee in a lower-rated category of a general classification who is designated to perform the duties of another employee in a higher-rated category of the same general classification.

ARTICLE 17 – LEAVE OF ABSENCE

17.01 **"Personal/Professional Leave"** – An employee may request a leave of absence for personal or professional reasons if such request is made in writing to the CEO or designate at least two (2) months before the expected commencement of the leave and if the leave does not unreasonably interfere with the efficient operation of the Employer. The length of the leave shall be fixed prior to the leave being granted.

"Educational Leave" – Leaves of absence for educational purposes related to an employee's current position or their planned career with the Agency with or without pay may be granted by the Employer to employees who have completed a minimum of two hundred and sixty (260) days of actual work. The request must be made in writing to the CEO at least two (2) months before the expected commencement of the leave and if the leave does not unreasonably interfere with the efficient operation of the Employer. The length of the leave shall be fixed prior to the leave being granted.

17.02 **"Union Leaves"**-

(a) Leave of absence without pay will be granted, subject to operational demands, to attend Union conventions or conferences, provided, that such leave will not exceed a combined total of thirty (30) working days per year, and no more than six (6) persons shall be granted leave at any one time. It is understood that the aforementioned thirty (30) working days is the annual maximum available to all union members.

Request for such leave is to be given to the CEO at least ten (10) working days in advance.

(b) An employee who is elected for a full time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, may be granted leave of absence without loss of seniority, and without pay, for a period of up to two years. Such leave will be renewed on request, should the employee be re-elected at the end of their current term.

(c) Upon written request by the Union, leave of absence without pay and with no loss of seniority or credits, shall be granted to employees elected as Executive Board members and Executive Officers of the Union, if needed for the purpose of conducting the internal business affairs of the Union.

17.03 **"Citizenship Leave"** – An employee shall be allowed the necessary time off with pay to process their Canadian Citizenship Application, not exceeding one (1) day.

17.04 **"Bereavement Leave"** – In the event of the death of a member of an employee's family, the employee will be granted a leave of absence with pay up to a maximum of four (4) consecutive days. An employee may request the four days to be used on a non-continuous basis where an internment, memorial service or similar type of service to honour the departed is to occur more than four days after the family member's death. In such a case, the employee shall request a non continuous leave at the employee's earliest opportunity. This period can be extended by mutual agreement. The term "member of an employee's family" means a spouse of same or opposite sex, child, parent, step-parents, step-children, aunts, uncles, grandparents-in-law, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, or grandparents, former guardian (maximum two) or common law equivalent of the foregoing definitions. The employee shall be allowed up to two (2) days travel if required.

17.05 **"Paid Jury Duty or Court Witness Duty Leave"** – The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay the employee their regular pay for each day absent from work provided that the employee pays the Employer any attendance money or jury duty pay received by the employee. The employee shall be required to submit to the Employer a copy of the summons to witness, or a Certificate of Service signed by the Clerk of the Court or other evidence satisfactory to the Employer showing the amount of any fee, including, travel expenses and other relevant fees, received by the employee.

17.06 Upon conclusion of an employee's leave of no more than 12 months under this Article and Article 18 combined, the Employer shall reinstate the employee to the same job and location the employee most recently held with the employer provided there have been no substantive changes to that job or location. If that job no longer exists, or should location have changed during the leave, the employee will be assigned to a comparable job and the employer shall make every reasonable effort to reinstate the employee to a similar location. This will not apply if the employment of the employee is ended solely for reasons unrelated to the leave.

ARTICLE 18 - MATERNITY, PREGNANCY, PARENTAL, NEW PARENT & ADOPTIVE LEAVE

18.01 Upon written request of at least two (2) months prior to the start of such leave, the Employer shall grant an employee pregnancy leave and/or parental leave in accordance with the provisions of the Employment Standards Act. Such written request shall contain the expected end date of the leave requested.

18.02 An employee will be permitted to continue all Employee Benefits during the leave of absence and the Employer will continue to make the usual contributions toward these benefits.

18.03 Full seniority and all other benefits that may accrue shall be credited immediately upon the employee's return to work.

18.04 An employee may end their leave,

(a) on an earlier date than was set out in their written request for leave, by giving the Employer written notice of at least four (4) weeks before the earlier end date; or

(b) on a later date than was set out in their written request for leave, by giving the Employer written notice of at least four (4) weeks before the end date in the original request.

18.05 New Parent Leave – The Employer agrees to grant up to five (5) days leave of absence with pay and without loss of seniority to a new parent on the birth of their first or any subsequent child for the purpose of New Parent Leave. Such leave shall be taken within two (2) weeks of the birth of the baby, and shall be arranged in consultation with the Supervisor. Employees eligible for pregnancy leave are not entitled to New Parent Leave.

18.06 Adoptive Leave – Adoptive parents shall be entitled to the same considerations and benefits as biological parents, as outlined in this Article.

18.07 Upon conclusion of an employee's leave of no more than 12 months under this Article and Article 17 combined, the Employer shall reinstate the employee to the same job and location the employee most recently held with the employer provided there have been no substantive changes to that job or location. If that job no longer exists, or should location have changed during the leave, the employee will be assigned to a comparable job and the employer shall make every reasonable effort to reinstate the employee to a similar location. This will not apply if the employment of the employee is ended solely for reasons unrelated to the leave.

18.08 Where an employee cannot reasonably perform the duties of their position due to pregnancy, the Employer, upon receipt of reasonable medical evidence, may accommodate or transfer them to a vacant position, provided they are capable of performing the job requirements of the vacant position. In such case, the employee shall be paid their current salary. The Union agrees to waive Article 16.01 for such a vacancy until the employee leaves work to begin the pregnancy leave. The Employer has the right to require performance of all duties of the vacant position, and provided that the transfer does not result in any undue hardship to the Employer.

18.09 Subject to the continued acceptance of the Employer's Supplementary Unemployment Benefit ("SUB") plan by the Employment Insurance Commission, an employee entitled to leave under this Article who provides the Employer with proof that they have applied for and are eligible to receive employment insurance benefits, pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the SUB plan.

In respect of the period of pregnancy/parental or adoptive leave, payments under the SUB plan shall consist of the following:

Payments equivalent to the difference between the sum of the weekly Employment Insurance benefits which the employee is eligible to receive plus any other earnings received by the employee, and sixty-five percent (65%) of the regular salary which the employee would have received had they been at work during the same period.

SUB payments shall commence following completion of the Employment Insurance waiting period. SUB payments will last up to a total of twenty-six (26) weeks. Notwithstanding the employee's choice to take either a twelve (12) month or an eighteen (18) month leave, the amount of the subpayment will be based on the twelve (12) month entitlement, to a total of twenty-six (26) weeks.

ARTICLE 19 – TERMINATION

19.01 When employment is terminated by the employee, they shall give at least one (1) month's notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident or death in the family, then they shall give notice as soon as is possible to the Employer and the ordinary time limits for notice of termination may be waived.

ARTICLE 20 – EMPLOYEE PROTECTION

20.01 In a situation where a worker is assaulted or subject to uttered threats in the course of their duties, it is recognized that an employee is free to exercise their rights under the law.

The employee will discuss the matter with the appropriate supervisor at the earliest opportunity.

20.02 The Employer agrees, during the term of this agreement, to pay the full cost of premiums, and deductible if any, for coverage of employees under a general liability (including civil liability where the employee is named as a party to a civil action arising out of the discharge of their authorized duties, and Errors and Omissions Liability Insurance) and penal defence insurance plan, subject to the respective terms and conditions of each plan.

The Employer agrees, during the term of this agreement, to pay the full cost of premiums, and deductible if any, for coverage of employees under the Legal Expense Insurance plan, subject to the terms and conditions of the plan, up to a maximum of $100,000 (with an annual aggregate amount payable to $500,000 in respect to all claims) of legal fees and reimbursements incurred in defence of a civil action or criminal charges in respect of conduct alleged to have occurred during the course of employment provided that the employee is acquitted of all charges.

There shall be no loss of wages, seniority or benefits as a result of a required preparation including court or tribunal attendance in connection with the matter. However, it is understood that nothing in the provision will limit the Employer's right to apply discipline up to, and including, termination of employment.

20.03 Subject to section 29.01 and the limitations and exceptions below, the Employer will reimburse employees in full for damage to their automobiles and/or personal property when on Employer business. Such damage will be reported immediately and reimbursement shall be paid within ten (10) working days from the date of submission by the employee of an estimate from a mutually agreed to repair service. This article, however is subject to the following limitations and exceptions:

(a) In the case of damage to an employee's vehicle while on Employer business, the amount to be paid is limited to the insurance deductible which is not reimbursed through an insurance, it being understood that no employee will use a vehicle while on Employer business which does not meet the requirement specified in article 29.01;

(b) The maximum amount for reimbursement under this article is $600.00,except in the case of an accident in the Employer's parking lot or available parking space used due to lack of parking space on the Employer's parking lot; the maximum shall be $300.00;

(c) This article does not apply in the following circumstances:

(i) where the employee contributes to the cause of the damages or did not take proper steps to prevent the damages;

(ii) where household insurance or other insurance is available to reimburse the employee.

ARTICLE 21 – WAGES

21.01 Schedule "A" hereto attached headed, "Salary Schedule", is hereby made part of this Agreement.

a. Wages.

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

- April 1, 2019: **1.75%**
- April 1, 2020: **1.5%**
- April 1, 2021: **1.5%**
- April 1, 2022: **1.5%**

The parties agree that the bi-weekly pay will be calculated as an employee's annual salary divided by 26.089. The parties agree to include the calculation on bi-weekly pay as a notation on the salary grid attached to the collective agreement.

All positions in the bargaining unit shall be reflected on the grid, regardless of whether the individual is contract, casual, part-time, or full time.

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

21.03 (a) Increments for regular part-time employees shall be given on the basis of hours worked and shall be implemented the pay period following the completion of the requisite number of hours.

(b) Increments shall be given annually and shall be implemented the pay period following the completion of the anniversary year of the employee.

(c) Casual employees shall be paid at the level based on the experience as outlined in "Salary Schedule".

21.04 New Classifications

When a new classification in the bargaining unit is established by the Agency, or the Agency makes a substantial change in the job content of an existing classification, the Agency shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Agency agrees to meet the Union to permit the Union to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification.

ARTICLE 22 – PAID HOLIDAYS

22.01 The following Paid Holidays, regardless of when they fall, will be granted with pay to all employees:

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

In addition to the above, five (5) additional float days shall be given. The scheduling of these days for the staff will require the approval of the supervisor and will be in accordance with the needs of the Employer. There will be no more than one (1) day taken during the period from Christmas Eve to New Year Eve inclusive. These days shall be pro-rated based in the period the employee was actually employed during each calendar year. This is also pro-rated for part-time staff.

An employee who wishes to observe religious holidays in lieu of the additional days may do so with the approval of their supervisor.

22.02 Payment for such Paid Holidays shall be based on the employee's regular rate of pay they would normally have earned on such day. When any of the said Paid Holidays fall on other than a regular working day, the Employer may designate either the preceding Friday or the following Monday as the day upon which the said Paid Holiday will be celebrated.

22.03 The actual amount of holiday pay to which a part-time employee is entitled shall be pro-rated based on the number of regular hours, excluding overtime, the employee works compared to a regular full-time work week.

22.04 In order to be entitled to payment for Paid Holidays an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday unless absent with permission of the supervisor. The Employer may request a certificate for proof of illness.

22.05 When an employee works on a Paid Holiday as set out in section 24.01, they shall be paid in addition to their regular day's pay, one and one-half (1½) their regular rate of pay for all hours worked.

At the employee's option, time off may be taken in place of payment.

ARTICLE 23 – VACATIONS WITH PAY

23.01 Employees shall commence to accumulate vacation credits on the basis of 1.67 days per month per year (20 days or approx. 8% of annual earnings).

23.02 Any such leave within the probationary period is subject to the approval of the Employer.

23.03 (a) Vacation leave shall be taken in the year in which it is earned.

(b) Where circumstances prevent an employee from taking planned vacation leave in the year in which it is earned, the employee may accumulate up to eighteen (18) months worth of vacation credits. This time to be taken at a time mutually agreed with the employee's supervisor.

(c) Notwithstanding Article 23.03 (b), an employee in conjunction with a maternity leave may carry forward earned and unused vacation days which may be taken after the commencement of maternity leave and before the employee returns to work, at a time mutually agreed with the Employer.

23.04 Vacation leave shall be taken at a time agreeable to both parties and only for a period when 66 2/3% of the employee's team, or department will be working. Prior to the Employer making changes to team or department or vice versa, Letter of Understanding #5 will apply. Employees on training or otherwise unavailable are not considered in calculating the 66 2/3% minimum. In the event that there is a conflict as to the selection of vacation periods as between individual employees, the Employer shall grant the choice to the most senior employee provided that such employee has complied with the requesting procedures.

Where the calculation of 66 2/3% of the employee's team results in a fractional number the Employer will round this fractional number down to the closest whole number. Thus, if the team size is 4 with the result that 66 2/3% of the team is 2.66. This number will be rounded down to 2. Similarly in these same circumstances, 66 2/3% of a 5 member team would be rounded down to 3, 66 2/3% of a 7 member team would be rounded down to 4, and 66 2/3% of a 8 member team would be rounded down to 5.

The foregoing agreement to round down the 66 2/3% calculation will occur where the Employer determines that the service demands confronting the Agency at that time permit the rounding down.

23.05 Employees shall submit their choice of vacation in writing to the Employer, prior to April 1st for vacations during the period of June 1st to November 30th, and prior to October 1st for vacation during the period of December 1st to May 31st.

The Employee's supervisor will respond to vacation requests received prior to April 1st as soon as possible and in any event no later than May 1st. For vacation requests received prior to October 1st the employee's supervisor will respond as soon as possible and in any event no later than November 1st.

In the event an employee is no longer using an approved vacation, the opportunity to others who requested the date shall be in order of seniority as per the original deadline. The person cancelling the vacation must notify the team who will resolve the conflict as a group and notify the supervisor.

All other vacation requests shall be granted or denied at the Employer's discretion within one month of the request being made

23.06 Vacation rates of pay for employees who leave their employ prior to the completion of six (6) months service shall be dealt with in accordance with the provisions of the Employment Standards Act, R.S.O. 2000, as amended.

23.07 Should an employee be on sick leave prior to a scheduled vacation period, and the illness extend into the vacation period, the employee shall be considered to be on sick leave until recovery, at which point the employee would continue the scheduled vacation. Medical confirmation is required.

23.08 If an employee provides the Employer with a doctor's certificate demonstrating that they are ill and unfit to work during a period of vacation, the employee will be eligible for sick leave, in accordance with the terms of the sick leave plan provided by the Employer. The remaining, unused portion of that vacation period is to be taken at a time mutually agreed with the employee's supervisor. The aforementioned doctor's certificate is to be provided as soon as possible after the conclusion of the employee's scheduled vacation.

23.09 Should one (1) or more Paid Holidays as set out in section 22.01 occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off at a mutually agreed time.

23.10 Before proceeding on annual vacation or any planned extended leave of any nature, each employee shall satisfy their supervisor that case recordings, reports, committee work and other duties of their position are reasonably up to date.

At the employee's request, the employee and their supervisor shall meet no later than two (2) weeks prior to the commencement of the employee's scheduled vacation of one (1) week or longer, for the purpose of developing a plan for the employee to complete their recordings and any necessary other work prior to the commencement of the employee's scheduled vacation. Such plans, subject to supervisory approval and service needs, may include but are not limited to removal of the employee from the immediate and roster schedules, removal from backup schedules, and protected recording time.

Further, in addition to having regard to the goal of fair and reasonable distribution of workload and the needs of the Employer's operation, the employee's supervisor will also take into consideration the employee's pending scheduled vacation in making new workload assignments during the period covered by the plan and the scheduled vacation.

Employees who are assigned new cases while on approved vacation will not be expected to perform work on or have responsibility for those cases until their return from vacation.

23.11 An employee who has completed nine (9) years of service will accrue vacation credits on the basis of 2.08 days per month (25 days per year or approx. 10% of annual earnings).

23.12 Vacation entitlement after eighteen (18) years shall be six (6) weeks (or approx. 12% of annual earnings).

23.13 No employee shall take more than four (4) consecutive weeks vacation without the written approval of their Departmental Director or designate.

23.14 Casual part-time employees shall receive four (4) percent of their gross earnings or six (6) percent of their gross earnings after five years of service, each pay. Vacation accrual is prorated for part-time staff.

ARTICLE 24 – HOURS OF WORK AND OVERTIME

24.01 The following paragraphs and sections are intended to define the normal office hours and shall not be construed as a guarantee of specific hours of work per day or per week, or of days of work per week. The employer will provide sixty (60) days of notice prior to a change in specific hours of work.

24.02 (a) The average normal workweek for full-time employees shall be thirty three and three quarter (33 3/4) hours per week, Monday to Friday, commencing at 9:00 a.m. and ending at 5:00 p.m.

Employees will receive one seven (7) hour day off in a five week period. These hours to be discussed and approved by the Supervisor ensuring adequate team coverage. Coverage is defined as 66 2/3 of the team. Persons on training and not available are not to be considered in the coverage.

If an employee does not book the one day off in the five week period, the day will be lost. The exception to this is if work demands prevent the employee from taking the day off, an alternate day is to be arranged with the Supervisor. The foregoing agreement to round down the 66 2/3 will occur where the Employer determines that the service demands confronting the Agency at that time permit the rounding down.

(b) The normal work week for other than full-time employees will be pro-rated compared to a regular full-time work week i.e. 0.5 full-time equivalent works seventeen and a half (17.5) hours per week.

24.03 Child protection workers shall be given the option of working a variable schedule of thirty-three and three quarter (33 3/4) hours per week. Such option shall be subject to the approval of the Employer.

24.04 (a) All overtime shall be authorized and approved in advance by the supervisor. Where an employee is engaged in handling an emergency situation and obtaining advance authorization and approval is not practicable, such authorization and approval shall be sought as soon as possible thereafter.

(b) Any hours worked in excess of the regular work week (i.e. 33 3/4 hours for full-time, 17.5 hours for part-time) and duly authorized shall be considered overtime and shall be accrued at the rate of one (1) hour for every overtime hour worked (i.e. 1:1).

(c) Hours worked in excess of forty-four (44) hours per week shall be accrued at the rate of one and one half (1 1/2) hours for every hour worked (i.e. 1:1.5).

(d) Time off work due to sickness, vacation and statutory holidays will be considered "hours worked" for the purposes of calculating overtime.

(e) Overtime hours worked and submitted in a timely manner shall be credited to an employee's overtime bank. These hours shall be taken as lieu time off within three (3) months from the date they are earned at a time that is mutually agreeable to the Employer and the employee. Where, after consultation with their supervisor, the supervisor and employee agree that the employee is unable to take lieu time off within that three (3) month timeframe, the employee shall take the time off on a date no later than six (6) months from the date it was earned.

(f) If an employee's banked overtime hours are not taken as lieu time off within the timeframes set out in paragraph (e), the employee shall take the lieu time as directed by their supervisor.

(g) With approval of a supervisor, and if coverage exists, then the employee is entitled to up to five (5) consecutive days of earned time off provided the employee has the required accumulation in their overtime bank. No employee shall take more than five (5) consecutive days of earned time off without the consent of the Departmental Director or designate and provided the employee has the required accumulation in their overtime bank. Coverage is defined as presence of 66 2/3% of the employee's team or, in the case of Child Protection workers in the Intake department, when 66 2/3% of the employee's department will be working. Persons on training and not available are not to be considered in determining coverage. For the purpose of this article, calculation of "66 2/3% of the employee's team" shall be in accordance with the agreement set out in Article 23.04.

(h) Any overtime banked hours in excess of thirty five (35) hours and not taken off as lieu time in the six (6) month period after being earned will be paid out at the employee's current rate of pay.

The employee may request an extension of the six (6) month period in extenuating circumstances. The decision to approve the extension request is at the sole discretion of the Employer.

(i) Upon an employee's termination, any unused overtime hours in their overtime bank shall be paid out at the employee's current rate of pay.

24.05 (a) When overtime is worked on a weekend or Paid Holiday with the approval of the Employer, and the circumstances are beyond the employee's control, such overtime shall be compensated as earned time off at the rate of one and one-half (1 1/2) of time worked.

(b) These weekend hours shall commence on a Friday at 6 p.m. and shall continue until 9:00 a.m. on a Monday.

ARTICLE 25 – TERMS AND CONDITIONS RELATING TO AFTER HOURS EMPLOYEES

25.01 All Articles of the Collective Agreement shall apply to After Hours Stand-by Employee save and except the following:

(a) Article 17 – Leave of Absence

(b) Article 22 – Paid Holidays

(c) Article 23 – Vacation with Pay

(d) Article 24 – Hours of Work and Overtime

25.02 For the purposes of this agreement "active service hours" shall be those hours during which the employee is engaged in face to face client contact, phone or direct contact with a referral source, client, or collateral contact, travel (excluding travel time to and from the office), court appearance, court preparation, clinical supervision, recording time, supervision with management staff, team meetings, training, administrative work, or any meeting at which the employee's attendance is declared to be mandatory by management.

25.03 For the purpose of this agreement, a "work cycle" shall mean any period of 64 hours.

25.04 After Hours Employees will be scheduled by the After Hours Supervisor or their designate to be on duty during a designated work cycle. It is expected that the Full-Time employee will work 47.5 work cycles per calendar year (Part-Time employee will work 23.75 work cycles per calendar year), inclusive of vacation, TAD, float day entitlements.

25.05 Work cycle leave shall be granted at a time agreeable to both parties. In the event that there is a conflict as to the selection of vacation periods as between individual employees, the Employer shall grant the choice to the most senior employee provided that such employee has complied with the request procedures.

25.06 During a work cycle in which an After Hours Employee is scheduled to be on duty, the employee shall be expected to be available at all times from 5:00 p.m. to 9:00 a.m. Monday to Friday, and at all times from 5:00 p.m. Friday to 9:00 a.m. Monday. The employee will be available by a pager/cell/home phone during this time.

25.07 The parties agree that for summer hours, the daily After Hours of operation will be from 4:30 p.m. When the After Hours Employee works from 4:30 p.m. during the summer hours, the After Hours Employee will be compensated with an extra half an hour added to the employee's overtime bank.

25.08 It is understood and agreed that the provisions of this Schedule are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, active service hours, or a guarantee of working schedules. The Employer shall have the exclusive right to assign work schedules to employees consistent with operating requirements. There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

25.09 Notwithstanding Article 13.05, for purposes of placement on the seniority list After Hours Employees shall receive credit for one year of seniority for each 47.5 completed work cycles.

25.10 For the purposes of placement on the salary grid, full time and part time After Hours Employees shall receive credit for one year of seniority for each 47.5 completed work cycles.

25.11 Casual After Hours Workers hired after July 1, 2009, will be compensated for on call services at the hourly rate stated in Schedule "A" Wages and an additional $20.00 per hour for actual call out service.

25.12 Pre-authorized overtime work in excess of 16 active service hours per work cycle shall be accumulated in the employee's overtime bank at the rate of one-hour for each hour worked. If an employee works fewer than sixteen (16) active service hours in a work cycle, their overtime bank shall be reduced by one hour for each hour they fall short of 16 active service hours. If an employee's overtime bank reaches 35 hours, any further overtime hours worked shall be paid out at the employee's current rate of pay. At the beginning of each calendar year, if an After Hours employee has 35 hours in their overtime bank, their bank shall be reduced by 35 hours and the number of cycles they are required to work in the calendar year shall be reduced by 1. (When overtime is required, it shall be distributed, subject to operational and best service practice requirements, in accordance with the active service hours actually worked by the employees). Approval for any overtime is to be authorized by the on-call manager and/or the After Hours Supervisor.

25.13 There are eleven (11) statutory holidays in a calendar year, thus the Society expects full-time After Hours Employees to cover four (4) of those statutory holiday periods, and part-time After Hours Employees to cover two of those statutory holiday periods, as part of their work cycle responsibility. Casual staff will cover the additional statutory holiday periods.

The After Hours Employees shall have earned credit at the rate of time and one half for any hours provided on the statutory, from the hours of 12:00 a.m. to 11:59 p.m. As the After Hours Employee is on-call for the entire twenty-four (24) hour statutory holiday, the Society will compensate by a 0.50 reduction of their work cycle requirement for that year.

All work cycles will be scheduled by the After Hours Supervisor. Those statutory holiday periods that fall in two different work cycles will be scheduled, as is any regular cycle, and thus divided to the on-call employees assigned to that period.

25.14 Laptop computer, pager, phone calling card, a Society cell phone, access to dial in service, and second phone or VPN access for full-time After Hours Employees.

25.15 A full time After Hours worker who has completed nine (9) years of service shall receive a reduction of one (1) work cycle from the beginning of the following calendar year subject to the completion of the required number of work cycles.

A full time After Hours Worker who has completed eighteen (18) years of service shall receive a reduction of two (2) work cycles from the beginning of the following calendar year subject to the completion of the required number of work cycles.

A part time After Hours Worker who has completed nine (9) years of service shall receive a reduction of a half (.5) work cycle from the beginning of the following calendar year subject to the completion of the required number of work cycles.

A part time After Hours Worker who has completed eighteen (18) years of service shall receive a reduction of 1 work cycle from the beginning of the following calendar year subject to the completion of the required number of work cycles.

ARTICLE 26 – HEALTH AND WELFARE

26.01 (a) The Employer agrees to make available to actively employed persons only, the following benefits:

(i) O.M.E.R.S. Pension Plan;

(ii) Group Life Insurance – including Accidental Death and Dismemberment;

(iii) Sick Leave and Long-Term Disability;

(iv) Supplemental Health Care – funded one hundred percent (100%) by the Employer, including private hospital coverage;

(v) Extended Health Care – Drug/Vision Plan – funded one hundred percent (100%) by the Employer. The Plan will have annual deductibles established at ten dollars ($10.00) for single coverage and twenty dollars ($20.00) for family coverage. Vision coverage is subject to a limit of four hundred dollars ($400.00) per twenty four (24) months for employees and their listed adult dependents and a limit of three hundred ($300.00) per twelve (12) months for listed dependents who are eighteen (18) years of age and younger;

(vi) Dental Plan – funded one hundred percent (100%) by the Employer. The Plan provides for basic services and is based on current Ontario Dental Association (ODA) fees. The Plan will also provide for reimbursement of fifty percent (50%) of the cost of orthodontic procedures and crowns, up to a maximum total reimbursement of three thousand dollars ($3000.00) per lifetime.

(vii) Canadian Automobile Association "Plus" coverage – only where the use of an automobile (including clerical support staff) is specifically required by the Employer; and

(b) To the extent permitted by providers' contracts and agreements, full-time benefits including pension will be pro-rated for eligible part-time employees, according to the number of hours worked per week.

(c) Regular and contract employees shall be entitled to the following annual allotment of sick leave credits, under the plan referenced in Article 26.01(a)(iii):

LENGTH OF SERVICE	SHORT-TERM CREDITS
Less than 3 months	100% of salary for 1 day
3 months to 6 months	100% for 2 days
6 months, but less than 1 year	100% of salary for 2 weeks 66 2/3% of salary for 11 weeks
1 year, but less than 3 years	100% of salary for 4 weeks 66 2/3% of salary for 9 weeks
3 years, but less than 5 years	100% of salary for 6 weeks 66 2/3% of salary for 7 weeks
5 years, but less than 7 years	100% of salary for 8 weeks 66 2/3% of salary for 5 weeks
7 years but less than 9 years	100% of salary for 10 weeks 66 2/3% of salary for 3 weeks
9 years, but less than 10 years	100% of salary for 12 weeks 66 2/3% of salary for 1 week
10 years and over	100% of salary for 13 weeks

(d) An employee with a workplace injury or illness may access the sick leave credits referred to in Article 26.01 (c), subject to the terms and conditions of the applicable Employer policies and provisions of this collective agreement, until such time as the employee's claim for WSIB benefits is approved. It is agreed that any sick pay provided to the employee pending approval of WSIB benefits is considered to be an advance on their WSIB benefits. If the employee is awarded WSIB benefits, that advance will be considered an overpayment owing by the employee to the Employer. The employee and the Union will take all required steps to advise the WSIB of the advance paid by the Employer and to ensure that the WSIB reimburses the Employer for the overpayment made.

26.02 All claims regarding their benefits shall be made with reference to the master contract with the particular carrier or carriers.

26.03 The Employer may require a doctor's certificate when an absence exceeds four (4) consecutive working days, two (2) consecutive working days in the case of part-time employees, or where the request is otherwise reasonable.

The doctor's certificate shall state whether the employee's absence is required due to illness or injury and shall provide the employee's medical restrictions and expected date(s) of return to full and modified duties. Where the absence is prolonged, a doctor's certificate shall be required monthly. Upon return to work a medical certificate of health shall be provided.

26.04 Where the Employer requires an employee to produce a medical certificate or undertake a medical examination or test(s) then any expenses incurred will be reimbursed to the employee by the Employer. Where it deems necessary, the Employer shall have the right to determine the medical practitioner to whom the employee is referred.

26.05 The Employer will keep employee medical records confidential. Confidential medical information will not be used to negatively impact on an employee's performance appraisal.

26.06 The Employer shall be liable only to pay the premiums in connection with the benefit plans and shall not be liable for claims under any benefit plans. The employer shall cooperate in any appeal initiated by an employee under a benefit plan.

26.07 The parties agree when the benefit insurance carrier is to be changed that the parties will form a joint committee consisting of three (3) representatives from the bargaining unit and three (3) representatives from the management group to review options regarding the benefit plan with the goal of having no reduction in the current benefits provided.

26.08 The Employer agrees to maintain an Employer funded Employee Assistance Program.

26.09 (a) The Employer will provide for a health spending account for each eligible permanent, regular full-time or part-time employee in the active employ of the Employer. The health spending account will be used to pay for CRA-eligible expenses above benefit plan entitlements. The following annual maximums apply to participating full-time employees and will be pro-rated on the basis of hours worked for participating part-time employees.

Year	**Annual Maximum**
April 1, 2019 to March 31, 2020:	$1,000
April 1, 2020 to March 31, 2021:	$1,000
April 1, 2021 to March 31, 2022:	$1,000
April 1, 2022 to March 31, 2023:	$1,000

(b) The amounts in (a) above will be available exclusively for reimbursement of expenses in respect of benefits that can be provided on a tax-free basis under a Private Health Services Plan up to the annual maximum. Any amount unused in a given year may be carried-over into the following year only. At the end of that second year, any unused credits from the previous year are forfeited.

(c) The amounts in (a) above will be pro-rated from date of ratification for employees who become eligible for this benefit part way through the year.

(d) The health spending account will be administered in accordance with the terms and conditions of the relevant plan, the *Income Tax Act (Canada)*, and the relevant CRA rules. The employer will provide information as to allowable expenses in accordance with CRA rules.

26.10 The parties recognize that there are statutory obligations to provide reasonable accommodation to disabled employees.

The Employer will notify the Chief Steward when an employee is to return to modified work. The parties will meet as soon thereafter as possible.

Modified work plans will contain the following elements:

1. The employer must be in receipt from the employee's medical professional and/or insurer a plan that addresses the needs and abilities of the employee.

2. An implementation date will be set and the employee's progress will be regularly monitored to ensure adherence to the agreed to plan. Where the employee is unable to meet the requirements set out on the plan, the parties will meet to discuss the feasibility of continuation or modification of the plan.

3. Where possible, modified work will be temporary.

4. Modified work may be bargaining unit work.

ARTICLE 27 - LONG TERM SERVICE BONUS

Permanent full time employees with over ten (10) active years of service will receive a lump sum payment in the amount of seven hundred and fifty dollars ($750) less statutory deductions on their first pay day of July of each year. This payment will be prorated for part time employees.

To be eligible for the aforementioned payment, an employee must be employed by the Employer on the date the payment becomes due (each July) and must have actively worked for the Employer during at least 50% of the preceding twelve (12) month period.

ARTICLE 28 - BENEFITS FOR RETIREES

The parties agree that employees with a minimum of ten (10) years of consecutive service with the Society who elect to take early retirement in accordance with the OMERS pension plan will be offered dental and health care benefits up to a lifetime total payout for any person of $60,000.00 and subject to the terms and conditions of the Society's group insurance policy.

The retired employee and the Society will share equally the cost of this benefits coverage for up to a maximum of five (5) years at which point the employee will pay 100% of the premium cost, or until the benefits coverage ceases in accordance with the terms and conditions of the Society's group insurance policy (e.g. the employee reaches age 70), whichever is earlier.

ARTICLE 29 – CORRESPONDENCE

29.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the CEO or designate and the President of the Local or designate, with a copy to the office of the Union's Regional Representative.

ARTICLE 30 – MILEAGE REIMBURSEMENT

30.01 Mileage rates paid to Staff using their own cars on Employer business with the approval of the Employer shall be paid a mileage rate of $0.49/km.

Employees using personal cars for Employer business shall acquire and maintain a third party liability insurance policy in an amount of at least one million dollars ($1,000,000.), which shall include coverage for the transportation of clients, including children. Public liability and property damage premiums for such insurance shall be paid by the employee. Proof of this coverage shall be furnished to the Employer upon request.

ARTICLE 31 – JOINT HEALTH AND SAFETY COMMITTEE

31.01 The Employer and the Union agree to abide and adhere to the applicable standards of the Occupational Health and Safety Act, as amended from time to time.

31.02 A Joint Health and Safety Committee shall be maintained and comprised of two (2) worker representatives elected by the bargaining unit and two (2) management representatives at each office location with bargaining unit members. The Committee shall operate pursuant to the Occupational Health and Safety Act.

31.03 The Society has established and will maintain a policy with respect to workplace violence, in accordance with the Occupational Health and Safety Act.

ARTICLE 32 – EXPENSE ALLOWANCES

32.01 All employees when on assignment, required to travel and obtain accommodation, at least 160 kilometres or more from their place of employment, may apply and receive an advance of one hundred dollars ($100.00) per day for expenses from which meals, accommodation, travel and ground transportation shall be paid by the employee. Receipts shall be presented to the Employer by the employee to support the expenditures by filing a report within two (2) weeks of the event. The Employer reserves the right to restrict expenses if they are found excessive.

32.02 Meal Allowance: An employee who works three (3) consecutive hours of approved overtime beyond their regular full time hours on a given day, upon the presentation of a receipt, will be reimbursed for the cost of a dinner up to a maximum value of twenty-five dollars ($25) in accordance with the Employer's policy. Where an employee is eligible for reimbursement of breakfast and/or lunch expenses in accordance with the Employer's policy, the rates of reimbursement will be $10 for breakfast and $15 for lunch.

32.03 After Hours Staff may also claim the above meal allowance when out on a call for a period of five (5) consecutive hours.

32.04 Expense allowance for staff to be used for clients' needs, (i.e. bus tickets, emergency groceries) subject to supervisory approval, and in accordance with Agency policies and procedures.

32.05 Expense claims which total less than $25 will not be submitted to the Employer unless they are over 3 months or in any event no later than the end of the fiscal year.

ARTICLE 33 – PERSONNEL FILES

33.01 (a) The Employer agrees to allow employees to review, take notes and copy from their personnel file at least four (4) times per year and at termination, provided it is done in the presence of the Director of Human Resources or designate.

(b) The employee will be notified and a copy given to them within three (3) days of any document placed in their personnel file. Any grievance concerning the placing of such documents in the file, or the contents of those documents, must be filed according to section 8.02 (the occurrence of the event being the date that the document copy was delivered to the employee). Failure to meet this deadline shall void the grievance.

(c) The Employer agrees to allow employees to place in their personnel file any documents that they may feel will help their advancement in the organization. It is agreed that it is not implied that the Employer necessarily concurs or accepts such information or material so placed.

(d) That any document of a negative disciplinary nature will only stay in the employee's personnel file for a period of twenty four (24) months and at that time will be removed provided occurrences of the same nature have not taken place during that period of time. Letters of Counsel will only stay in the employee's personnel file for a period of eighteen (18) months and at that time will be removed provided occurrences of the same nature have not taken place during that period of time. Once a document has been removed from the personnel file, it shall not be used except where required by law.

ARTICLE 34 – GENERAL

34.01 The Employer shall provide space on a bulletin board upon which the Union shall have the right to post notices of interest to its members.

34.02 The employees will be allowed to hold meetings on the Employer's premises, provided such meetings are outside working hours and permission for such meetings is first obtained from the CEO. The CEO reserves the right to limit the use of said premises.

34.03 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. The Employer further agrees to notify the Local Union President or designate of any staff resignations or hirings within ten (10) working days of either.

Each newly hired employee shall be permitted to meet with their local steward for up to thirty (30) minutes for the purpose of being provided with a copy of the Collective Agreement and becoming acquainted with it. This meeting shall be held at the branch office where the employee and steward work, at a time mutually agreed with the employee's and steward's supervisors. Where possible, new employees shall attend such meetings in groups.

34.04 Costs for printing of the Agreement will be shared equally between the Employer and the Union. It is understood that one copy each will be provided to:

a) each employee in the Bargaining Unit;
b) each member of the Management staff; and
c) each member of the Board of Directors.

The party producing the copies of the collective agreement shall provide them as soon as possible and in any event no later than 6 months after ratification by both parties.

34.05 An employee must provide the Employer with written consent to authorize any external reference. (e.g. employment, credit, etc.) Such written consent may be provided in the form of an email message. To protect the privacy of all bargaining unit members no references will be provided by the employer if written consent from the employee has not been received.

34.06 **Technological Change**

In the event the Employer proposes new technological change which requires new skills and affects employees of the bargaining unit, the employer agrees to seek input from the Union Executive of such changes, whenever possible.

Where the Employer introduces computer technology, each affected employee shall be provided with the appropriate training as provided by the Agency to assure proficiency in the use of new technology.

34.07 i) Should qualifications for a job be changed by the Employer, bargaining unit members in that job will be deemed qualified for it, and those qualifications will be transferable to any other position within the bargaining unit which requires those qualifications.

ii) Should job qualifications be changed as a result of legislation or government directives, the employer and the union shall endeavour to work with MCCSS to develop a plan to mitigate any negative impact to staff.

34.08 The Employer will notify the Local Union President or designate of any changes to the Agency's Policies and Procedures Manual.

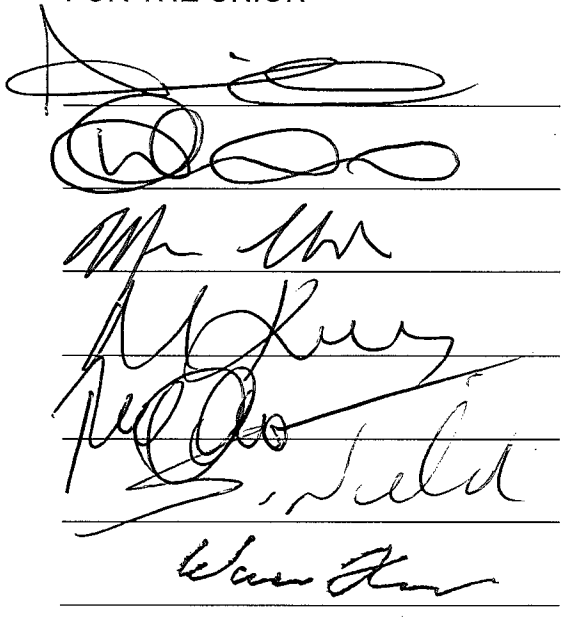
34.09 It shall be the duty of each employee to notify the Employer, in writing, promptly of any change in address and telephone number. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee. All notices shall be sent by registered mail.

ARTICLE 35 – TERM OF AGREEMENT

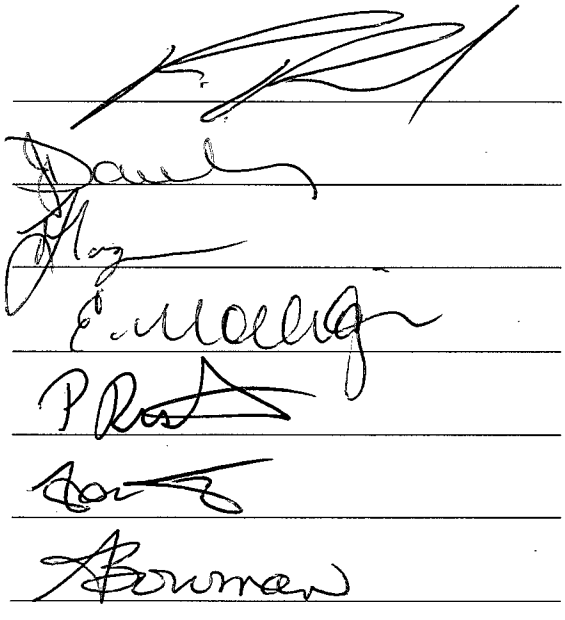
35.01 This Agreement shall remain in full force and effect from April 1, 2019 to March 31, 2023 and shall continue in force from year to year thereafter unless no more than ninety (90) days before the date of the termination either party furnishes the other with notice of termination or of proposed revision of this Agreement.

Dated at _____ this _____ day of _____ 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #1

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL #304
(hereinafter referred to as the Union)

- and -

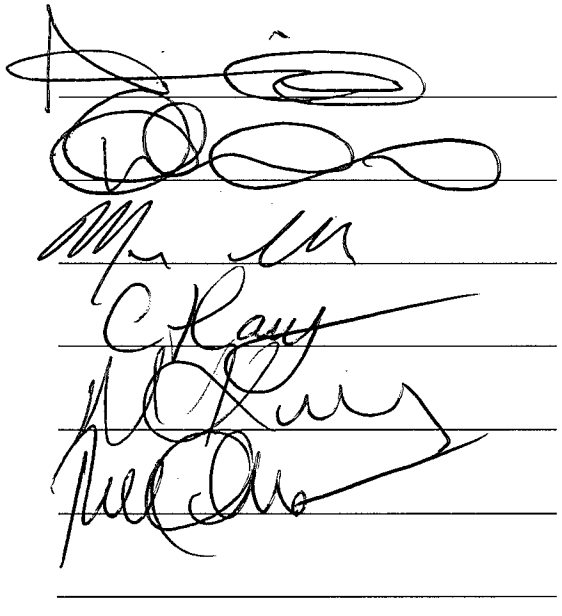
YORK REGION CHILDREN'S AID SOCIETY
(hereinafter referred to as the Employer)

SUMMER HOURS

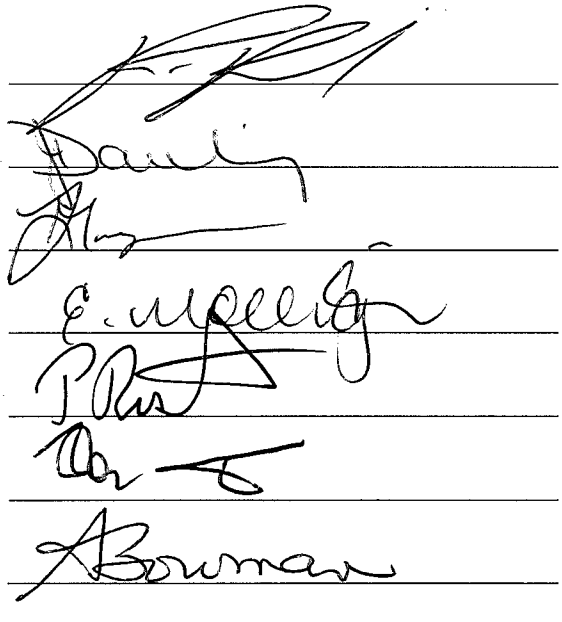
The parties agree that summer hours will be for a period of 27 weeks beginning the first week of May to the first Monday in November and the hours of operation will be 9:00 a.m. to 4:30 p.m. This will not include any additional days off, as referenced in Article 24.02 (a). This provides additional coverage during the peak vacation period thus ensuring a consistent and high level of service.

Dated at _____ this _____ day of _____ 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #2

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL #304 (hereinafter referred to as the "Union")

- and -

YORK REGION CHILDREN'S AID SOCIETY (hereinafter referred to as the "Employer")

WORKLOAD

PART I: Introduction

(a) The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members. Further, the Employer recognizes the responsibility to provide services through employees in accordance with the Child, Youth and Family Services Act and to conform to current Ministry standards. It is also the responsibility of the Employer to manage the resources allocated to it by the Ministry of Children, Community and Social Services and to establish and maintain an effective infrastructure to facilitate the employees' achievement of said standards.

(b) Further, the Employer and the Union recognize that workload can fluctuate, and should therefore be reviewed on a regular basis, with the goal of fair and reasonable distribution of workload.

PART II: Joint Workload Committee

The Employer and the Union agree to review workload issues by each of the following means:

(a) The parties hereby agree to the establishment and maintenance of a Joint Workload Committee ("JWC") in the workplace.

(b) The purpose of the JWC is to make recommendations to the Senior Management Team on workload issues relating to unionized employees and the impact of various factors on workload (including but not limited to funding formula, Child Welfare Protection Training, Society standards, policies and procedures, legislative changes, technology impacts, and various studies).

(c) The JWC will be comprised of four (4) representatives from the Bargaining Unit, four (4) representatives from Management and one (1) Senior Manager. The Committee shall be chaired by a management or union representative on an alternating basis.

(d) The JWC shall meet quarterly for a maximum of four (4) hours per quarter or, where reasonable, at the request of either the Local President or the CEO. JWC members shall suffer no loss of pay while attending these meetings.

(e) The JWC will discuss and consider all workload issues before the committee, and make recommendations, including possible minority reports in writing to the Senior Management Team on a quarterly basis or, where reasonable, at the request of either the Local President or the CEO.

All members of the JWC should sign off on recommendations. Such recommendations may include but shall not be limited to alternate models for performing work and utilizing staff, reviews of work management issues, and proposals for the hiring of staff to reduce caseloads.

The senior management representative of the committee will bring forward all reports within 30 days of the JWC meeting taking place. The Senior Management Team should make a formal written response to the committee report within thirty (30) working days of presentation, including a draft implementation plan, counter proposals and/ or any reasons for not adopting recommendations. Recommendations that have been accepted by the senior management team will trigger implementation planning by both union and management before the next meeting of the JWC.

A senior manager who is participating as a member of the Employer's JWC Team shall not participate in the review and decision-making functions of the Senior Management Team in respect of the same workload review.

(f) Effective on the date of ratification, the Employer shall, at each meeting provide reports of staffing, caseloads and any other applicable reports relating to the workload of employees (e.g. number of disclosure requests currently in queue, number of teams assigned to each Administrative Assistant, etc.)

(g) In addition, the Society shall monitor workload on a quarterly basis, as well as on an 'as needed' basis. The data, methodology and results will be shared with Senior Management, and with the Union at the JWC and at the Employer-Employee Relations Committee.

PART III: Workload Ranges

(a) **Definition:**

Workload ranges indicate the ideal average range of cases that may be carried by Child Protection Workers, Children's Service Workers, Kinship Care Workers, Kinship Services Workers, Family Intervention Workers and Foster Care Support Workers. In the case of part-time employees, the range will be prorated based upon the percentage of a full-time workweek worked by the part-time employee. Specialized, or Society-endorsed protected caseloads may impact upon the number of cases being carried by workers.

(b) **Ranges:**

The caseload ranges and triggers appearing below reflect active cases only. A case is no longer deemed active where, under the applicable Provincial Standards and legislation, the case is closed or the time has elapsed for completion of all work required to close the file. All reasonable efforts will be made to keep active cases within the ranges set out below, except in extenuating circumstances.

1. Intake	12 -18 active cases [Review triggered at 16 active cases]
2. Ongoing Family Services	16 -22 active cases [Review triggered at 20 active cases]
3. Children Services	16- 22 active cases [Review triggered at 20 active cases]
4. Foster Care	22 – 32 active homes [Review triggered at 30 active homes]
5. Kinship Services	16 – 22 active cases [Review triggered at 20 active cases]
6. Kinship Care	16 – 22 active homes (Review triggered at 20 active homes]
7. Family Intervention Workers	8 – 14 active cases [Review triggered at 12 active cases]

PART IV: Workload Review

The employer and union recognize that workload can fluctuate and therefore, workload will be reviewed during supervision on a regular basis. When it is identified through supervision that a worker has reached their caseload trigger or above for a period of 60 consecutive calendar days (30 consecutive calendar days for Intake Workers) it is the joint responsibility of the worker and the supervisor to initiate a workload review.

Further a workload review will take place when a supervisor receives a written request for a workload review outlining specific workload issues from an individual worker. The meeting with the supervisor in this situation will be within five (5) working days of the submission of the employee's written request.

The fact of having initiated a workload review will not negatively impact on an employee's performance appraisal.

In both of the above situations, the workload review shall include a written plan and shall be reviewed within ten working days of the review date. In devising the written plan to address an individual worker's workload, the supervisor, with input from the employee, should consider the following elements (but not exclusive to):

- the number and complexity of the employee's existing cases
- cases before the Court requiring court preparation and/or case conferencing
- subsequent referrals
- high risk cases
- travel
- language and other skills required
- mandatory training time which requires employee(s) to be absent from work
- approved overtime
- staff turnover
- Agency committee work

The above non-exhaustive list of factors should also be considered by a supervisor when assigning cases.

The supervisor will reserve the right to assign cases to any employee to ensure continuity of service to all children and families. Employees cannot refuse to accept a case or any work assignment based on workload.

PART V: Workload Adjustment

If the supervisor, after seeking input from the employee, conclude that a workload adjustment is required, the supervisor may where appropriate initiate steps in response, including but not limited to the following:

1. Where the range maximum has been reached or exceeded, no further cases assigned until the caseload has fallen below the maximum.

2. Determine case assignments and duties which can be reasonably redirected and make such arrangements as soon as possible.

3. Protect recording time.

4. Use of additional resources.

When the supervisor concludes that an employee's workload is likely to exceed that indicated in the ranges specified above, and is unable to effect the necessary measures to prevent this from occurring, the supervisor shall involve their Director of Service in exploring alternatives to resolve the situation and provide a written response to both the supervisor and employee within ten working days.

Supervisors will strive to ensure that:

- regular ongoing supervision is scheduled to review any issues relating to the appropriate distribution and volume of workload on an individual basis.

- where a clinical decision has been made to close the file, the worker and their supervisor will meet to discuss the timetable for completion of all work required to close the file.

- a consistent approach is utilized for work assignment and management, while recognizing the capacities of the worker.

- employees terminating their employment with the Employer may have protected recording time, up to a maximum of four days, as necessary in order to allow those employees to complete any documentation requirements prior to their last day of work. In order to receive this protected time, an employee must provide the Employer with notice of termination as required by the Collective Agreement. It is also understood that to be allotted protected recording days, the employee in this situation will meet with the supervisor to discuss and plan for the appropriate number of days required to complete the documentation requirements.

- efforts are made to provide staff with sufficient time for recording cases that have been deemed inactive to avoid further interventions.

PART VI: Workload Study

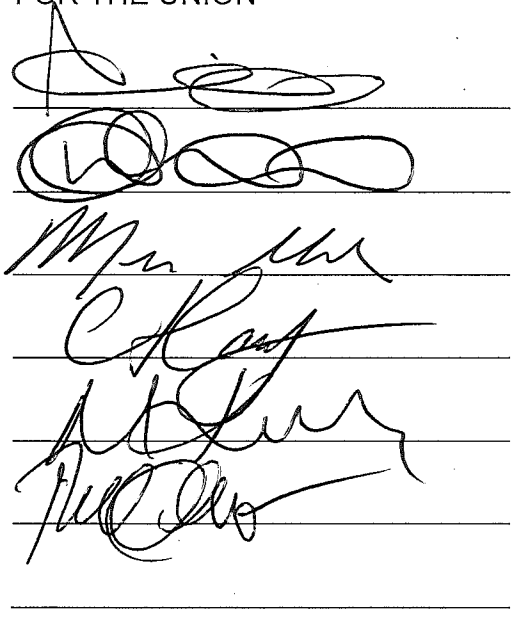
The workload study shall be initially presented jointly to management and the LEC and subsequently be presented to staff. Both parties agree to jointly develop a plan to implement the recommendations as accepted by the Employer, within a year of ratification of the collective agreement.

PART VII

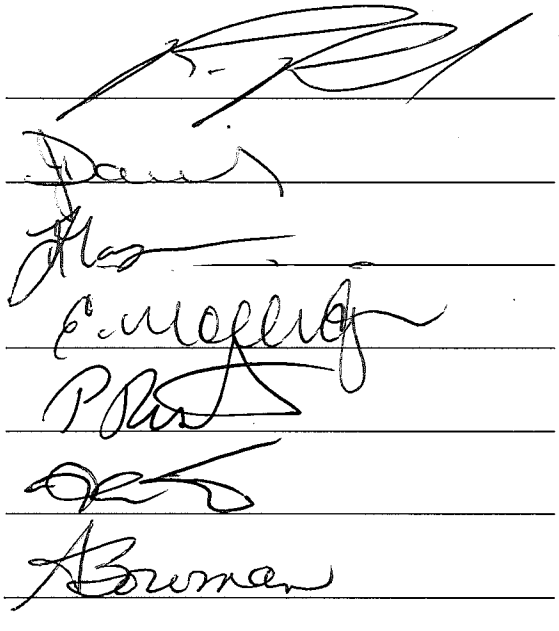
For Clerical and staff not designated as Children Protection Workers, a workload review will take place when a supervisor receives a written request for a workload review outlining specific workload issues from an individual worker. The meeting with the supervisor in this situation will be within five (5) working days of the submission of the employee's written request.

Dated at Newmarket this 12 day of November 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #3

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL #304
(hereinafter referred to as the "Union")

- and -

YORK REGION CHILDREN'S AID SOCIETY
(hereinafter referred to as the "Employer")

CELLULAR PHONE POLICY

The Employer will provide cellular phones for use by all case-carrying employees. These phones are for business use only. The cost of any calls made in contravention of this Letter of Understanding will be paid immediately by the employee responsible or else deducted from that employee's future wages.

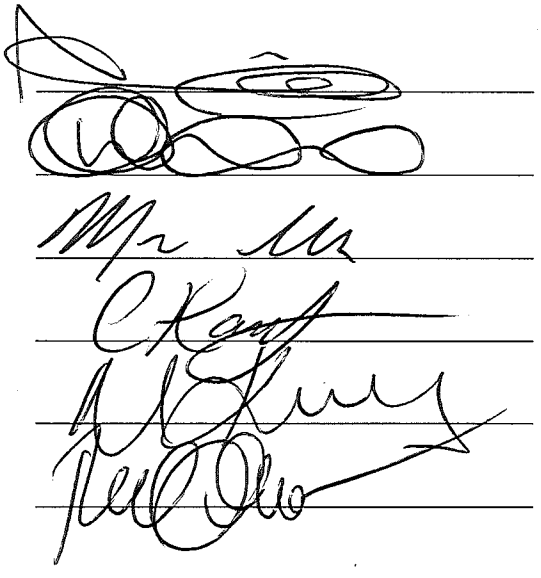
Staff are required to use the most inexpensive method when making long distance calls. Landlines are to be used where possible.

Discussions by cellular phone can sometimes be overheard. Staff are required to use discretion when discussing confidential client information by telephone.

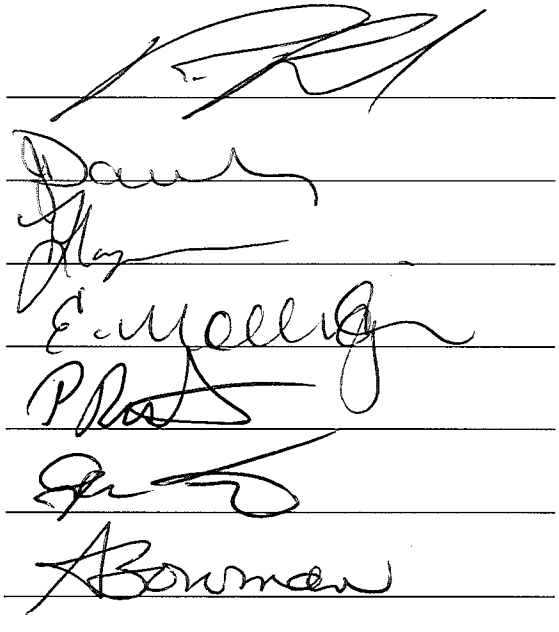
For safety reasons, staff should not use cellular phones while driving.

Dated at Newmarket this 12th day of November 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #4

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL #304

(hereinafter referred to as the "Union")

- and –

YORK REGION CHILDREN'S AID SOCIETY

(hereinafter referred to as the "Employer")

BENEFITS

During the term of this collective agreement the parties agree to meet for the purpose of exploring alternatives and approaches to sustain the current benefits program under the anticipated future cost escalation pressures.

Dated at Newmarket this 17th day of November 2019.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #5

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL #304
(hereinafter referred to as the Union)

- and -

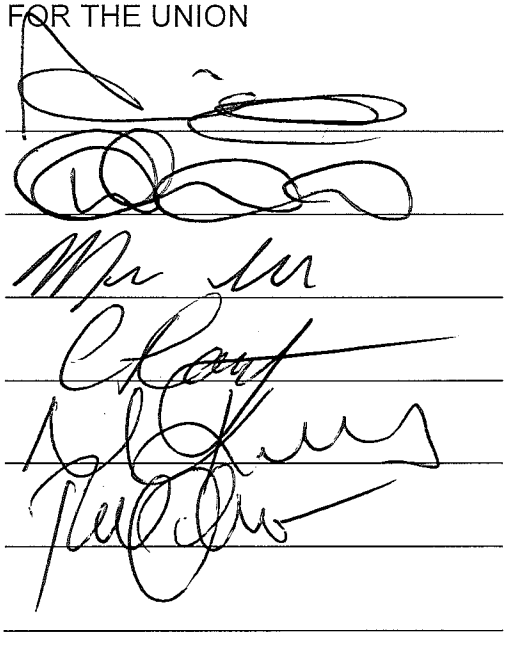
YORK REGION CHILDREN'S AID SOCIETY
(hereinafter referred to as the Employer)

VACATION CHANGES

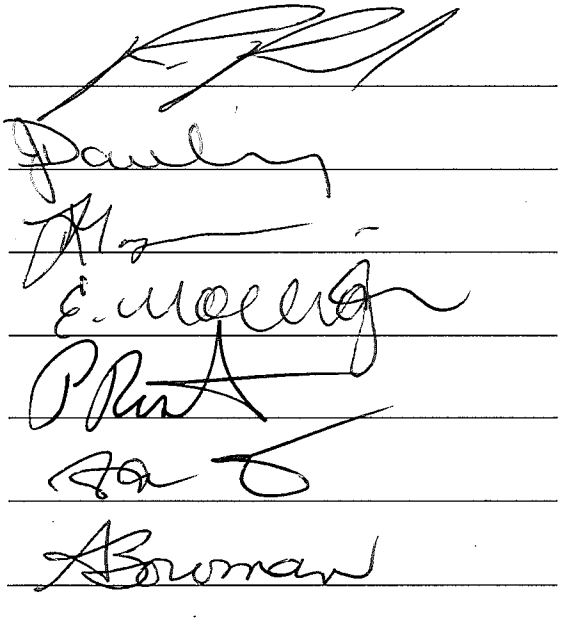
The Employer will notify the Union when the Employer intends to change vacation coverage from team or department. The Employer will work with the Union to seek their input, and will provide staff one vacation period of notice prior to the implementation.

Dated at Newmarket this 12th day of November 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #6

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION AND ITS LOCAL #304
(hereinafter referred to as the Union)

- and -

YORK REGION CHILDREN'S AID SOCIETY
(hereinafter referred to as the Employer)

PEER SUPPORT

The Society will support a Peer Support Team to act as a voluntary service that offers sensitive debrief to work related critical incidents experienced by staff. This may include activities such as debriefing, educating and providing skilled support, including post incident support, to individuals and groups to reduce the stress and impact of child welfare work and to promote a culture that builds resiliency. Any Supervisor aware of any employee exposed to, or through secondary exposure, a critical incident, will automatically make a Peer Support referral for said employee that the employee can accept or not at their own discretion.

Dated at Newmarket this 12th day of November 2019.

FOR THE UNION

FOR THE EMPLOYER

LETTER OF UNDERSTANDING #7

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL #304

(hereinafter referred to as the "Union")

- and –

YORK REGION CHILDREN'S AID SOCIETY

(hereinafter referred to as the "Employer")

CAS Workers at Risk

The parties accept the findings of the report, *CAS Workers at Risk* (2014), on worker safety as an accurate representation of safety issues faced by CAS workers at all levels within the Agency.

The Parties further recognize both their joint and separate responsibilities and duties under the *Occupational Health and Safety Act*

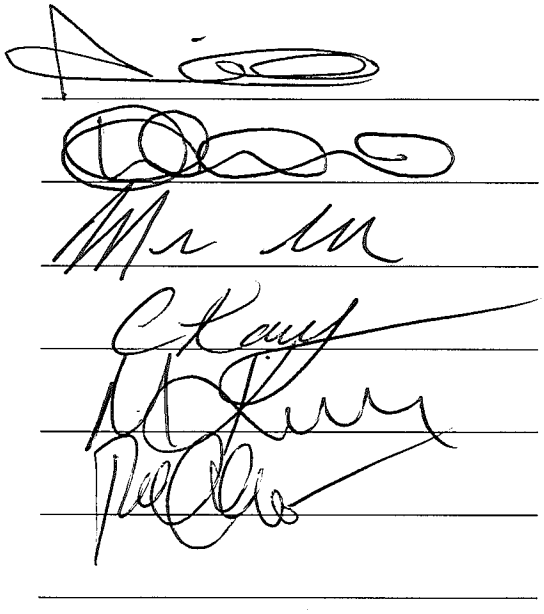
Therefore, the Parties agree to fully cooperate to move toward instituting all recommendations contained within the report that are identified as responsibility at the Agency level by utilizing available resources, but not limited to, the Joint Health and Safety Committee.

The Parties agree that full disclosure, joint discussion and consultation are integral parts of the process at all levels to properly achieve the recommendations of the Report and the Parties agree that no decision shall be instituted in isolation or in an arbitrary manner.

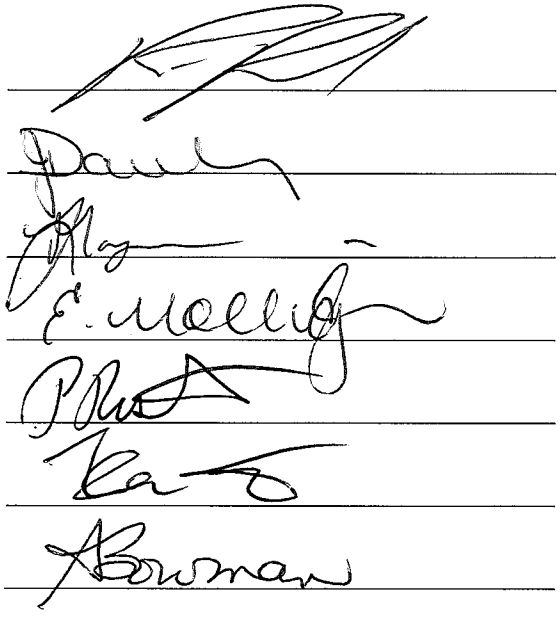
The Parties further recognize that the participation of the Provincial Government and its relevant Ministries are required to achieve numerous recommendations within the Report. Therefore, the Parties agree to fully cooperate in bringing the subject of worker safety forward to the Provincial Government and its relevant Ministries to enact the recommendations of the Report identified as being a Provincial responsibility.

Dated at Newmarket this 12th day of November 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #8

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL #304

(hereinafter referred to as the "Union")

- and –

YORK REGION CHILDREN'S AID SOCIETY

(hereinafter referred to as the "Employer")

CPIN

The parties recognize that the maintenance and sustainment of CPIN is a complex undertaking requiring timely communication and open dialogue. Working together, both parties recognize that involving all staff in the process will assist towards a more seamless transition and successful outcome.

The CPIN Committee already formed will continue to be a forum where ideas are shared, and on-going challenges are discussed. The CPIN Committee includes but is not limited to members from the CPIN Implementation Team (including at least one bargaining unit member on that team, a senior manager, and up to five (5) bargaining unit members.)

The Employer will make all efforts to minimize any negative impact of this technological change on the workforce, including, but not limited to:

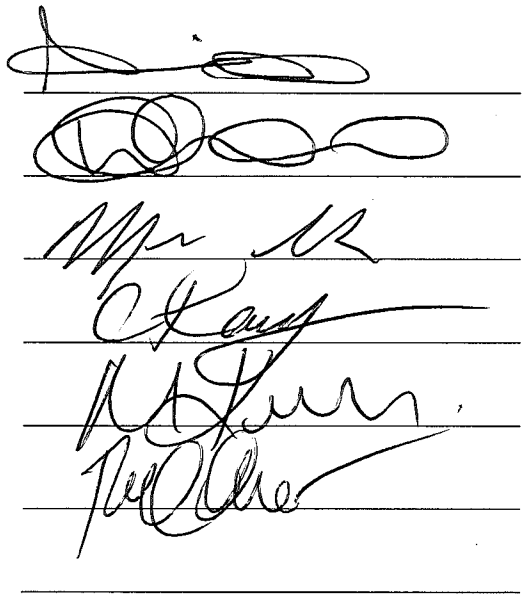
a. CPIN Committee shall meet bi-monthly or more frequently to address issues as they arise.

b. Draft minutes of the CPIN Committee will be posted on the intranet within one month of the meeting taking place.

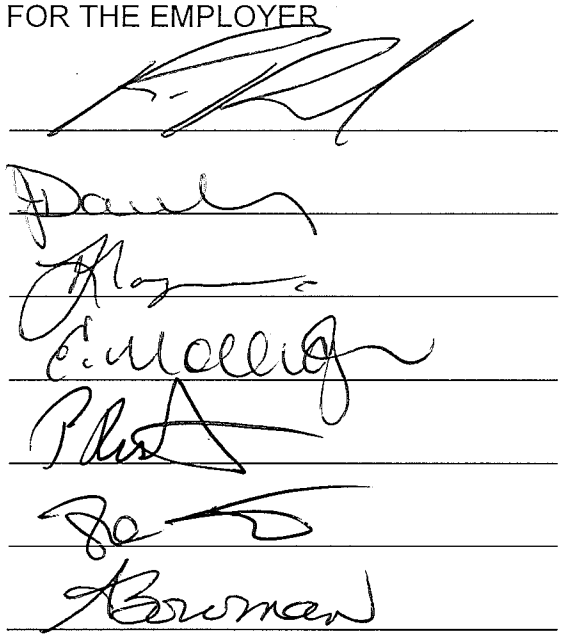
c. To ensure a successful transition and effective implementation of CPIN, the Employer, working with the CPIN Committee, will develop and implement a plan for CPIN Sustainment that includes training and support for Employees.

Dated at Newmarket this 12th day of November 2019

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #9

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL #304

(hereinafter referred to as the "Union")

- and –

YORK REGION CHILDREN'S AID SOCIETY

(hereinafter referred to as the "Employer")

Pay Equity Maintenance

The Union and the Employer acknowledge their ongoing responsibilities under the Pay Equity Act to:

- Establish and maintain compensation practices that provide for pay equity in accordance with Section 7 of the Pay Equity Act
- To ensure that the Pay Equity Plan between the parties is appropriately amended to reflect any change of circumstances which subsequently rendered the Plan to be no longer appropriate within the meaning of the Act, and
- To ensure that pay equity is maintained for new and existing job classifications

The Union and the Employer agree to establish an ongoing process to address issues of maintenance including evaluation of new jobs and those that have undergone significant change.

The Joint Job Evaluation Committee (JJEC) will have the following composition:

- Four union representatives chosen by and from the local union
- Four Employer representatives
- With a minimum requirement of 3 Union and 3 Employer representatives.

When a new position is established that falls within the scope of this bargaining unit or when the Employer makes a significant change to the job content of the existing classification the incumbent employee will complete a Job Evaluation Questionnaire and submit it to their supervisor.

Within 30 days of receipt of the completed questionnaire by the Director of Human Resources, the JJEC will meet to evaluate the position for the purposes of evaluating each new or changed position, using the previously agreed upon method by the JJEC.

The JJEC will have the right to interview incumbents if necessary in order to evaluate jobs.

Any pay increase to a female job class resulting from the evaluation will be retroactive to the date of receipt of the completed questionnaire by the Director of Human Resources.

If the point total falls outside the range of the current job evaluation system, the Union and the Employer will negotiate an appropriate hourly rate for the job, consistent with the established pay grid. If the committee is unable to agree on the points to be assigned to any sub-factor or if a dispute exists concerning the hourly rate of a particular job, the matter will be referred to the Chief Executive Officer for final resolution. If there is a dispute, the Employer and the Union members of the JJEC will prepare a rationale for their position on any of the following issues:

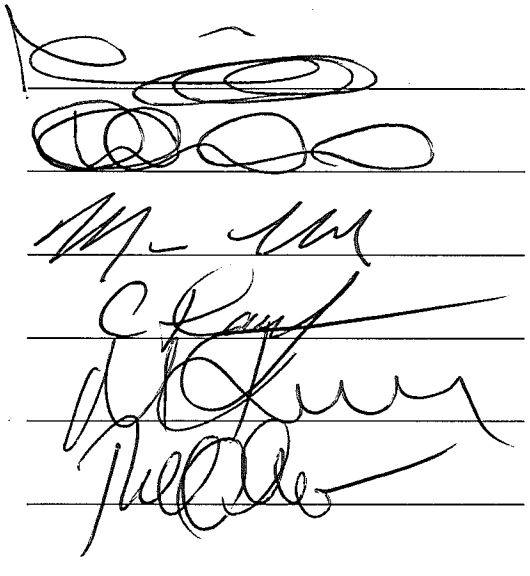
- Whether substantial change has occurred.
- The factors and points that are in dispute and the rationale for the dispute issues,
- The pay band or hourly rate in dispute and the rationale for the issue in dispute.

The rationale will be forwarded to the Chief Executive Officer for decision making.

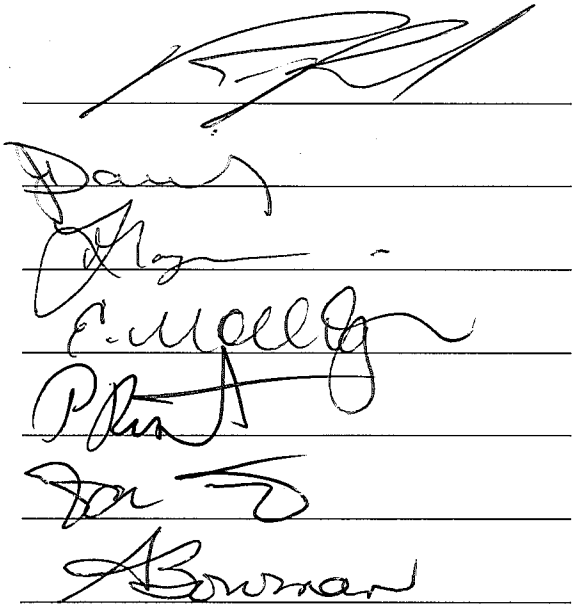
Where an employee (s) is unsatisfied with the decision of the Chief Executive Officer, they shall maintain their rights to access external bodies including the Pay Equity Commission.

Dated at Newmarket this 12th day of November 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #10

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL #304

(hereinafter referred to as the "Union")

- and –
YORK REGION CHILDREN'S AID SOCIETY

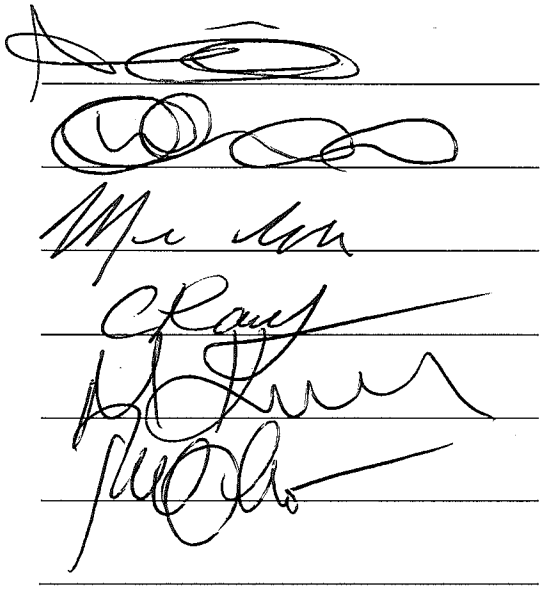
(hereinafter referred to as the "Employer")

Union President's Workload

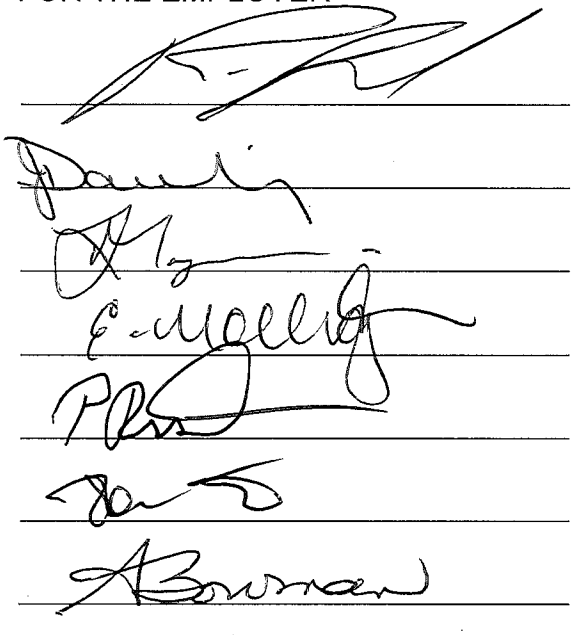
Effective April 1, 2017, the caseload range applicable to the Union President will be fifty percent of the applicable range in Letter of Understanding #2.

Dated at Newmarket this 12th day of November 2019.

FOR THE UNION



FOR THE EMPLOYER



LETTER OF UNDERSTANDING #11

BETWEEN:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

AND ITS LOCAL #304

(hereinafter referred to as the "Union")

- and –
YORK REGION CHILDREN'S AID SOCIETY

(hereinafter referred to as the "Employer")

Snow Tire Funding Advance

(Effective April 1, 2017)

Purpose:

The purpose of the Snow Tire Funding Advance program is to assist employees who require snow tires for the purpose of performing work for the Agency.

Eligibility

To be eligible for snow tire funding an employee must:

- Be actively at work
- Be a permanent full-time employee; and
- Have completed three years of continuous active service.

This benefit is available to employees a maximum of once every five years.

Funding Amounts

An eligible employee may receive funding for the cost of snow tires, to a maximum total cost of $1,000, upon provision of a satisfactory receipt demonstrating actual cost for purchase of snow tires in the same fiscal year. Total funding available in any fiscal year will not exceed $30,000.

Repayment of Snow Tire Funding

If approved for funding advance, an employee will be required to sign an authorization instructing the Agency to withhold, at minimum, an amount equal to 1/52 of the total funding from each of the employee's next 52 bi-weekly pays and instructing the Agency to withhold any outstanding portion of the funds from wages owing to the employee if their employment is terminated or if leaving active employment with the Agency for an unpaid leave of absence prior to the funding being fully repaid. Any amount which remains outstanding after termination of employment or commencement of an unpaid leave of absence and despite the aforementioned withholding will be paid by the employee immediately.

This Letter does not form part of the collective agreement and no part of it or decision made pursuant to it will be subject to the grievance/ arbitration procedure contained therein.

Dated at Newmarket this 13th day of November 2019.

FOR THE UNION

FOR THE EMPLOYER

SCHEDULE "A" WAGES

1		Date	1	2	3	4	5	6	7	8
		1-Apr-18	39,331	40,949	42,651	44,433	46,307	48,275		
		1.65%	1,507.57	1,569.59	1,634.82	1,703.13	1,774.96	1,850.40		
		1-Apr-19	40,019.29	41,665.61	43,397.39	45,210.58	47,117.37	49,119.81		
		1.75%	1,533.95	1,597.06	1,663.44	1,732.94	1,806.02	1,882.78		
		1-Apr-20	40,619.58	42,290.59	44,048.35	45,888.74	47,824.13	49,856.61		
		1.50%	1,556.96	1,621.01	1,688.39	1,758.93	1,833.11	1,911.02		
		1-Apr-21	41,228.88	42,924.95	44,709.08	46,577.07	48,541.50	50,604.46		
		1.50%	1,580.32	1,645.33	1,713.71	1,785.31	1,860.61	1,939.69		
		1-Apr-22	41,847.31	43,568.82	45,379.71	47,275.72	49,269.62	51,363.53		
		1.50%	1,604.02	1,670.01	1,739.42	1,812.09	1,888.52	1,968.78		
2		Date	1	2	3	4	5	6	7	8
	Receptionist	1-Apr-18	42080	43837	45681	47616	49649	51783		
	Records Clerk	1.65%	1,612.95	1,680.28	1,750.99	1,825.15	1,903.06	1,984.86		
		1-Apr-19	42,816.71	44,603.84	46,480.90	48,449.52	50,517.88	52,689.25		
		1.75%	1,641.18	1,709.68	1,781.63	1,857.09	1,936.37	2,019.60		
		1-Apr-20	43,458.96	45,272.90	47,178.11	49,176.26	51,275.65	53,479.59		
		1.50%	1,665.80	1,735.33	1,808.35	1,884.94	1,965.41	2,049.89		
		1-Apr-21	44,110.85	45,951.99	47,885.78	49,913.91	52,044.78	54,281.78		
		1.50%	1,690.78	1,761.36	1,835.48	1,913.22	1,994.89	2,080.64		
		1-Apr-22	44,772.51	46,641.27	48,604.07	50,662.62	52,825.46	55,096.01		
		1.50%	1,716.15	1,787.78	1,863.01	1,941.91	2,024.82	2,111.85		

3										
	Administrative Assistant	1-Apr-18	45227	47142	49151	51261	53478	55804		
		1.65%	1733.55	1806.98	1883.97	1964.84	2049.84	2138.97		
		1-Apr-19	46018.17	47967.18	50011.01	52157.85	54414.25	56780.19		
		1.75%	1763.89	1838.60	1916.94	1999.23	2085.72	2176.40		
		1-Apr-20	46708.45	48686.68	50761.18	52940.22	55230.46	57631.89		
		1.50%	1790.35	1866.18	1945.69	2029.22	2117.00	2209.05		
		1-Apr-21	47409.07	49416.98	51522.59	53734.33	56058.92	58496.37		
		1.50%	1817.21	1894.17	1974.88	2059.65	2148.76	2242.19		
		1-Apr-22	48120.21	50158.24	52295.43	54540.34	56899.80	59373.82		
		1.50%	1844.46	1922.58	2004.50	2090.55	2180.99	2275.82		
4										
		1-Apr-18	48862	50957	53159	55468	57894	60440		
		1.65%	1872.88	1953.20	2037.59	2126.10	2219.11	2316.67		
		1-Apr-19	49716.70	51848.83	54088.87	56438.46	58907.42	61497.36		
		1.75%	1905.66	1987.38	2073.24	2163.30	2257.94	2357.21		
		1-Apr-20	50462.45	52626.56	54900.20	57285.04	59791.03	62419.82		
		1.50%	1934.24	2017.19	2104.34	2195.75	2291.81	2392.57		
		1-Apr-21	51219.39	53415.96	55723.71	58144.32	60687.89	63356.12		
		1.50%	1963.26	2047.45	2135.91	2228.69	2326.19	2428.46		
		1-Apr-22	51987.68	54217.20	56559.56	59016.48	61598.21	64306.46		
		1.50%	1992.70	2078.16	2167.95	2262.12	2361.08	2464.89		

5										
	Admin Assistant, Legal Services	1-Apr-18	53053	55357	57777	60318	62987	65788		
	Access/ Drives Coordinator	1.65%	2033.52	2121.85	2214.61	2311.99	2414.30	2521.66		
	Network Technician	1-Apr-19	53980.96	56325.64	58788.06	61373.10	64088.95	66938.87		
		1.75%	2069.11	2158.98	2253.37	2352.45	2456.55	2565.79		
		1-Apr-20	54790.67	57170.53	59669.88	62293.69	65050.28	67942.95		
		1.50%	2100.14	2191.37	2287.17	2387.74	2493.40	2604.28		
		1-Apr-21	55612.53	58028.09	60564.92	63228.10	66026.03	68962.10		
		1.50%	2131.65	2224.24	2321.47	2423.55	2530.80	2643.34		
		1-Apr-22	56446.72	58898.51	61473.40	64176.52	67016.42	69996.53		
		1.50%	2163.62	2257.60	2356.30	2459.91	2568.76	2682.99		
6										
	Foster Parent Recruitment/ Post Inquiry Worker	1-Apr-18	57115	59626	62261	65027	67932	70983	74197	77472
	Placement Coordinator	1.65%	2189.25	2285.49	2386.49	2492.51	2603.85	2720.80	2843.98	2969.51
	FIT Worker	1-Apr-19	58114.91	60669.48	63350.74	66165.10	69120.58	72225.20	75494.99	78827.31
		1.75%	2227.56	2325.48	2428.25	2536.13	2649.41	2768.42	2893.75	3021.48
		1-Apr-20	58986.63	61579.53	64301.00	67157.58	70157.39	73308.58	76627.41	80009.72
		1.50%	2260.98	2360.36	2464.68	2574.17	2689.16	2809.94	2937.15	3066.80
		1-Apr-21	59871.43	62503.22	65265.52	68164.94	71209.75	74408.21	77776.83	81209.87
		1.50%	2294.89	2395.77	2501.65	2612.78	2729.49	2852.09	2981.21	3112.80
		1-Apr-22	60769.50	63440.77	66244.50	69187.42	72277.90	75524.33	78943.48	82428.02
		1.50%	2329.32	2431.71	2539.17	2651.98	2770.44	2894.87	3025.93	3159.49

7										
	Adoption Court Worker	1-Apr-18	62899	65697	68638	71724	74964	78367	81941	
	Adoption Worker/ Disclosure Worker	1.65%	2410.96	2518.19	2630.91	2749.19	2873.40	3003.82	3140.83	
	Kinship Services Worker	1-Apr-19	64000.21	66846.64	69839.01	72978.90	76275.96	79738.18	83375.20	
	After Hours Worker	1.75%	2453.15	2562.25	2676.95	2797.31	2923.68	3056.39	3195.80	
	Foster Home Development Worker	1-Apr-20	64960.21	67849.34	70886.59	74073.59	77420.09	80934.25	84625.83	
	Intake Worker	1.50%	2489.95	2600.69	2717.11	2839.27	2967.54	3102.24	3243.74	
	Disclosure/ Family Services Worker	1-Apr-21	65934.62	68867.08	71949.89	75184.69	78581.40	82148.27	85895.22	
	Kinship Care Support Worker	1.50%	2527.30	2639.70	2757.86	2881.85	3012.05	3148.77	3292.39	
	Foster Care Support Worker	1-Apr-22	66923.64	69900.09	73029.14	76312.46	79760.12	83380.49	87183.64	
	Legal Support Worker	1.50%	2565.21	2679.29	2799.23	2925.08	3057.23	3196.00	3341.78	
	Family Services Worker									
	Children Services Worker									

	Casual After Hours Worker	1-Apr-18								
		1.65%	11.10							
		1-Apr-19								
		1.75%	11.29							
		1-Apr-20								
		1.50%	11.46							
		1-Apr-21								
		1.50%	11.63							
		1-Apr-22								
		1.50%	11.80							

New Unauthorized Worker Rate

Unauthorized workers will receive Step 1 rate minus ten (10) percent until authorized.