

COLLECTIVE AGREEMENT

BETWEEN:

KENORA-RAINY RIVER DISTRICTS
Child & Family
SERVICES 

-and-

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2332

TERM OF AGREEMENT: April 1, 2019 to March 31, 2022

INDEX

PAGE

ARTICLE 1 - Preamble

1.01 Purpose	1
--------------------	---

ARTICLE 2 – Definitions/General Conditions

2.01 Definition of Regular Full-time Employees	1
2.02 Definition of Regular Part-time Employee	2
2.03 Definition of Casual Employee	2
2.04 Definition of Executive Director	2
2.05 Definition of Notices	2
2.06 Definition of “Spouse”	3
2.07 Definition of Short Term Employees	3
2.08 Plural or Feminine Terms May Apply	4
2.09 Definition of Pro-Rated	4

ARTICLE 3 – No Strike or Lockout

3.01 No Strike or Lockout	4
---------------------------------	---

ARTICLE 4 – Management Rights

4.01 Management Rights	4
4.02 Right of the Employer	5
4.03 Administration of Agreement	5

ARTICLE 5 - Recognition

5.01 Bargaining Unit	5
5.02 Use of Volunteers and Students	6
5.03 No Other Agreement	6
5.04 Negotiation Committee	6
5.05 Contracting Out	6

ARTICLE 6 – No Discrimination

6.01 No Discrimination	6
------------------------------	---

ARTICLE 7 – Union Membership

7.01 Employee Membership	7
7.02 Prohibition of Union Activities	7

ARTICLE 8 – Deduction of Union Dues or Their Equivalent

8.01 Deduction of Union Dues	7
8.02 Union Dues on T-4	7

ARTICLE 9 – New Employees

9.01 Acquainting New Employees with the Collective Agreement	7
9.02 Designation of Supervisor	8
9.03 Mandatory Training	8

INDEX

	<u>PAGE</u>
9.04 Non-Mandatory Training	8
9.05 Allocation of Funds	8
 <u>ARTICLE 10 – Correspondence</u>	
10.01 Correspondence.....	9
 <u>ARTICLE 11 – Labour/Management Cooperation Committees</u>	
11.01 Labour-Management Committee	9
11.02 Workload Committee	9
11.03 Health and Safety Committee.....	10
- Respectful Workplace.....	10
- Joint Health and Safety Committee.....	10
11.04 CUPE Representative Resources	11
11.05 Pay Equity Committee.....	11
 <u>ARTICLE 12 – Labour-Management Relations</u>	
12.01 Representation.....	11
12.02 Right to Assistance.....	11
 <u>ARTICLE 13 – Grievance Procedure</u>	
13.01 Recognition of Union Stewards and Grievance Committee	12
13.02 Definition of Grievance	12
13.03 Settling of Grievances	12
13.04 Union/Employer Grievance.....	13
13.05 Time Limits	14
13.06 Replies to Grievances.....	14
13.07 Letters of Understanding	14
 <u>ARTICLE 14 – Arbitration</u>	
14.01 Composition of Board of Arbitration	14
14.02 Failure to Appoint	15
14.03 Board Procedure	15
14.04 Decision of the Board.....	15
14.05 Expenses of the Board	15
14.06 Witnesses.....	15
14.07 Sole Arbitrator.....	16
14.08 Amending of Time Limits	16
 <u>ARTICLE 15 – Discharge Grievances</u>	
15.01 Sufficient Cause for Discipline/Discharge	16
15.02 Grievance for discharge following Probationary Period.....	16
15.03 Disciplinary Action	16
15.04 Written Warnings	17
15.05 Settlement by Parties.....	17

COLLECTIVE AGREEMENT

BETWEEN:

**KENORA-RAINY RIVER DISTRICTS
CHILD AND FAMILY SERVICES
(hereinafter called the "Employer")**

of the first part

and

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2332
(hereinafter called the "Union")**

of the second part

ARTICLE 1 – PREAMBLE

1.01 Purpose

Whereas it is the desire of the Union and the Employer to provide efficient and economical administration and services, both parties agree that for such purposes, it is essential to maintain harmonious relations between the Employer and its employees and to promote the morale, well-being and security of all employees represented by the Union; to provide procedures for dealing with grievances; to promote cooperation, joint discussions and negotiations in all matters pertaining to wages, hours of work and working conditions while fulfilling the objectives of the Employer to provide service to the public in accordance with the Child, Youth and Family Services Act, Ontario as well as any applicable legislation for Kenora-Rainy River Districts Child and Family Services.

ARTICLE 2 – DEFINITIONS/GENERAL CONDITIONS

2.01 Definition of Regular Full-time Employees

A Regular Full-Time Employee is an employee who works on a regular basis and whose length of appointment is indefinite:

- Facilities/Maintenance Lead: forty (40) hours per week
- Child Care Workers: thirty-eight (38) hours per week
- Residential Workers: forty (40) hours per week
- All other employees: thirty-three and three quarters (33.75) hours per week

2.02 Definition of Regular Part-Time Employee

"Regular Part-time Employee" is an employee who is regularly scheduled to work in excess of twenty-four (24) hours per week but less than the hours of a full time employee and whose length of appointment is indefinite.

2.03 Definition of Casual Employee

A Casual Employee is an employee of the agency who is not regularly scheduled to work in excess of 24 hours per week.

Casual work assignments shall be distributed as equitably as practical, amongst those employees normally performing the work. Casual employees shall be assigned shifts based on seniority on a rotating basis by location (Locations: Kenora, Fort Frances, Dryden, Atikokan, Sioux Lookout, Red Lake), according to the last posted seniority list with the exception of assignments where the needs of the child's/family's individual needs must be accommodated.

An addendum, completed by the worker and approved by the supervisor, must accompany the (SSR) Support Services Request form outlining the reason(s) for any deviation to the regular scheduling process. In the case of the Valley Drive Group Home program, any deviation from the regular scheduling process must be clearly documented by the Co-ordinator and approved by the Supervisor.

Exclusive of Article 17.08 (a) & (b) of this Collective Agreement, where it is expected that (5) five or more continuous shifts would be available and which are usually filled by casual employees, the most senior casual employee who would normally perform the type of work available can accept all available shifts, but not to exceed full time hours.

If the Employer is unsuccessful in contacting the employee or the employee refuses the assignment, that employee's name will be moved to the bottom of the rotation list.

2.04 Definition of Executive Director

"Executive Director" shall mean the Executive Director or Designate of Kenora-Rainy River Districts Child and Family Services.

2.05 Definition of Notices

A notice to any employee under this Agreement may be given personally or by electronic means or prepaid registered mail addressed to the employee at his/her last

address shown on the payroll of the Employer. Such notice given by prepaid registered mail or by an electronic means shall be deemed to have been given upon five (5) days after the date of transmission or mailing.

2.06 Definition of "Spouse"

Spouse (including same gender spouse), is defined by virtue of a legal marriage, or although not legally married to the employee, is a person who has continuously cohabitated with the employee for not less than one (1) full year and who is maintained and represented as the employee's spouse.

2.07 Definition of Short Term Employees

The parties agree that short term employees may be hired to work a normal work week or something less than a normal work week but greater than twenty-four (24) hours per week on a regular basis. The terminal date of a short term position will be established prior to commencement of employment but shall not exceed a period of twelve (12) months unless mutually agreed to.

The hiring of a short term employee shall not cause the layoff of any regular employee covered by this Agreement. Short term employees shall be covered by the Collective Agreement, except with respect to termination of employment and such termination shall not be the subject of a grievance. Short term positions will be posted. If an employee covered by this Agreement applies for the short term position and is the successful applicant, the employee will be covered by all rights and benefits of the Agreement and will have the right to return to his/her former position upon termination of the short term position. If the employee's former or similar position no longer exists he will be placed in a comparable position in the same area office as that which he vacated.

A regular full-time employee or a regular part-time employee, who transfers to a short term position in a bargaining unit, shall not be considered a short term employee but rather shall, during the term of the short term position, continue to be considered as a regular employee. His/her replacement (if any) who is employed from outside the Employer, or who is already a short term employee, shall be considered as the short term employee.

A person hired to fill the vacancy created in the case of a regular employee accepting a short term position shall be covered by the Collective Agreement except with respect to termination of employment nor shall they accumulate seniority and such termination shall not be the subject of a grievance. If the term employee becomes a full time regular employee, seniority will become effective from the date of last hire.

Any regular full time employee hired after the date of ratification of this agreement shall not be eligible to apply for any short term vacancy until she has accumulated two (2) years of seniority.

2.08 Plural or Feminine Terms May Apply

For the purposes of interpretation of this Agreement the feminine gender shall mean and include the masculine gender and similarly the singular shall include the plural and vice versa as applicable.

2.09 Definition of Pro-Rated

Unless otherwise specified in this agreement, employees shall be eligible for benefits outlined in this agreement in proportion to their hours of work as compared to the hours of work of a regular full time employee.

ARTICLE 3 – NO STRIKE OR LOCKOUT

3.01 No Strike or Lockout

In view of the orderly procedures established by the Agreement and the provisions of the Labour Relations Act, as amended from time to time, the Union agrees that there will be no strike, slowdown, work stoppage (either complete or partial) or other interruptions or interference with the operations during the term of this Agreement. The Union further agrees that if any such strike takes place, it will repudiate it forthwith and require its members to return to work.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Management Rights

The Union recognizes and acknowledges that the management of the operation and direction of the working forces are fixed exclusively in the Employer but are subject to the other provisions of this Agreement and shall be exercised in a manner consistent with this Agreement. The Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order and efficiency;
- b) Hire, retire, promote, demote, classify, transfer, suspend and rehire employees, and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that she has been discharged or

disciplined without just cause may be the subject of a grievance and/or arbitration and dealt with as hereinafter provided;

- c) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- 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 control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extensions, limitations, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement.
- e) The matters set out herein and all other matters concerning the operation of the agency which are not specifically dealt with in this collective agreement shall be reserved to the Employer and to be within the Employer's exclusive responsibility.

4.02 Right of the Employer

The Union further recognizes the right of the Employer to operate the Kenora-Rainy River Districts Child and Family Services in all respects in accordance with its commitments, obligations and responsibilities under the Child, Youth and Family Services Act, or any other Act of the Government of Canada or the Province of Ontario, or any other applicable act, to serve the needs of the public at large.

4.03 Administration of Agreement

In administering this agreement the Employer shall act reasonably and in good faith and in a manner consistent with the agreement as a whole.

ARTICLE 5 - RECOGNITION

5.01 Bargaining Unit

The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Kenora-Rainy River Districts Child and Family Services, save and except Supervisor, persons above the rank of Supervisor, Residential Coordinator, Senior Accountant, Director of Service, Director of Finance and Administration, Executive Assistant, IT Supervisor, Lawyer, Executive Secretary, Human Resource Manager, Admin Coordinator, Human Resource Assistant and students employed during the school vacation periods or on a cooperative work study program.

5.02 Use of Volunteers and Students

The Employer, in its role as a community partner, may at times utilize volunteers and students as a means of providing community outreach and mentorship. The Employer agrees that its use of volunteers and students shall not result in a lay off or reduction of hours or reduction of work of a member of the bargaining unit.

5.03 No Other Agreement

No employee shall be required without the consent of the Union to make any written or verbal agreement with the Employer or its representatives which conflicts with the terms of this Collective Agreement.

5.04 Negotiation Committee

The Employer agrees to recognize a Negotiation Committee consisting of up to seven (7) employees who have completed their probationary period. The function of this Committee shall be to negotiate renewal of this Agreement as provided in Article 31. The Employer agrees that the members of the Committee shall suffer no loss of earnings for the time spent during the regular scheduled working hours while attending meetings with the Employer.

The Union shall notify the Employer in writing of the names of the Negotiating Committee members. The Employer shall recognize any committee member once notification from the Union has been received.

5.05 Contracting Out

The Employer agrees to disclose any and all existing and proposed renewals with outside providers to the Union that might perform similar work as performed by members of the bargaining unit. The Employer further agrees that no new contracts will be entered into for the duration of the Collective Agreement without consultation with the Union.

ARTICLE 6 – NO DISCRIMINATION

6.01 No Discrimination

The Employer and the Union agree that there shall be no discrimination, interference, restriction, harassment, or coercion exercised or practiced with respect to any employee or applicant for employment by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability; all as defined under the Ontario Human Rights Code (except where it relates to a bona fide qualification because of the nature of employment), nor by reason of Union or Non Union Membership or association or trade union.

ARTICLE 7 – UNION MEMBERSHIP

Every union member is entitled to union representation, as per Article 7 of this Agreement.

7.01 Employee Membership

As a condition of employment, all Bargaining Unit employees identified in Article 5.01, shall become and remain members in good standing of the Union. The Employer shall deduct from every employee any dues as determined by the Union.

7.02 Prohibition of Union Activities

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in Union activities on the Employer's time except as authorized by this Agreement, unless mutually agreed to.

ARTICLE 8 - DEDUCTION OF UNION DUES OR THEIR EQUIVALENT

8.01 Deduction of Union Dues

Deductions shall be made monthly and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages, said deductions have been made. Upon request, and on no more than a quarterly basis, the Employer shall provide the phone numbers and addresses of all employees from whose wages, said deductions have been made. A copy of this list shall also be forwarded to the Secretary of the Union.

The Union shall indemnify and save the Employer harmless from any and all claims for amounts deducted from pay and remitted to the Union under the terms of this Article. The Union will supply in writing any changes to the formula for such dues for deduction purposes.

8.02 Union Dues on T-4

The Employer agrees to include the annual total of the dues deducted in each employee's T-4 slip.

ARTICLE 9 – NEW EMPLOYEES

9.01 Acquainting New Employees with the Collective Agreement

The Employer and the Union desire each employee to be familiar with the provisions of this agreement and their rights and obligations under it. The Employer will advise all new employees of the existence of the Union and all newly hired employees will be given access to an electronic copy of the Collective Agreement by the Employer. Employees may request a printed copy from the Union.

The Union designate will be allowed up to three (3) hours to familiarize new employees with the Collective Agreement, at all offices.

9.02 Designation of Supervisor

Upon commencement of employment each employee shall be advised by the Employer of the name of his/her immediate supervisor and his/her Union Steward or representative.

9.03 Mandatory Training

As a condition of employment some employees may be expected to attend mandatory training at the expense of the Employer, including, if necessary, registration, transportation, accommodations and meals.

Other mandatory training may be designated by, and at the expense of the Employer.

Employees, who are required to travel outside of business hours, will receive half day (.5) in lieu.

9.04 Non-Mandatory Training

Supervisors will assist employees to identify and attend available training relevant to their jobs. Staff members wishing to attend workshops, conferences, training sessions or other educational courses of their own choosing will submit a request in writing to the Supervisor regarding the conditions and expenses of such leave. Written approval may be granted at the Executive Director's discretion and the employee may ask for an advance against approved expenses. No further advances will be approved until the first advance is reconciled.

9.05 Allocation of Funds

The Executive Director will allocate funds for staff training and educational conferences, as he feels possible or appropriate. Staff training is important and planning shall be done on an annual basis per individual service units in a fair and equitable manner within the unit and submitted to the Executive Director for consideration.

ARTICLE 10 – CORRESPONDENCE

10.01 Correspondence

All correspondence between the parties shall pass to and from the Executive Director or his/her designate and the Union Recording Secretary or his/her designate.

All correspondence pertaining to grievances shall pass to and from the Chief Steward or her designate and the Executive Director or his/her designate.

ARTICLE 11 – LABOUR-MANAGEMENT COOPERATION COMMITTEES

11.01 Labour-Management Committee

The parties agree to form a Labour Management Cooperation Committee which shall have representation of no more than nine (9) from each party.

The Committee shall meet on a quarterly basis and may meet more or less frequently at the request of either party. The role of the chair shall alternate between the Parties. The Chair of the committee shall maintain and distribute minutes.

At the Union's request, the Agency's financial situation and staff workload shall be topics at regular Labour Management Committee meetings. Year to date budget reports and workload statistics shall be provided to the Union prior to such meetings and if the Union has specific questions regarding budget statements, they will be provided to the Director of Finance and Administration prior to the meeting whenever possible.

It is understood that this Committee shall not supersede the activities of any other Committee established under this Agreement.

11.02 Workload Committee

Part 1 Workload Responsibilities

- a) The Employer is responsible for providing services in accordance with the Child, Youth and Family Services Act, or any other Act of the Government of Canada or the Province of Ontario, or any other applicable act to serve the needs of the public at large. The Employer recognizes that the keys to achieving this goal are the employees. 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 recognizes that the issue of workload is of serious concern to bargaining unit employees. Further, the Employer recognizes its responsibility to provide services through employees in accordance with legislation and to conform to current ministry standards. It is also the responsibility of the Employer to establish

and maintain an effective infrastructure to facilitate the employee's achievement of all standards.

- b) The Employer and the union recognize that workload can fluctuate and should therefore be reviewed on a regular basis, with the goal of manageable and equitable distribution of workload. The Employer acknowledges the important role the Union plays in identifying workload issues.
- c) Whenever any Employee has grounds to claim that his/her workload levels are at an unmanageable level, the employee may request, in writing to their immediate supervisor, an assessment of her workload.

Part 2 Discussion Forums

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

- a) Labour/Management Meetings:

Discussions of workload issues will be a standing agenda item at each Union/Management meeting.

- b) Joint Workload Committee:

The parties agree to form a Joint Workload Committee which shall have equal representation from each party of no more than six (6) members. The Committee may meet on a monthly basis but at a minimum shall meet quarterly.

11.03 Health and Safety Committee

- a) Respectful Workplace

The Employer and the Union recognize their joint obligation to:

Provide and maintain a safe and healthy workplace;

Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;

Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

- b) Joint Health and Safety Committee

The Employer and union agree to establish a Joint Health and Safety Committee, as required and defined by the Occupational Health and Safety Act. Union representatives to the Joint Health and Safety Committee shall be bargaining unit members selected by the local union membership.

11.04 CUPE Representative Resources

The parties agree that the Union plays an important role in ensuring a safe and healthy workplace. To that end, the Union has a right to bring in a CUPE National Representative for Local 2332, or his/her designate, to attend Joint Health and Safety meetings as guests, to observe Committee business, and to assist in the development of policies, measures, procedures and training pertaining to violence in the workplace.

11.05 Pay Equity Committee

The parties agree to establish a joint pay equity committee including terms of reference prior to January 1, 2014.

The parties agree that all annual reviews and decisions regarding pay equity shall be performed jointly.

ARTICLE 12 – LABOUR-MANAGEMENT RELATIONS

12.01 Representation

The Union shall elect or appoint not more than twelve (12) Stewards from amongst employees for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement. At least one Steward should represent each office location. The Union will supply the Employer with the names of its officers and Stewards. Only such duly authorized officers and Stewards shall have the power to bind the Union in any Agreement with the Employer. Each officer or Steward shall be a regular full-time employee of the Employer who has completed the probationary period.

12.02 Right to Assistance

The Union shall have the right to have the assistance of representatives of the Union when negotiating with the Employer or dealing with the Employer on matters arising out of this Agreement. The Employer may also have the assistance of consultants at such meetings.

The Union acknowledges that the Stewards and members of the grievance committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their regular duties without first notifying the Supervisor. The Stewards shall notify the Supervisor via email prior to the meeting and after the meeting. Such employees shall not suffer any loss of pay for time spent during regular working hours in meeting with the Employer and under the Grievance Procedure up to and including Step 3.

ARTICLE 13 – GRIEVANCE PROCEDURE

13.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Steward.

13.02 Definition of Grievance

A grievance shall be defined as any difference between the Employer and an employee or group of employees as to the interpretation, application, administration, or alleged violation of the Collective Agreement. A written grievance shall specify the Article or Articles in the Collective Agreement which are alleged to have been violated, along with the remedy sought. This shall include individual, group, Employer and/or policy grievances.

13.03 Settling of Grievances

An effort shall be made to settle differences/disagreements fairly and promptly and it is understood that an employee has no grievance until they have given their Supervisor the opportunity of adjusting their complaint.

If the employee is not satisfied that the difference/disagreement has been satisfactorily resolved, they may access the following grievance process after five (5) days of having initially notified their Supervisor in writing of the difference/disagreement.

Step 1:

The aggrieved employee, either alone or accompanied by the Union Representative, will first present the written grievance, including the particulars and the redress sought, to their immediate supervisor or their designate. Such written grievance shall be submitted within fifteen (15) days from the date on which the cause of the grievance occurred or of the circumstances giving rise to the grievance reasonably becoming known to the griever. Such supervisor shall render their decision within fifteen (15) days after receipt of such grievance.

Step 2:

Failing satisfactory settlement being reached in Step 1, the employee, either alone or accompanied by a Union Representative, will submit the written grievance within fifteen (15) days to the Director of Services or their designate. The Director of Service or their designate shall render their decision within fifteen (15) days after

receipt of the Grievance.

Step 3:

Failing settlement being reached in Step 2, the Union Representative will submit the written grievance within fifteen (15) days to the Executive Director or their designate. The Executive Director or their designate shall render their decision within fifteen (15) days after their receipt of the grievance.

Step 4:

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration in accordance with Article 14.

Unless otherwise mutually agreed to in writing, the Union shall comply with the time limits set out in Article 13.04 respecting any such grievance or the grievance will be deemed to have been abandoned.

13.04 Union/Employer Grievance

A Union/Employer grievance is defined as one which alleges a misinterpretation, or violation of a provision of this Agreement. This shall not preclude a Union grievance being filed separately and consolidated.

- a) The Union may file a written grievance signed by the President or designate, that the Employer is in violation of the Collective Agreement with respect to a question of general application or interpretation affecting the Union. The Union may require a meeting with the Executive Director within fifteen (15) days from the date of filing the grievance with the Executive Director. Such grievance must be filed within fifteen (15) days after the occurrence of the circumstance giving rise to the alleged grievance or within fifteen (15) days after the date the Union should have known of the occurrence of the circumstance giving rise to the alleged grievance.

The Executive Director will, within fifteen (15) days after the meeting, give a written reply to the grievance to the Union. If the written reply has not settled the grievance to the satisfaction of the Union, the Union may, within fifteen (15) days after the receipt of the reply, refer the grievance to arbitration in accordance with Article 14 of this Agreement.

- b) The Employer may file a written grievance that the Union (including its officers, committee members and members) is in violation of the Collective Agreement and may require a meeting with the Union within fifteen (15) days from the date of filing the grievance with the Union. Such grievance must be filed within

fifteen (15) days after the occurrence of the circumstance giving rise to the alleged grievance or within fifteen (15) days after the date the Employer should have known of the occurrence of the circumstance giving rise to the alleged grievance.

The Union will, within fifteen (15) days after the meeting, give a written reply to the grievance to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer, the Employer may refer the grievance to arbitration in accordance with Article 14 of this Agreement.

Unless otherwise agreed to in writing, the Employer and the Union shall comply with the time limits set out in the Article respecting any such grievance or the grievance will be deemed to have been abandoned.

13.05 Time Limits

Time limits shall be computed by excluding Saturdays, Sundays, and Statutory Holidays. Any agreement as to the extension of the time limits referred to in this agreement will be valid only if signed or an email agreement is obtained by the Executive Director or designate and the Union Representative.

13.06 Replies to Grievances

Replies to grievances shall be in writing or may include email with a hard copy to follow at all steps of the grievance procedure and shall be dated and signed.

13.07 Letters of Understanding

Any Letters of Understanding/mutually agreed upon changes in writing to this Collective Agreement which are concluded during the life of the Collective Agreement shall be codified as Letters of Understanding and shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 14 – ARBITRATION

14.01 Composition of Board of Arbitration

The grievance procedure must be exhausted in its entirety before a grievance can be referred to arbitration. When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee to a Board of Arbitration. Such request shall be mailed within fifteen (15) days following receipt of the answer in the last step of the Grievance Procedure. Within fifteen (15) days after the receipt of the letter referring the matter to arbitration, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two nominees shall select

an impartial chairperson.

14.02 Failure to Appoint

If the party receiving the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within fifteen (15) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

14.03 Board Procedure

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

14.04 Decision of the Board

The decision of the majority shall be the decision of the Board. The written decision of the Board of Arbitration shall be final and binding. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

Subject to the provisions of Article 15.01, if a discharge grievance goes to arbitration, the Board of Arbitration may:

- a) Confirm the dismissal of the employee; or
- b) Reinstatement the employee with the full compensation and seniority for time lost; or
- c) Substitute such other penalty for the discharge as the Arbitration Board deems just and reasonable in all the circumstances.

14.05 Expenses of the Board

Each party shall pay:

- The fees and expenses of the nominee it appoints;
- One-half of the fees and expenses of the chairperson.

14.06 Witnesses

At any stage of the Grievance Procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Kenora-Rainy River Districts Child and Family Services to view any working conditions which may be relevant to the settlement of the grievance. The payment of any witnesses shall be the responsibility of the Union or the Employer, dependent upon who wishes to have such individual appear.

14.07 Sole Arbitrator

The Employer and the Union may agree upon a single arbitrator instead of a three (3) member Board of Arbitration. In such event, the referral to arbitration under Article 14.01 herein shall indicate the name of the proposed sole arbitrator instead of the party's nominee.

The cost of the Sole Arbitrator will be shared between the Union and the Employer.

14.08 Amending of Time Limits

The time limits fixed in the arbitration procedure may be extended by the written consent of the Executive Director or his/her designate and the Union Representative.

ARTICLE 15 - DISCHARGE GRIEVANCES

15.01 Sufficient Cause for Discipline/Discharge

The following specified causes will be conclusively deemed just cause for discipline, up to and including discharge subject to an employee's right to file a grievance, but these shall be considered a specific penalty under the Labour Relations Act of an employee, but will not deprive an employee of the Grievance and Arbitration Procedure:

- Theft from a client or from the Employer;
- Knowingly making false entries and records;
- Sexual and/or physical maltreatment or any other maltreatment of a child and/or client of the Employer;
- Communicating confidential information with respect to a client acquired in the course of his/her duties.

15.02 Grievance for Discharge Following Probationary Period

If an employee who has completed their probationary period believes they have been wrongfully discharged, they may file a written grievance with the Executive Director, within fifteen (15) working days after they have been given notice of discharge. Steps 1 and 2 of the Grievance Procedure shall be omitted in that case.

15.03 Disciplinary Action

Where a Supervisor plans a disciplinary meeting, or investigation meeting, the Supervisor shall so notify the employee, in advance, of the purpose of this meeting. The employee

may contact their Steward to be present at the meeting.

At no time shall any disciplinary action be taken during a supervision meeting or performance appraisal between the supervisor and the employee. In the event that a concern should arise that may lead to disciplinary action, the supervisory meeting shall be terminated, the employee shall be notified of their right to notify a Union Steward in anticipation of potential disciplinary action.

15.04 Written Warnings

A written warning shall include particulars of the work performance or conduct alleged to be unsatisfactory. If the employee replies to the warning in writing, the reply shall become part of his/her record.

Whenever the Employer delivers a written reprimand to an employee, the Employer shall, with the consent of the employee involved, send a copy of the written warning to the Recording Secretary of the Union within five (5) days.

Any written warnings shall be removed from the employee's file after 12 months providing there has been no subsequent discipline of a similar nature within the 12 month period.

15.05 Settlement by Parties

A discharge grievance may be settled by the parties by confirming the Employer's action in dismissing the employee or by reinstating the employee with full compensation and seniority for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 16 – SENIORITY

16.01 Definition of Seniority

- a) Seniority as referred to in this Agreement shall mean length of continuous employment in the employ of the Employer or its predecessors. Seniority shall operate on a bargaining unit wide basis. Continuous service will be pro-rated for employees who have worked less than full time hours in the employ of the Employer.

Regular part-time employees will accrue seniority based on hours worked.

Casual employees as defined in article 2.03 shall accumulate seniority based on hours worked.

If the short term employee becomes a full time regular employee, seniority will become

effective from the date of last hire.

If a casual employee becomes a regular full time employee, the seniority will become effective as of the date of full time hire.

Seniority shall terminate as outlined in Article 16.06.

- b) Separate seniority lists shall be calculated for regular full time and casual employees. Regular part time employees shall have their seniority accrual prorated and shall be incorporated into the regular full time seniority list. The parties hereto agree to the seniority list effective the date of ratification of the agreement and updated semi-annually for all employees.

16.02 Accrual of Hours

Seniority shall accrue on the basis of one (1) year equalling:

- Facilities/Maintenance Lead: 2080 hours
- Residential Worker: 2080 hours
- Child Care Worker: 1976 hours
- All other regular full time employees: 1755 hours
- Regular part time and casual: seniority shall be prorated according to the hours actually worked

16.03 Employees Commencing Work on the Same Day

Where two or more employees commenced work on the same day, the greater seniority shall be given to the employee with the earliest date of application for employment.

16.04 Objections to Seniority as Posted

Seniority as calculated and posted shall be deemed to be final and not subject to objection unless objection is made within 30 days of posting of the seniority list in which the item first appeared.

16.05 Posting of Seniority Lists

Regular full time seniority lists shall be posted on March 31st and September 30th of each year. Casual seniority lists shall be posted on March 31st and September 30th of each year. All calculations shall be based on the end of the month prior to posting.

16.06 Loss of Seniority Rights

An employee's seniority rights shall be lost and employment deemed to be terminated

when:

- a) An employee quits or is discharged (and the discharge is not reversed through the Grievance/Arbitration Procedure);
- b) An employee fails to report to work at the termination of a leave of absence or within one week of being recalled to work and fails in either case to provide a satisfactory reason for such failure to report;
- c) An employee utilizes a leave of absence for purposes other than that for which the leave of absence was granted;
- d) An employee is absent from work for more than 18 months, or his/her length of service, whichever is less, because of lay off.
- e) An employee fails to report for scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason;
- f) An employee has not worked for more than twenty-four (24) months because of illness or physical or mental disability and Article 6 has been complied with.

16.07 Probation for Newly-Hired Employees

Newly hired regular full time employees shall be on probation according to the following:

The probationary period for the Child Welfare Worker shall be nine (9) months worked, with an interim verbal evaluation at one (1) month worked, and written evaluations at three (3) months worked and six (6) months worked respectively and prior to the end of the nine (9) month probationary period.

The probationary period for all other employees will be six (6) months worked with evaluations at three (3) months worked and prior to the end of the six (6) months probationary period.

The probationary period for part time and casual staff shall be eight hundred and seventy seven (877) hours worked with an evaluation prior to the end of the eight hundred and seventy seven (877) hours worked. Eight hundred and seventy seven (877) hours worked is equivalent to six (6) months' probation for a full time employee working 67.5 hours in a bi-weekly period.

16.08 Extension of Probationary period

A probationary period for an employee may only be extended by the agreement of the employee, the Employer and the Union, in writing, to a maximum of an additional (3) three months worked. After completion of the probationary period, seniority shall be effective from the last date of hire.

A probationary employee shall not have access to the grievance and arbitration procedure with regard to his/her termination.

16.09 Promotion or Transfer to Position Outside of the Bargaining Unit

As of the date of ratification of this agreement, no employee shall be transferred/promoted to a position outside the bargaining unit without his/her written consent. If an employee is transferred/promoted to a position outside the bargaining unit, he shall retain his/her seniority and such employee shall have the right to return to a position in the bargaining unit within the first six (6) months of moving outside the bargaining unit.

Such return shall not result in the lay off or bumping of an employee with greater seniority. Employees returning to the bargaining unit shall return to a position that is consistent or similar with their previous position within the bargaining unit.

Those employees wishing to return to the bargaining unit after the first 6 (six) months shall be treated as a new employee for the purposes of seniority. However, their length of continuous service shall be recognized by the Employer for wage increases, benefits and vacation/sick leave entitlements.

ARTICLE 17 - PROMOTIONS AND STAFF CHANGES

17.01 Job Postings

Where a permanent vacancy occurs in a classification within the bargaining unit which the Employer decides to fill, or a new position within the bargaining unit is established by the Employer, such vacancy shall be posted by the Employer for a period of five (5) calendar days excluding Saturday, Sunday and holidays. All members will have equal opportunity to apply for all positions posted.

This Article shall not apply to Articles 17.08 .

17.02 Information on Internal Postings

The notice shall contain the position title, the initial assignment, the minimum qualifications required, a description of the duties of the position, the salary rate or range, the hours of work, home office location and whether the position is temporary or permanent.

17.03 Consideration of External Applicants

No outside applicants for any vacancy within the bargaining unit shall be interviewed

until the applications of present Union members have been considered and internal applicants have been notified.

17.04 Promotions, Transfers, and Staff Changes

The Employer and the Union agree that in cases of promotions, transfers, non-disciplinary demotions of employees within the bargaining unit, the Employer will consider skill, ability, qualifications, knowledge and experience of the employee affected. When such factors are deemed to be relatively equal, seniority shall be the governing factor.

Where the qualifications for all intents and purposes are relatively equal (7 point variance in the final score) between two or more employees, seniority shall govern. In making its decision, the Employer will not act in an arbitrary manner.

Where staff changes are necessary due to operational requirements within a work unit and location, staff will be offered any assignments according to Seniority. Where no employee has accepted a specific assignment, that assignment shall be assigned by reverse seniority.

An employee applying for a vacancy may request and shall receive verbally, reasons why they did not get the job. Any such request shall be made within three (3) working days of the filling of the vacancy, or where the employee shall have reasonably become aware of the filling of the vacancy and the answer shall be given within three (3) working days of making the request.

The successful applicant for promotion or transfer within the bargaining unit may be employed in the position for a period of six months based upon satisfactory service. Following which, the employee shall be declared permanent.

In the event the successful applicant proves unsatisfactory or the applicant is not satisfied in the position during this period, he shall be returned to a similar position at his/her former wage/salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to a similar position at his/her former wage or salary rate, without loss of seniority.

17.05 Notification to Employee

The successful applicant and all unsuccessful internal applicants will be notified.

17.06 Notification to Union

At the end of each month, the Agency will notify the union via email of all promotions, demotions, transfers, hiring, layoffs, recalls, promotions to permanent employment, resignations, retirements, deaths, or other terminations of employment of bargaining unit

employees. All applicable job posting numbers and successful applicant names will be provided.

17.07 Notification of Suspension or Discharge

When an employee is discharged or suspended, the employee and the Union shall be advised in writing immediately.

17.08 a) Temporary Vacancies Need Not Be Posted

Temporary vacancies within the bargaining unit which will not or are not expected to exceed ninety (90) calendar days need not be posted. Such vacancies may be filled at the discretion of the Employer. Temporary vacancies which exceed ninety (90) days shall be posted. The time period may be extended by mutual agreement between the Union and the Employer.

b) Vacancies During Recruitment Period

Vacancies which arise in the bargaining unit and which are to be filled by a regular full-time employee may be filled while the posting and recruitment process is carried out on a temporary basis for a maximum period of sixty (60) calendar days by other than a regular full time employee and there shall be no requirement to post such vacancies for this period of time.

No grievance may be filed concerning the filling of such temporary arrangements.

17.09 Change of Position and Wage Schedule

Any employee who changes their position, as a result of a posting, shall be placed in the rate of the higher rated classification based upon annual salary so that they shall receive an increase of no less than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted.)

17.10 Notification of Change

The Employer shall provide through supervisory personnel all up to date information that the Employer deems is necessary to allow employees to perform their duties. The supervisor in the Employer's district offices and main offices shall be responsible for informing employees of such changes.

ARTICLE 18 – AGREEMENT TO CONSULT

18.01 Agreement to Consult

The Employer will not voluntarily enter into any amalgamation agreement which will adversely affect full time employees.

In the event that a potential consolidation, merger, amalgamation, integration and/or reconfiguration is to be implemented, the Employer will notify the Union and the affected employees as soon as such activities are known by the Employer. Upon such notification the parties agree to meet and discuss the potential impact on the employees within the bargaining unit to ensure to the extent possible that any loss of full time employment is actualized by other means than the loss of full time positions (i.e., attrition, retirements, reassignments, etc.). Any and all alternative solutions identified by the Union will be given full consideration.

18.02 Notice and Disclosure

The Employer shall give the union reasonable notice in writing in the event the Employer and/or Ministry is contemplating or planning reductions and/or closure of programs, services, or supports; layoffs; restructuring, or any other initiative that would impact the work of the bargaining unit and/or job security of bargaining unit members.

The Employer shall meet with the union within thirty (30) working days of the written notice at which time the Employer shall fully disclose to the union any and all plans for reductions 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 and the union will continue to meet on an ongoing regular basis to minimize impact on service.

ARTICLE 19 – LAY-OFF AND RECALL

19.01 Layoff

i) Definition of Lay Off

Lay off shall include a reduction in the normal daily or weekly hours of work of one or more employees.

ii) Lay Off Procedure

In the event of lay off, employees shall be laid off from their work location in the reverse order of their seniority within their job classification.

iii) Employees Subject to Lay Off

An employee who is subject to lay off shall have the right to either:

- a) Accept the layoff (in which case the employee may also be placed on the casual list); or
- b) Displace another employee who has lesser bargaining unit seniority, within the same job classification and within the same location;
- c) Displace another employee who has lesser bargaining unit seniority, within the same or lower rated job classification provided the employee has the skills and abilities to perform the work of the lower rated classification, within the same location or outside of their location.
- d) Resign and waive the right to recall and receive any applicable termination and severance pay.

While all employment classifications are outlined as per the salary schedule which forms part of this collective agreement; for the purposes of this Article, all child welfare and community/clinical services classifications will be considered the same for the purpose of layoff

iv) Laid off Employees

An employee declared laid off must exercise their bumping rights above within ten (10) working days following the notification of lay off and shall give written notice of their decision. Employees failing to do so will be deemed to have accepted the layoff. In the event the employee takes the lay off and does not wish to go on the casual list, then the Record of Employment will be forwarded following the employee's last pay.

19.02 Notice of Lay Off

a) **Notice of Lay Off to the Union**

In the event of a proposed layoff or a reduction of hours of a permanent or long term nature, or the elimination of a position within the bargaining unit, the Employer shall provide the Union with no less than fifteen (15) working days written notice of the proposed layoff or elimination of a position.

b) **Notice of Lay Off to the Employee**

The Employer agrees to give notice of lay off to employees in accordance with the following schedule:

Up to two years' service	2 weeks' notice
Two years or more but less than five years' service	4 weeks' notice
Five years or more but less than ten years' service	6 weeks' notice

Ten years' or more service

10 weeks' notice

19.03 Recall Procedure

- a) Employees shall only be recalled and notified by mail to the last known address of the employee on record in the order of seniority to a position within the bargaining unit and within their job classification as they become available, provided the employee subject to recall has the abilities and qualifications to perform the duties in accordance with Clause 17.04.
- b) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within fourteen (14) days from the date notification was sent to the employee by mail and to return to work within twenty-one (21) days from the date notification was sent to the employee or such other later time as mutually agreed or determined by the Employer. It is understood that the notification by mail shall be deemed to have been received within five (5) days from the date it was sent.
- c) Where the employee fails to notify the Employer of their intention to return to work in accordance with (b) or refuses the job, they shall lose all seniority and be deemed to have quit the employ of the Agency.
- d) This clause will not apply to employees laid off for a period of eighteen (18) months.

19.04 Severance Pay

Regular full time employees who are laid off and who have two (2) or more years of service but less than six (6) years of service shall receive one (1) weeks' pay for every one (1) full year of service, provided that the layoff results in permanent cessation of employment.

Regular full time employees who are laid off and who have six (6) or more years of service shall receive two (2) weeks' pay for every full year of service, provided that the layoff results in permanent cessation of employment.

An employee who is subject to permanent layoff shall have the right to be placed on a recall list for eighteen (18) months from the date the actual layoff begins.

19.05 No New Employees

No new employees will be hired within a job classification until those laid off have been recalled within their job classification.

19.06 Redeployment Committee

The Employer will constitute a standing redeployment committee which will be convened

to consider any and all layoffs within the bargaining unit that are being contemplated by the Employer.

Within ten (10) working days of being aware of the layoffs, the Redeployment Committee shall convene to consider the following:

- i. Identify and propose alternatives to the proposed layoff(s) or elimination of position(s).
- ii. Identify vacant positions, or positions which may become vacant, within a twelve (12) month period which are either:
 - a) Within the bargaining unit;
 - b) Not covered by the Collective Agreement.
- iii. Identify retraining needs of workers.
- iv. The parties shall make every effort to find alternatives to layoffs.
- v. The parties will explore voluntary early retirement and severance packages.
- vi. Time spent attending such meetings shall be considered work time for which the Union representatives shall be paid at the employee's regular rate.
- vii. The Redeployment Committee shall be comprised of two (2) representatives from the Employer and two (2) representatives from the Union.
- viii. The role of the chair shall alternate between the Parties. The Chair of the committee shall maintain and distribute minutes.

ARTICLE 20- HOURS OF WORK AND "ON CALL" DUTY

20.01 Normal Hours of Operation

The normal starting and finishing times for regular full time employees (other than Residential Workers and Child Care Workers working in Employer Operated Shift-Model Homes, Youth Support Workers and Facilities/Maintenance Lead) shall be from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive.

20.02 Standard Work Day and Week

The standard work day for all regular full time employees (other than Residential Workers and Child Care Workers working in Employer Operated Shift-Model Homes and Facilities/Maintenance Lead) shall be six and three quarters (6.75) hours (exclusive of a one and one-quarter (1.25) hour lunch period.)

The standard work week for all regular full time employees (other than Residential Workers and Child Care Workers working in Employer Operated Shift-Model Homes and Facilities/Maintenance Lead) shall be thirty-three and three-quarter (33.75) hours (exclusive of lunch periods) Monday to Friday inclusive.

20.03 Daily and Weekly Hours May Change

Paragraphs 20.01 and 20.02 are intended to define the normal starting and finishing times, standard work day (6.75 hours) and standard work week (33.75 hours) but shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

20.04 Deviation of Starting and Finishing Times

It is understood that in individual cases, starting and finishing times which deviate from the starting and finishing times in Article 20.01 shall be determined by mutual agreement between the Employer and the employee(s), failing which the Employer will designate the starting and finishing times.

Notwithstanding any other article, should there be a requirement by management to change any of these schedules/hours of work; this will be discussed in advance with the employees and the union.

20.05 Hours of Work

a) Staff Hours of Work

Child Care Staff - The standard work day and work week for Child Care Staff working in Employer-operated shift model homes shall be eight (8) hours per day and thirty-eight (38) hours per week averaged over the rotating work schedule. Facilities/Maintenance Lead – The standard work day shall be eight (8) hours daily. Forty (40) hours a week, Monday to Friday inclusive and exclusive of one half hour (1/2) lunch period.

b) Compressed Work Schedule

The hours of work for the positions of Child Care Worker I and Child Care Worker II shall entail a compressed work week comprised of six, twelve hour shifts over seventy –six hours within a two week period including four hours of team meetings over a two week period with alternate weekends off. A weekend will consist of a Friday and Saturday or Saturday and Sunday combination.

Hours worked in excess of eighty-eight (88) hours in a two-week period shall be compensated at a rate of one and one half times the employee's regular straight time hourly rate.

The compressed work week agreement shall be discontinued upon two months written notice by either party.

Notwithstanding Article 20.05 – Hours of Work (Child Care Staff) and Article 21 – Overtime, the parties hereby agree that the evening shift for the Child Care Workers shall receive twelve (12) hours pay when Standard Time moves into Daylight Savings time (spring). The same shall apply for daylight savings time moving to standard time (fall). No overtime shall be applicable for this situation (time change).

20.06 Rest Periods

An employee shall be permitted a rest period of fifteen (15) minutes in both the first half and the second half of a work day.

20.07 Cancellation of Shifts

When a casual employee is notified within 6 hours of the commencement of a shift that the shift is cancelled, they shall be paid three (3) hours as compensation for their cancelled shift.

20.08 Emergency Worker and “On Call” Roster

a) Definition

An Emergency Worker is an employee who is “on-call”; that is, they are required outside of their normal office hours, to make themselves available for emergency duty. The normal tour of “on call” duty shall be from 4:30 p.m., Friday evening of one (1) week until 8:30 a.m., the following Friday including Saturdays, Sundays and Statutory Holidays occurring during their tour of duty. This will exclude workday lunch hours.

b) On Call Roster

All full time child welfare staff are required to be available, if needed, to provide emergency after hours service in the form of night and weekend duty on a rotational basis. In developing the on-call roster, employees that require new hires training for their position will be given the first opportunity to fill the on-call roster. If vacancies exist on the on-call roster, other staff that have completed the Child Welfare Professional Training Series may be included in the rotation. Staff currently employed by the Employer will be given the opportunity to complete Child Welfare Professional Training Series and once authorized, may be included in the roster. The Employer provides a cell phone where available, for the use of employees performing “on call” duty. The “on call” emergency worker roster will be prepared by the supervisor designate.

Where a vacancy occurs on the call roster, the vacancy(s) will be offered by seniority, if not accepted, it will be assigned by reverse seniority by office on a rotational basis. It is understood that reverse seniority will be defined as least senior employee to most senior.

20.09 Compensation for "On Call" Emergency Worker

Effective the date of ratification by the parties, "on call" duty for all Emergency Workers shall be compensated by a weekly lump sum payment of eight hundred and fifty (\$850.00) dollars. All workers will be compensated at the current mileage rate to be calculated from the place of residence to the client and return.

20.10 On Call Duties Constituting Compensation

The sum paid to an Emergency Worker for on call duty constitutes full compensation for:

- a) The emergency duty;
- b) For any time worked while on such duty;
- c) For any overtime which might otherwise be claimed for emergency overtime and regular hours taken together.

The Emergency After hours Service is for emergencies that occur outside of regular work hours only. The Emergency After Hours Worker is NOT to be utilized to follow up on work that has begun during regular work hours (i.e. follow up to investigations already open, safety visits on open files etc.)

In the case of a paid holiday falling within the period in which an Emergency Duty Worker is on call, he shall receive another day off in lieu of the paid holiday. Such day shall be mutually agreed upon between the employee and the supervisor.

ARTICLE 21- OVERTIME

21.01 Overtime

An employee (other than Child Care Staff, working in Employer Operated Shift Model Homes and other than "On Call" emergency workers and the Facilities/Maintenance Lead) required by his/her supervisor to work in excess of six and three-quarter ($6 \frac{3}{4}$) hours in a day (exclusive of the lunch period) or thirty-three and three-quarter ($33 \frac{3}{4}$) hours per week (exclusive of the lunch period) shall be compensated by time off on the basis of one times the overtime worked up to thirty-five (35) hours per week. Hours worked in excess of thirty-five (35) hours, or forty (40) hours in the case of the Facilities/Maintenance Lead per week shall be compensated at a rate of 1.5 times the employee's regular straight time hourly rate.

For all overtime hours worked, the employee may choose to receive payment or compensating time off. The time off may be accumulated to the maximum of thirty-three and three quarters (33 ¾) hours and must be taken at a mutually agreed upon time.

Child Care Staff working in Employer-operated Shift Model Homes shall be considered to work an eight (8) hour shift. Staff who are required by their supervisor to work in excess of their regular posted schedule for the week shall be compensated on the basis of one times the overtime worked for the first additional four (4) hours and one and one half times the overtime worked for any hours beyond the first additional four (4) hours. Hours worked in excess of forty-eight (48) hours shall be compensated by time off at a rate of one and on-half the employee's regular straight time hourly rate. Staff may choose payment in lieu of compensating time off. Such time off shall be scheduled at a time which is mutually agreeable between the employee and Employer.

For all employees covered by this Collective Agreement, it will be deemed that no overtime has been worked unless the immediate supervisor or her designate has directed such overtime. All accumulated overtime must be taken within a period of sixty (60) days from the time when the first hour of overtime was accumulated.

All overtime must be approved in advance by the supervisor except for an emergency situation. In an emergency situation, the employee must report the matter in writing to the supervisor the first working day after the emergency has occurred. All work performed by an Emergency Worker as defined in Clause 20.08 shall not be considered in the calculation of overtime.

The Union and the employees hereby agree that all employees including those working in Employer-operated Shift Model Homes consent to working greater than eight (8) hours per day or forty-eight (48) hours per week notwithstanding any sections of the Employment Standards Act of Ontario or as it may be amended.

An employee required to report back to work outside her regular working hours shall be paid at overtime rates for all hours worked with a minimum of three hours at overtime rates.

Eligible employees who choose to opt into a compressed work plan shall work extended daily hours at straight time for the purpose of earning and banking sufficient credits to allow one paid day off in every 10 working days.

21.02 Overnight Pay

Employees responsible for traveling with a child or client wherein the trip extends overnight, the employee shall, with the prior approval of the Director of Service, be paid their regular wage for up to 16 hours. With Director's prior approval and based upon the needs of the child or client, the employee may be paid their regular wages for sleep time.

21.03 Retainer Rate

The retainer rate for employees, if required, shall be:

Forty five (\$45) dollars per week day from Monday to Friday, starting at 4:30 p.m. to 8:30 a.m. the following day;

Seventy five (\$75) dollars per weekend day Saturday and Sunday, starting at 8:30 a.m. Saturday to 8:30 a.m. Sunday and Sunday at 8:30 a.m. to Monday at 8:30 a.m.

ARTICLE 22 - PAID HOLIDAYS

22.01 Statutory and Recognized Holidays

The following shall be recognized holidays with pay for all regular full time, regular part time and short term employees.

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

Four (4) annual float days: To be eligible, the employee must be employed by the Agency as of January 1st of the calendar year. Float days will be added to each employee's vacation bank on January 1st of each year

In the event that the Federal or Provincial Government proclaims any of the above paid holidays as a Statutory Holiday, that holiday shall be observed on the date proclaimed by the Federal or Provincial Government and the holiday will be deleted and replaced by the day so proclaimed. In addition to the present paid holidays any other day that is proclaimed by the Federal or Provincial Government shall be granted.

Casual employees shall be paid time and one half for working on all recognized and statutory holidays.

22.02 Qualifying for Recognized and Statutory Holiday

In order to qualify for each holiday, an employee must have worked the full scheduled day immediately preceding or the full scheduled day immediately following the statutory and recognized holiday unless absent due to the taking of accumulated overtime as authorized by the Employer, being on vacation, or due to legitimate illness confirmed by a medical certificate acceptable to the Employer which illness commenced within fifteen (15) days of the date of the statutory and recognized holiday.

Regular part time employees shall receive payment for working statutory and recognized

holidays, as per The Employment Standards Act, 2000. Regular part time Child Care Workers and Residential Workers who work on a statutory and recognized holiday will be paid at a rate equivalent to one and one half (1 ½) times the usual hourly rate.

22.03 Compensation for Recognized and Statutory Holidays

a) Holidays Occurring on a Saturday

For all employees other than regular full-time Residential Workers and Child Care Workers working in Employer Operated Shift Model Homes, when any of the said holidays set out in Article 22.01 occurs on a Saturday and the said paid holiday is not designated by the Employer as being observed on some other day, the Monday immediately following such Saturday shall be deemed to be the holiday for the purposes of this Agreement.

b) Holidays Occurring on a Sunday

For all employees other than regular full-time Residential Workers and Child Care Workers working in Employer Operated Shift Model Homes, when any of the paid holidays set out in Article 22.01 occurs on a Sunday and the said paid holiday is not designated by the Employer as being observed on some other day the Monday immediately following such Sunday (or the Tuesday immediately following such Sunday where Article 22.03 (a) already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

c) Statutory and Recognized Holidays Days Carry Over

Employees are permitted to accrue recognized and statutory holiday days to a total of forty-eight (48) hours after which each hour accumulated over forty-eight (48) hours must be taken off at a mutually agreed upon time or be paid out.

d) Holidays Falling on Scheduled Day Off

When any of the holidays referred to in Clause 22.01 falls on a regular full time employee's scheduled day off, such regular full time employee shall be granted a day off with pay in lieu at a mutually agreed upon time.

e) Work on a Paid Recognized and Statutory Holiday

All full time employees required by the Employer who work on any of the recognized and statutory holidays listed in Article 22.01 above shall be paid time and one half their regular straight time hourly rate for time worked on the statutory and recognized holiday and in addition, shall be granted another day in lieu which may be accumulated and taken by such employee at a mutually agreeable time.

22.04 Absence on Recognized and Statutory Holiday When Scheduled to Work

An employee who is absent on a recognized and statutory holiday after being posted to work on that statutory and recognized holiday forfeits all pay for the day unless the employee presents to the Employer proof of illness or non-occupational accident rendering him unable to perform his/her regular duties, in which case his/her absence from work will be treated as the paid recognized and statutory holiday.

22.05 Sick Pay on Paid Recognized and Statutory Holiday

Employees shall not be entitled to receive both sick pay and pay for a paid Recognized and Statutory holiday and employees shall not be entitled to receive both Workers' Compensation pay and pay for a paid Recognized and Statutory holiday.

ARTICLE 23 - VACATION

23.01 Length of Vacations

A regular full time employee shall receive an annual vacation with pay in accordance with years of continuous service as follows:

<u>Service</u>	<u>Vacation Entitlement</u> All Staff except for Residential Workers and Child Care Workers	<u>Vacation Entitlement</u> Residential Workers and Child Care Workers
After one full year of continuous service and up to four (4) full years of continuous service.	20 days 4 weeks collected at 1.67 working days per month for each month of completed service in the calendar year	160 hours calculated at 13.34 hours per month for each month of completed service in the calendar year
After 4 full years of continuous service (on the employees 5 th year anniversary date)	23 days collected at 1.92 working days per month for each month of completed service in the calendar year	184 hours calculated at 15.33 hours per month for each month of completed service in the calendar year
After 9 full years of continuous service (on the employees 10 th year anniversary date)	25 days collected at 2.08 working days per month for each month of completed service in the calendar year	200 hours calculated at 16.67 hours per month for each month completed in the calendar year
After 15 full years of continuous service (on the employees 16 th year anniversary date)	27 days collected at 2.25 working days per month for each month of completed service in the calendar year	216 hours calculated at 18 hours per month for each month completed in the calendar year

After 20 full years of continuous service (on the employees 21 st year anniversary date)	30 days collected at 2.5 working days per month for each month of completed service in the calendar year	240 hours calculated at 20 hours per month for each month completed in the calendar year
After 25 full years of continuous service (on the employees 26 th year anniversary date)	35 days collected at 2.92 working days per month for each month of completed service in the calendar year	280 hours calculated at 23.33 hours per month for each month completed in the calendar year

Former regular full time OPSEU members hired as of the date of ratification will be grandfathered with the following entitlement:

<u>Service</u>	<u>Vacation Entitlement</u>
	All Staff
0 – 4 years of continuous service.	22.22 days (150 hours) accumulated at 1.85 working days for each month of completed continuous service from the date of hire.
5 – 9 years of continuous service.	25.56 days (172.50 hours) accumulated at 2.13 working days for each month of completed continuous service from the date of hire.
10 - 14 years of continuous service.	27.78 days (187.50 hours) accumulated at 2.32 working days for each month of completed continuous service from the date of hire.
15 – 19 years of continuous service.	30 days (202.50 hours) accumulated at 2.50 working days for each month of completed continuous service from the date of hire.
20 – 25 years of continuous service.	32.22 days (217.50 hours) accumulated at 2.68 working days for each month of completed continuous service from the date of hire.
26 – 30 years of continuous service.	34.44 days (232.50 hours) accumulated at 2.87 working days for each month of completed continuous service from the date of hire.

Vacation entitlement will apply at the date of ratification and not retroactively.

Regular part time employees receive paid vacation time off prorated to their regular scheduled hours.

Casual employees with less than 5,265 hours (equivalent of 3 years of full-time service) worked will receive four percent (4%) of pay in lieu of all vacation payments. Casual employees who have worked 5,265 hours or more will receive 6% in lieu of all vacation payments.

23.02 Calculating Vacation Entitlement

For the purpose of calculating annual vacation entitlement, all employees will begin to earn vacation immediately commencing the first full month of employment. Employees may take vacation days immediately upon earning them with the exception of probationary employees as per Article 23.03.

23.03 Vacation During Probationary Period

A newly hired employee shall not be entitled to take vacation until she has successfully completed the probationary period. In exceptional circumstances, and with a Director of Services written approval, vacation may be given to an employee on probation, but such vacation will be added to extend the employee's probationary period.

23.04 Calculation of Vacation for Child Care Workers

For all regular full time Child Care staff working in Employer Operated Shift-Model Homes for the purposes of vacation entitlement, sick leave, compassionate leave and statutory holidays a day shall be calculated on the basis of eight (8) hours.

23.05 Bereavement Leave During a Scheduled Vacation

In the event of the death of an employee's family member, in accordance with article 26.06, while the employee is on a scheduled vacation, bereavement leave will be added to the scheduled vacation time, or unused vacation may be returned to the employee's vacation bank.

23.06 Vacation Pay upon End of Employment

An employee who leaves the employ of the Employer for any reason shall be entitled to receive any unpaid vacation pay which is accrued to him at the date of separation.

23.07 Overtime Vacation Rate

No employee shall be required to work during their scheduled vacation period. However,

should an employee work when requested by the Employer during their scheduled vacation, they shall be compensated by time off at one and one half (1 ½) the employee's regular straight time hourly rate of pay plus one vacation lieu day off for each day in which work was performed.

23.08 Vacation Schedules

Vacation requests contemplated to begin on or after June 1st of the current year and prior to May 31st of the following year shall be submitted in writing by employees prior to April 15th and failure of an employee to do so shall result in that employee not being allowed to utilize his/her seniority to claim a preferred vacation period. Each unit supervisor shall consider all vacation requests and shall post approved, completed vacation schedules for the Unit by May 15th of each year. Preference in scheduling of vacation periods within Units, each Group Home or Agency Operate Homes, shall be based on seniority in the event of a conflict over preferred vacation periods. All other times, vacation applications will be approved by the immediate supervisor on a first come first serve basis ensuring adequate coverage for service delivery, the Employer will respond within 14 days of the request.

In preparation for a scheduled vacation, an employee will discuss with the supervisor a mutually agreed upon length of protected time, to be obtained within the hours of a regular work week and not through the means of overtime, necessary for the worker to ensure that up to date summary recordings and current case notes are on file and appropriate arrangements have been made for completing related duties.

23.09 Summer Vacation Period

As the summer is considered the time of year when employees look forward to a span of time away from their place of employment, often with their families, and as the Employer and the union acknowledge the need to allow all employees the opportunity to request up to three weeks of continuous vacation (if available to them) while maintaining minimum coverage during this time. For the time period of July 1 to Labour Day, requests for vacation will be managed as follows:

- a) All employees other than regular full time residential workers and child care workers working in Employer operated shift model homes; no more than three (3) weeks' vacation may be initially approved, and the approvals must be structured in such a manner as to allow all staff within and across given work units the opportunity to request up to three (3) continuous weeks of vacation during this time.
- b) For all regular full time residential workers and child care workers working in Employer operated shift model homes; vacation requests will be limited to one hundred and twenty (120) hours plus any meeting hours regularly scheduled during the vacation period requested.
- c) The three (3) weeks or one hundred and twenty (120) hours can be taken in one block. An employee having more than three (3) weeks or one hundred and

twenty (120) hours vacation entitlement can request additional time off during July and August and will be considered once all other vacation requests have been approved for their unit and/or house.

23.10 Vacation/Compensatory Time

Vacation may/shall be combined with any other accrued compensatory time.

23.11 Vacation Period

The Union acknowledges that court scheduling of cases takes precedence over the vacation schedule of an employee, therefore, if a particular case is scheduled by the Court during the scheduled vacation of an employee, the employee shall be required to attend at court and schedule his/her vacation at another time. In such cases, the Employer will actively approach lawyers for rescheduling, if at all possible.

In cases where an employee has incurred expense for a scheduled vacation period and is required to change his/her vacation, the Employer shall reimburse the employee for such expenses for which receipts are provided to the Employer.

23.12 Vacation Carry-Over

Employees will be limited to carrying over one year of their annual vacation entitlement into the subsequent calendar year.

23.13 Staff Coverage While on Vacation

While individual work units are encouraged to organize their vacation schedules and coverage amongst themselves, it is recognized that the Employer will ultimately be responsible for ensuring staff coverage for all approved vacation.

23.14 Vacation Pay in Lieu

If a regular full time employee works or receives paid leave from the Employer for less than 1,525 hours in the vacation year, he will receive vacation pay based on a percentage of gross salary for work performed on the following basis:

Two (2) week entitlement	-	4%
Three (3) week entitlement	-	6%
Four (4) week entitlement	-	8%
Five (5) week entitlement	-	10%
Six (6) week entitlement	-	12%
Seven (7) week entitlement	-	14%

This clause is also to apply to an employee who is on Workers' Compensation and Workers' Compensation shall be considered paid leave.

ARTICLE 24 – SICK LEAVE

24.01 Definition of Sick Leave

Sick leave means the period of time when an employee excluding casuals is permitted to be absent from work with pay according to Article 24.06 the Sick Leave Credits, due to illness or accident rendering him unable to perform his/her regular duties as an employee and not compensable under the Workers' Compensation Act.

24.02 Notification of Illness

- a) An employee who is unable to report for work due to illness or disability shall notify the switchboard (who shall then notify the appropriate supervisor) within one hour of the time he was due to report for work. Failure to do so will result in an absence without pay unless there are mitigating circumstances which, in the opinion of the Employer, justify the failure to notify.
- b) Residential Workers and Child Care Workers will follow the above noted process during regular office hours. Outside regular office hours and on weekends, the Residential Workers and Child Care Workers will notify the on call supervisor and then the work station they were to report to so that the call in process can be implemented.
- c) Sick leave will be granted for specialist treatment not available in the local communities, under a doctor's referral. This time will be recorded as vacation/lieu time until the employee files with the Agency, written proof of referral or attendance to a Specialist. The Employer shall pay for the cost of written proof of referral. Once written proof is provided, the time counted as vacation/lieu time will be re-recorded as sick leave. This sick leave shall be granted for the day(s) of the appointment with the specialist only, plus .5 days for travel over 200 kilometres each way.

24.03 Validation with Medical Certificates

Any illness or disability of more than five (5) working days must be validated by a certificate from a doctor or nurse practitioner unless waived by the Employer.

24.04 Extended Sick Leave

In the event of an extended illness or injury or disability, the Employer agrees to provide the employee with an up to date description of the duties to be performed, for a functional ability assessment where applicable.

24.05 Entitlement to Sick Leave

An employee will not be entitled to sick leave:

- During a period of lay off or during a period of leave of absence without pay in excess of 30 days;
- During a vacation period unless the employee is a patient in a hospital or confined to bed or bed-rest under the orders of his/her physician or nurse practitioner confirmed in either case by medical documentation acceptable to the Employer.

24.06 Sick Leave Credits

Sick Leave will be granted on the following basis:

Length of Continuous Service	Sick Leave Credit
Less than three months continuous service	100% of income for 5 days
Three months but less than one year	100% of income for 10 days 66 2/3 for the next 65 days
One year but less than three years	100% of income for 20 days 66 2/3 for the next 55 days
Three years but less than five years	100% of income for 30 days 66 2/3 for the next 45 days
Five years but less than seven years	100 % of income for 40 days 66 2/3 for the next 35 days
Seven years but less than nine years	100% of income for 50 days 66 2/3 for the next 25 days
Nine years but less than ten years	100% of income for 60 days 66 2/3 for the next 15 days
Ten years and over	100% of income for 75 days

24.07 Restoration of Full Benefits and No Other Payment of Benefits

In the event that sick leave benefits are used up, full benefits shall be restored after an employee has returned to work full time for one (1) month in the event of a second unrelated disability or illness, or three (3) months for reoccurrence of the same disability or illness.

If any insurance plan provides for the payment of a portion or all of an employee's salary as sick leave benefits, the employee will not be entitled to the sick leave benefits as outlined in this Article.

24.08 Return to Work Certificate of Fitness

If there are concerns regarding any illness or disability, they must be validated by medical information from a duly qualified medical practitioner unless waived by the

Agency. This expense is to be incurred by the Agency.

After a prolonged illness or disability of one month's duration or more; medical information regarding the employee's fitness shall be required before an Employee is permitted to return to work unless waived by the Employer.

24.09 Accommodation Following Sick Leave

The Accommodation process is the:

1. Identification of a need for accommodation, which includes provision of relevant medical information or other expert opinion, where appropriate and as needed;
2. Assessment process, which includes examination of the position, employee's unique needs and requirements and all possible solutions;
3. Review of options for accommodation in the following manner and sequence:
 - a) The employee shall be returned to their same position, and location where possible, with or without modification or accommodation;
 - b) A comparable vacant position at same level and job class, with or without modification or accommodation;
 - c) A suitable available position at a different level and job classification with or without modification.
4. Development and implementation of an individual accommodation plan which includes the employee, their union representative and the Employer;
5. The Employer shall comply with the duty to accommodate without undue hardship as referred to in the Human Rights Code.

Following such an assessment the employee will provide information to the Employer indicating if they are fit to return to work, require accommodation to return to work or are unfit to return to work.

The parties agree that the Employer and a representative of the Union, and the employee will review accommodation issues as the need arises.

24.10 Confidentiality of Medical Information

All medical information shall be strictly confidential and shall not be released to any other person than the Executive Director or his/her designate the Human Resources Manager, Payroll/Personnel clerk and union representative involved in the accommodation plan.

24.11 Second Assessments

The Employer may require an employee who claims sick leave to request a second assessment by another medical doctor or nurse practitioner before sick leave is allowed. The cost of any medical exam and/or report shall be borne by the Employer. If such report is not received by the Employer or if the medical report does not substantiate that the employee cannot perform his/her duties, sick leave shall not be allowed.

ARTICLE 25 WORKPLACE SAFETY AND INSURANCE BOARD

25.01 WSIB Coverage

- a) The Employer agrees to arrange for coverage for all employees under the Workplace Safety and Insurance Act.
- b) An employee may access uninsured sick days, until such time as the employee's claim for benefits is approved by Workplace Safety and Insurance Board. It is agreed that any sick pay provided to the employee is considered to be an advance on his/her WSIB benefits and, 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.

25.02 Continuation of Rights and Benefits

An employee receiving payment for a compensable injury under Worker's Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement, while on Worker's Compensation; the Employer shall continue to pay the Employer's share of all premiums for employee benefit plans to a maximum of twenty-four (24) months.

25.03 Return to Work

An employee who, within 24 months, is no longer deemed to have a compensable injury shall be placed in her former or equivalent position with the Employer.

ARTICLE 26 LEAVE OF ABSENCE

26.01 Leave of Absence for Union Business

The Employer may provide unpaid leaves of absences without pay and without benefits to four (4) employees at one time selected or appointed by the Union to attend Union functions provided that the number of days in total in one year does not exceed fifty

(50) working days in aggregate, excluding those days spent in collective bargaining process and attending Union Conventions, specifically two (2) reps for the three (3) day divisional conference annually; and two (2) reps for the five (5) day national conference every other year.

The employee requesting leave of absence pursuant to this Article shall provide the Employer with reasonable notice by submitting written request for the leave of absence. The Employer will give a written reply to the request within five (5) working days of the employee's request to the immediate supervisor or his/her designate.

The Employer will pay the employee's regular earnings and shall invoice the CUPE Local for all compensation, including wages and benefits.

26.02 General Leave

- a) An employee shall be entitled to apply in writing for a leave of absence without pay and without loss of seniority. Permission for such leave of absence without pay shall be in the complete discretion of the Employer.
- b) If an employee's absence without pay from the Employer exceeds sixty (60) continuous calendar days, they will not accumulate service for purposes of vacation entitlement, sick leave benefit and salary increment for the period of the absence which exceeds sixty (60) continuous calendar days. In addition, the employee will become responsible for the full payment of subsidized employee benefits in which they are participating for the period of the absence which exceeds sixty (60) continuous calendar days.

26.03 Jury Duty and Court Witness Leave

An employee required to serve on a legally constituted jury or subpoenaed as a witness for work related matters, shall not lose regular pay, benefits or seniority because of such attendance, provided that the employee:

- a) Notifies the Employer immediately on the employee's notification that they will be required to attend at Court;
- b) Presents proof of service requiring the employee's attendance;
 - i. Repays any jury pay or other remuneration other than expenses paid to the employee for such services or attendance to the Employer;
 - ii. Resumes performance of their regular duties during any reasonable period when they are not required to be in attendance.

26.04 Self-Funded Deferred Salary Leave

All regular full time employees with a minimum of three (3) years' continuous, full

time service with the Agency shall be entitled to apply in writing for a self-funded leave of absence in accordance with the Plan included in the Human Resources Policies and Procedures Manual – Section 2.6.60 Self-Funded Leave of Absence Plan, dated May 1, 2012.

26.05 Educational Leave

- a) The Employer may, in its discretion, grant a leave of absence with or without pay and without loss of seniority where an employee requests a leave of absence to upgrade their professional qualifications.

The Employer may, at its discretion, post any training courses, conferences and workshops in which employees may be interested.

b) Educational Assistance

- i. Educational assistance up to 100% may be granted for courses which are approved in advance by the Executive Director and which are, in the opinion of the Executive Director, courses related to the employee's position. The fee will be paid upon the presentation of a valid course receipt and proof of successful completion of the course.
- ii. After two (2) years of continuous service with the Employer, employees may request a leave of absence to attend an educational institution on a full time basis. Any such leave must be approved in advance by the Executive Director.

The Executive Director may recommend that monetary grants be given to the employee applying for such leave up to a maximum of 66% of the monthly salary for the school term. The student must successfully complete the term before a further grant will be approved for the following term. Any individual wishing to apply for a monetary grant must sign a contract setting out the details of the conditions to prevail before any grant monies will be released.

26.06 Bereavement and Compassionate Leave

- a) An employee shall be granted up to five (5) working days leave, at the time of death and/or time of service, without loss of pay or benefits in the case of the death of a spouse, common-law spouse, child, parent, uncle, aunt, niece, nephew, grandparent, grandchild, legal guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law.

Where the funeral is more than five hundred (500) kilometres from the employee's work location, an employee may request additional time off without pay not exceeding two (2) working days.

A supervisor will be notified in the event of a death in the family.

- b) An employee shall receive Family Medical Leave and/or Personal Emergency Leave in accordance with the Employment Standards Act, 2000. While on leave, the employee shall retain his/her full employment status and rights and shall accumulate all benefits under this Collective Agreement.

26.07 Union Leave

When an employee is elected or appointed to a full time position with CUPE or with an organization to which CUPE is affiliated the employee shall, wherever possible, give two (2) weeks' notice of her intention to apply and the Employer shall, on receiving one further months' notice, grant leave of absence without pay or benefits, for a period of up to two (2) continuous years. At the end of the assignment that employee shall be reinstated to his/her former position if still available, at the then current salary.

Such leave shall be renewed each year, on request, during her term of office. Such employee may receive her pay and benefits as provided for in this agreement subject to total recovering of payroll and related costs by the Employer from the Union.

26.08 Maternity, Parental and Adoption Leave

Maternity and adoption leave shall be granted in accordance with the terms set out in The Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990, upon written request by the employee at least two (2) weeks prior to going on leave.

Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under the Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 2000, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earning. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute as proof that she is in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours plus any wage increase or salary increment that she would be entitled to receive if she were not on pregnancy leave.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

26.09 Personal Health

An employee shall make every possible effort to arrange personal health appointments during off duty hours. If an employee is unable to arrange such an appointment during off duty hours, the employee shall be given time off without loss of pay from his/her supervisor.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 Pay Days

The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

27.02 Temporary Transfer, Promotion or Reclassification to Higher Rated Classification

In the case of an employee who is transferred to a higher rated classification, they shall receive the rate of pay of the higher rated position for all hours worked in that position.

An employee who is transferred by the Employer to a higher rated classification within the bargaining unit, and an employee who is promoted or reclassified to a higher rated classification within the bargaining unit, will be placed in the rate of the higher rated classification based upon annual salary so that they shall receive no less than the equivalent of one step in the wage rate of their previous classification (provided that they do not exceed the wage rate of the classification to which they have been promoted). See clause 17.09.

27.03 Payment of Wages and Allowances

a) Transfer to Lower Rated Job

When an employee at his/her request and/or to avoid a lay-off, transfers to a lower rated classification, she shall receive the starting rate of the lower rated classification and will receive credit for increment purposes for the years worked in the previous classifications

b) Transfer to Lower Rated Job - Temporary Assignment

When an employee is temporarily assigned at the instance of the Employer to a position paying a lower rate, his/her rate shall not be reduced.

of legislation or government directives, the Employer shall work with the applicable Ministries and the Union to develop a plan to mitigate any negative impact for staff.

- a) There will be no requirement for any bargaining unit member to become a member of a College unless required by a Ministry directive, regulation or legislation.
- b) Absent of Ministry directive, regulation or legislation requirements; membership and/or non-membership in a College will not be a matter of discipline nor a consideration in hiring/firing or being a successful applicant for a position or promotion.
- c) Where legislation requires employees to become members of a College, the Employer shall pay the full costs of all registration and membership fees.

ARTICLE 29 – EMPLOYEE BENEFITS

29.01 Wellness and Employee Benefits

There shall be a three (3) month waiting period for all new employees.

The Employer will continue to contribute for regular full time, regular part time and short term employees as follows:

- a) To Manulife (or such other carrier chosen by the Employer providing equivalent coverage) an amount equal to 100% of the billed premium for life insurance coverage, long-term disability coverage and supplemental health care, including unlimited physiotherapy and a 100% drug plan, according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement;
- b) To Manulife (or such other carrier chosen by the Employer providing equivalent coverage) an amount equal to 100% of the premium for Accidental Death Benefits according to the terms and conditions and coverage existing on the date of signing of this Collective Agreement;
- c) To Manulife (or such other carrier chosen by the Employer providing equivalent coverage) an amount equal to 100% of the premium for dental insurance plan according to the terms and conditions and coverage of the current ODA fee schedule.
- d) To Manulife (or such other carrier chosen by the Employer providing equivalent coverage) for a Vision Care Plan, an amount up to three hundred (\$300.00) dollars coverage every twenty-four (24) months at 100% co-insurance non-deductible.

Employees shall receive a prescription drug card for the purpose of prescription services reimbursed at 100%.

An employee receiving payment for illness or accident under LTD shall be entitled to all benefits under this Collective Agreement. While on LTD, the Employer shall continue to

27.04 Moving Expenses

When an employee within the bargaining unit is transferred at the Employer's request to a different geographical location within the Kenora-Rainy River Districts Child and Family Services service area, the Employer shall be responsible for obtaining moving estimates, selecting the moving company and paying the moving expenses of the employee.

Moving expenses shall include only transportation costs (excluding packing services) for the personal and household effects of an individual as well as mileage costs to the new location, excluding recreational vehicles.

If an employee is reassigned due to a layoff and is offered a position that requires relocation, the Employer shall pay moving expenses.

ARTICLE 28 - JOB CLASSIFICATION AND RECLASSIFICATION

28.01 Rates of Pay for New Classification

When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classifications and notify the local Union of same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavor to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after being notified of the new classification and rate. Any change shall be retroactive to the date that notice of the new rate was given by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with rates for other classifications of the Employer in the bargaining unit having regard to the requirements of such classification.

28.02 No Elimination of Present Classification

The Employer agrees that there will be no elimination of classifications within the terms of the Agreement without prior consultation with the Union.

28.03 Changes to Educational Qualifications

Any changed educational qualifications adopted by the Agency with respect to a regular position(s), the incumbent employee shall be deemed to have equivalent educational qualification to the changed requirements for that position and for comparable position(s) with related job duties in the same grade. Should job qualifications be changed as a result

pay the Employer's share for all premiums for the employee benefits plans to a maximum of twenty-four (24) months based on 100% of earnings with the exception of LTD premiums.

Benefits shall be provided to each and all employees of the Employer who are spouses and eligible for benefits.

29.02 External Employee and Family Assistance Program

The parties believe that the health and well-being of all employees is vital to the success of the organization and also recognizes that a duty to accommodate and an obligation to cooperate exist on both the part of the Employer, the employee and the Union. As such the Employer has contracted with Manulife to provide all employees with a comprehensive employee and family Assistance Program. This program will be administered by Manulife. All employees will be provided with program information, along with the 24 hour contact number should they wish to obtain assistance.

29.03 Benefit Claims not Subject to Grievances

Any claim by an employee for benefits under the benefit plans in Article 29.01 and 29.02 is a matter solely between such employee and the insurance carrier. Such claim shall not, therefore, be the subject of a grievance or arbitration under this Collective Agreement. The Employer shall assist the employee in advancing such claim.

29.04 OMERS Pension Plan

- a) It will be a condition of employment that each eligible employee shall participate in the OMERS Pension Plan unless specifically exempted by legislation or regulation.
- b) Any former OPSEU members who remain in the RRSP savings plan shall continue to be allowed to do so under the following criteria:

<u>Years of Service</u>	<u>Staff</u>	<u>Agency</u>
0-4 years	6%	6%
5-9 years	6%	6.5%
10-14 years	6%	7%
15-19 years	6%	7.5%
20-24 years	6%	8%
25-30 years	6%	8.5%

29.05 New Home Buyers Program

The Employer agrees that for the life of the current Collective Agreement should an employee wish to participate in the New Home Buyer's program, they may request permission to withdraw a portion of the Employer's RRSP contribution by submitting a memo to the Executive Director.

29.06 Vehicle Expenses

Employees required to carry infants and toddlers must provide a bolt for attachment of the infant and toddler seats. The Employer shall reimburse the employee for the cost of seat bolt installation as well as the seats. As an alternative, the Employer will arrange and pay the actual cost for installation of the bolt and seats.

The Employer will provide, at its own expense, emergency first aid kits to those employees required to carry infants and toddlers in their personal vehicles.

Employees on date of ratification currently receiving this benefit shall continue to provide receipt of notice from the employee's insurance carrier that the cost of using the employee's automobile for work purposes resulted in an increase in the employee's automobile insurance rates, the Employer will reimburse the employee's automobile insurance rates, the Employer will reimburse the employee for the difference in the premium costs up to three hundred dollars (\$300.00) per year.

Should the premium increase exceed \$300.00 per year, the employee may request an exception by submitting the Annual Driver's License and Insurance form and two (2) additional insurance quotes to the Human Resources Department.

For all other employees not in receipt of the above benefit, the Employer shall require the employee, as a condition of employment, to provide and use the employee's automobile for the performance of the Employer's business. The employee shall, as a condition of employment, be required to carry \$1,000,000.00 public liability and property damage insurance and permission to carry passengers for compensation insurance(known as insurance rider OPCF6A) to protect the Employer and the Employer's clients against liability. An endorsement to this effect from the Insurance Company must be filed annually with the Employer. If there is any dispute, the Employer will provide documentation to support the employee's claim that business insurance is not necessary.

29.07 Mileage Rates

All kilometres driven will be reimbursed as follows:

June 6, 2019	\$0.53 as of date of ratification
--------------	-----------------------------------

29.08 Meals, Accommodations and Transportation

Expense accounts for meals:	Breakfast	\$12.00
	Lunch	\$15.00
	Supper	<u>\$30.00</u>
		\$57.00

Employees who are required to travel outside their community will be compensated for their meals up to fifty-seven dollars (\$57.00) per day (with receipts).

Accommodation and air travel out of the districts will be centrally booked by the Executive Assistant or designate.

29.09 E. I. Rebate

Any E. I. Rebate due will be retained by the Employer to defray the increased costs of benefits. The Employer shall meet with the Union to disclose the actual amount of the rebate.

ARTICLE 30 – GENERAL CONDITIONS

30.01 Bulletin Boards

The Employer will provide a bulletin board in each office which will be available for the posting of notices affecting employees.

30.02 Use of Employer’s Resources

The Union may request the use of the Employer’s resources to hold its meetings. Such meetings shall not be considered work time and permission for the use of the resources will be granted in advance.

30.03 Employer Shall Notify Union

Copies of all Board Minutes will be available to all staff on the x:drive/sharepoint. All or any members of the Union may be present at all regular board meetings.

30.04 Survival Gear

The Employer agrees to provide a survival gear kit at various locations and such kits are to remain sealed unless it is necessary to use them.

30.05 Legal Liability

The Agency agrees to provide financial assistance to an employee in order to retain the services of a lawyer, should the employee be charged with a criminal or quasi-criminal

offence arising from the discharge of the employee's work related duties and responsibilities that are not related to any grievances or arbitration.

Choice of counsel shall be subject to the approval of the Agency.

- a) Once counsel has been selected and approved, counsel fees shall be borne by and remains the sole responsibility of the Agency.
- b) Counsel shall be retained for all preliminary, trial matters and prosecution appeals. No defendant appeal costs shall be covered by the Agency until formal approval has been sought and received from the Agency in consultation with its counsel.
- c) This indemnification shall be effective for all purposes during the currency and following the termination of employment with the said Agency, so long as the impugned conduct was alleged to have occurred during the period of employment.
- d) The Agency shall be responsible for the timely payment of properly rendered legal accounts but will otherwise enjoy no privity as between counsel and the employee, nor will the Agency be deemed to have entered into a solicitor-client relationship with the Employee's counsel.
- e) It shall be the Employee's responsibility to advise the counsel retained that they must provide monthly-itemized time docket sheets to the Agency for review and payment.
- f) Should the Agency deem it advisable and upon its request, the Employee, in consideration of this indemnification, agrees to apply for a taxation of the legal account.
- g) This indemnification shall not be available to Employees who are charged with offenses arising:
 - outside the Employee's work-related duties and responsibilities;
 - while under the influence of alcohol or non-prescription drugs;
 - as a result of charges of perjury, fabricating evidence, obstruction of justice or public mischief; or
 - as a result of conduct clearly not authorized by the Agency nor contemplated in the terms of the Employee's job description.
- h) Coverage will not reimburse any ensuing legal fees in the event of a guilty outcome nor pay for any fines or penalties.

30.06 Additional Funding

This will confirm the understanding of the parties during the term of the Collective Agreement, which expires on March 31, 2022, with respect to the following matters:

- a) In the event the Agency operates at a surplus over their budget or at a deficit in any year, the Union shall be advised of the surplus/deficit and how it was accumulated.
- b) While it is recognized that some funding/surplus' may be designated for specific projects, or programs, or uses other than salaries, such as implementing the Agency's Service plans, buying capital equipment, paying of a portion of the accumulated deficit, etc., it is agreed that the details of increases or decreases in funding will be made available to the union so that the parties may endeavor to negotiate over bonus in the second year of this agreement. It is further understood that any such surplus in the first year must be distributed before the end of the fiscal year; else it will not be available.

30.07 Personnel Files

The employee shall have access to all information within their personnel file as per agency policy.

ARTICLE 31 - TERM OF AGREEMENT

31.01 Length of Agreement

This agreement shall remain in effect from April 1, 2019 and shall remain in full force and effect until March 31, 2022 and from year to year thereafter unless written notice of intention to terminate or amend this agreement is given by either party to the other as follows:

- a) Not more than ninety (90) days and not less than thirty (30) days before the 30th day of September, with respect to this Agreement in its entirety; and
- b) Not more than ninety (90) days and not less than thirty (30) days before the 30th of September in any year thereafter in which this Agreement continues to remain in effect.

31.02 Notice of Desire to Amend Agreement

In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is mutually agreed upon.

31.03 Negotiations for Amendment or Renewal

All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of The Ontario Labour Relations Act, R.S.O., C.232.

IN WITNESS WHEREOF the parties have caused their names to be subscribed by their duly authorized officers and representatives.

DATED THIS 6 **DAY OF** Feb, **20** 20

SIGNED ON BEHALF OF:

**KENORA-RAINY RIVER DISTRICTS
CHILD AND FAMILY SERVICES**



Marylann Reimer

Jane Smith

Ben [Signature]

Jamie [Signature]

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2332**



[Signature]

Beaton

Karen [Signature]

[Signature]

Linda [Signature]

SCHEDULE 'A'

KENORA-RAINY RIVER DISTRICTS CHILD AND FAMILY SERVICES
SALARY SCALE - APRIL 1, 2018 (2% increase)

CLASSIFICATION		1	2	3	4	5	6	7	8
Child Welfare Worker 1 <BSW	YEARLY	50211	52470	54831	57300	59877	62571	65388	68331
	HOURLY	28.61	29.90	31.24	32.65	34.12	35.65	37.26	38.93
Child Welfare Worker 2 BSW	YEARLY	54831	57300	59877	62571	65388	68331		
	HOURLY	31.24	32.65	34.12	35.65	37.26	38.93		
Child Welfare Worker 3 MSW	YEARLY	61143	63893	66769	69773	72914	76194		
	HOURLY	34.84	36.41	38.05	39.76	41.55	43.42		
Supervised Access Coordinator/ Family Relief Coordinator	YEARLY	45190	47223	49349	51570	53891	56315	58850	61498
	HOURLY	25.75	26.91	28.12	29.38	30.71	32.09	33.53	35.04
Clinical/Comm. Worker 1 <BSW	YEARLY	45190	47223	49349	51570	53891	56315	58850	61498
	HOURLY	25.75	26.91	28.12	29.38	30.71	32.09	33.53	35.04
Clinical/Comm. Worker 2 BSW	YEARLY	49349	51570	53891	56315	58850	61498		
	HOURLY	28.12	29.38	30.71	32.09	33.53	35.04		
Clinical/Comm. Worker 3 and Psychometrist MSW	YEARLY	55027	57504	60091	62796	65622	68575		
	HOURLY	31.35	32.77	34.24	35.78	37.39	39.07		
Child Care I (based on 76 hrs biwkly)	YEARLY	40845	42683	44606	46611	48709	50901		
	HOURLY	20.67	21.60	22.57	23.59	24.65	25.76		
Child Care II (based on 76 hrs biwkly)	YEARLY	44606	46611	48709	50901				
	HOURLY	22.57	23.59	24.65	25.76				
Casual Support		17.75	18.55	19.39					

KENORA-RAINY RIVER DISTRICTS CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2018 (2% increase)

CLASSIFICATION		1	2	3	4	5	6	7
Receptionist/Switchboard Operator/File Clerk	YEARLY	30852	32240	33692	35207	36792	38449	40177
	HOURLY	17.58	18.37	19.20	20.06	20.96	21.91	22.89
Administrative Assistant	YEARLY	34414	35962	37581	39271	41038	42885	44816
	HOURLY	19.61	20.49	21.41	22.38	23.38	24.44	25.54
Facilities/Maintenance Lead (based on 80 hrs biwkly)	YEARLY	45752	47807	50665	53544	56422	58911	62157
	HOURLY	22.00	22.98	24.36	25.74	27.13	28.32	29.88
Finance Clerk	YEARLY	37688	39384	41157	43007	44944	46966	49080
	HOURLY	21.47	22.44	23.45	24.51	25.61	26.76	27.97
Systems Admin/MIS Admin	YEARLY	45513	47563	49703	51938	54277	56720	59271
	HOURLY	25.93	27.10	28.32	29.59	30.93	32.32	33.77
Help Desk Technician	YEARLY	34414	35962	37581	39271	41038	42885	44816
	HOURLY	19.61	20.49	21.41	22.38	23.38	24.44	25.54
Legal Secretary	YEARLY	38453	40183	41992	43881	45856	47920	50075
	HOURLY	21.91	22.90	23.93	25.00	26.13	27.30	28.53
Information Technology Tech.	YEARLY	38600	40337	42756	45178	47598	49698	52439
	HOURLY	21.99	22.98	24.36	25.74	27.12	28.32	29.88

KENORA-RAINY RIVER DISTRICTS CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2018 (2% increase)

CLASSIFICATION		1	2	3	4	5	6	7
Residential Worker 1 (based on 80 hrs. biwkly)	YEARLY	42995	44930	46953	49066	51274	53581	
	HOURLY	20.67	21.60	22.57	23.59	24.65	25.76	
Residential Worker 2 (based on 80 hrs. biwkly)	YEARLY	46953	49066	51274	53581			
	HOURLY	22.57	23.59	24.65	25.76			
Independent Living Counsellor	YEARLY	39294	41063	42910	44841			
	HOURLY	22.39	23.40	24.45	25.55			
Family Support Practitioner	YEARLY	37581	39271	41038	42885	44816	46832	48939
	HOURLY	21.41	22.38	23.38	24.44	25.54	26.69	27.89
Case Aide	YEARLY	34414	35962	37581	39271	41038	42885	44816
	HOURLY	19.61	20.49	21.41	22.38	23.38	24.44	25.54
Cultural Services Worker	YEARLY	44358	46355	48440	50619	52896	55277	
	HOURLY	25.28	26.41	27.60	28.84	30.14	31.50	
Kumon	YEARLY	39294	41063	42910	44841			
	HOURLY	22.39	23.40	24.45	25.55			

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2019 (2% increase)

CLASSIFICATION		1	2	3	4	5	6	7	8
Child Welfare Worker 1 <BSW	YEARLY	51215	53519	55928	58446	61075	63822	66696	69698
	HOURLY	29.18	30.50	31.87	33.30	34.80	36.37	38.00	39.71
Child Welfare Worker 2 BSW	YEARLY	55928	58446	61075	63822	66696	69698		
	HOURLY	31.87	33.30	34.80	36.37	38.00	39.71		
Child Welfare Worker 3 MSW	YEARLY	62366	65171	68104	71168	74372	77718		
	HOURLY	35.54	37.13	38.81	40.55	42.38	44.28		
Clinical/Comm. Worker 1 <BSW	YEARLY	46094	48167	50336	52601	54969	57441	60027	62728
	HOURLY	26.26	27.45	28.68	29.97	31.32	32.73	34.20	35.74
Clinical/Comm. Worker 2 BSW or Degrees allowing registration within the Psychotherapy Act	YEARLY	50336	52601	54969	57441	60027	62728		
	HOURLY	28.68	29.97	31.32	32.73	34.20	35.74		
Clinical/Comm. Worker 3 and Psychometrist MSW	YEARLY	56128	58654	61293	64052	66934	69947		
	HOURLY	31.98	33.42	34.92	36.50	38.14	39.86		
Child Care I (based on 76 hrs biwkly)	YEARLY	41662	43537	45498	47543	49683	51919		
	HOURLY	21.08	22.03	23.03	24.06	25.14	26.27		
Child Care II (based on 76 hrs biwkly)	YEARLY	45498	47543	49683	51919				
	HOURLY	23.03	24.06	25.14	26.27				
Casual Support		18.11	18.92	19.78					

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2019
 (2% increase)

CLASSIFICATION		1	2	3	4	5	6	7
Receptionist/Switchboard Operator/File Clerk	YEARLY	31469	32885	34366	35911	37528	39218	40981
	HOURLY	17.93	18.74	19.58	20.46	21.38	22.35	23.35
Administrative Assistant	YEARLY	35102	36681	38333	40056	41859	43743	45712
	HOURLY	20.00	20.90	21.84	22.82	23.85	24.92	26.05
Facilities/Maintenance Lead (based on 80 hrs biwkly)	YEARLY	46667	48763	51678	54615	57550	60089	63400
	HOURLY	22.44	23.44	24.85	26.26	27.67	28.89	30.48
Finance Clerk	YEARLY	38442	40172	41980	43867	45843	47905	50062
	HOURLY	21.90	22.89	23.92	25.00	26.12	27.30	28.53
Information Systems Administrator	YEARLY	46423	48514	50697	52977	55363	57854	60456
	HOURLY	26.45	27.64	28.89	30.19	31.55	32.97	34.45
Help Desk Technician	YEARLY	35102	36681	38333	40056	41859	43743	45712
	HOURLY	20.00	20.90	21.84	22.82	23.85	24.92	26.05
Legal Administrative Assistant	YEARLY	39222	40987	42832	44759	46773	48878	51077
	HOURLY	22.35	23.35	24.41	25.50	26.65	27.85	29.10
Information Technology Tech.	YEARLY	39372	41144	43611	46082	48550	50692	53488
	HOURLY	22.43	23.44	24.85	26.26	27.66	28.88	30.48

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2019 (2% increase)

CLASSIFICATION		1	2	3	4	5	6	7
Residential Worker 1 (based on 80 hrs. biwkly)	YEARLY	43855	45829	47892	50047	52299	54653	
	HOURLY	21.08	22.03	23.03	24.06	25.14	26.28	
Residential Worker 2 (based on 80 hrs. biwkly)	YEARLY	47892	50047	52299	54653			
	HOURLY	23.03	24.06	25.14	26.28			
Youth Support Worker	YEARLY	40080	41884	43768	45738			
	HOURLY	22.84	23.87	24.94	26.06			
Family Support Practitioner	YEARLY	38333	40056	41859	43743	45712	47769	49918
	HOURLY	21.84	22.82	23.85	24.92	26.05	27.22	28.44
Case Aide	YEARLY	35102	36681	38333	40056	41859	43743	45712
	HOURLY	20.00	20.90	21.84	22.82	23.85	24.92	26.05
Cultural Services Worker	YEARLY	45245	47262	49409	51631	53954	56383	
	HOURLY	25.78	26.93	28.15	29.42	30.74	32.13	

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2020

(1.75% increase)

CLASSIFICATION		1	2	3	4	5	6	7	8
Child Welfare Worker 1 <BSW	YEARLY	52111	54456	56907	59469	62144	64939	67863	70918
	HOURLY	29.69	31.03	32.43	33.89	35.41	37.00	38.67	40.41
Child Welfare Worker 2 BSW	YEARLY	56907	59469	62144	64939	67863	70918		
	HOURLY	32.43	33.89	35.41	37.00	38.67	40.41		
Child Welfare Worker 3 MSW	YEARLY	63457	66311	69296	72413	75674	79078		
	HOURLY	36.16	37.78	39.48	41.26	43.12	45.06		
Clinical/Comm. Worker 1 <BSW	YEARLY	46900	49010	51217	53522	55931	58447	61077	63826
	HOURLY	26.72	27.93	29.18	30.50	31.87	33.30	34.80	36.37
Clinical/Comm. Worker 2 BSW or Degrees allowing registration within the Psychotherapy Act	YEARLY	51217	53522	55931	58447	61077	63826		
	HOURLY	29.18	30.50	31.87	33.30	34.80	36.37		
Clinical/Comm. Worker 3 and Psychometrist MSW	YEARLY	57110	59681	62365	65173	68106	71171		
	HOURLY	32.54	34.01	35.54	37.14	38.81	40.55		
Child Care I (based on 76 hrs biwkly)	YEARLY	42391	44299	46294	48375	50553	52828		
	HOURLY	21.45	22.42	23.43	24.48	25.58	26.73		
Child Care II (based on 76 hrs biwkly)	YEARLY	46294	48375	50553	52828				
	HOURLY	23.43	24.48	25.58	26.73				
Casual Support		18.43	19.25	20.12					

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2020 (1.75% increase)

CLASSIFICATION

		1	2	3	4	5	6	7
Receptionist/Switchboard Operator/File Clerk	YEARLY	32020	33460	34967	36540	38185	39904	41698
	HOURLY	18.24	19.07	19.92	20.82	21.76	22.74	23.76
Administrative Assistant	YEARLY	35717	37323	39003	40757	42591	44508	46512
	HOURLY	20.35	21.27	22.22	23.22	24.27	25.36	26.50
Facilities/Maintenance Lead (based on 80 hrs biwkly)	YEARLY	47484	49616	52583	55571	58558	61141	64510
	HOURLY	22.83	23.85	25.28	26.72	28.15	29.39	31.01
Finance Clerk	YEARLY	39114	40875	42715	44635	46645	48744	50938
	HOURLY	22.29	23.29	24.34	25.43	26.58	27.77	29.02
Information Systems Administrator	YEARLY	47236	49363	51584	53904	56331	58867	61514
	HOURLY	26.91	28.13	29.39	30.71	32.10	33.54	35.05
Help Desk Technician	YEARLY	35717	37323	39003	40757	42591	44508	46512
	HOURLY	20.35	21.27	22.22	23.22	24.27	25.36	26.50
Legal Administrative Assistant	YEARLY	39908	41704	43581	45542	47592	49734	51970
	HOURLY	22.74	23.76	24.83	25.95	27.12	28.34	29.61
Information Technology Tech.	YEARLY	40061	41864	44374	46888	49400	51579	54424
	HOURLY	22.83	23.85	25.28	26.72	28.15	29.39	31.01

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES

SALARY SCALE - APRIL 1, 2020

(1.75% increase)

CLASSIFICATION		1	2	3	4	5	6	7
Residential Worker 1 (based on 80 hrs. biwkly)	YEARLY	44622	46631	48730	50923	53215	55609	
	HOURLY	21.45	22.42	23.43	24.48	25.58	26.74	
Residential Worker 2 (based on 80 hrs. biwkly)	YEARLY	48730	50923	53215	55609			
	HOURLY	23.43	24.48	25.58	26.74			
Youth Support Worker	YEARLY	40781	42617	44534	46538			
	HOURLY	23.24	24.28	25.38	26.52			
Family Support Practitioner	YEARLY	39003	40757	42591	44508	46512	48605	50791
	HOURLY	22.22	23.22	24.27	25.36	26.50	27.69	28.94
Case Aide	YEARLY	35717	37323	39003	40757	42591	44508	46512
	HOURLY	20.35	21.27	22.22	23.22	24.27	25.36	26.50
Cultural Services Worker	YEARLY	46037	48089	50273	52535	54898	57369	
	HOURLY	26.23	27.40	28.65	29.93	31.28	32.69	

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES

SALARY SCALE - APRIL 1, 2021 (1.75% increase)

		1	2	3	4	5	6	7	8
CLASSIFICATION									
	Child Welfare Worker 1 <BSW	YEARLY 53023	55409	57903	60510	63231	66075	69051	72159
		HOURLY 30.21	31.57	32.99	34.48	36.03	37.65	39.35	41.12
Child Welfare Worker 2 BSW	YEARLY 57903	60510	63231	66075	69051	72159			
	HOURLY 32.99	34.48	36.03	37.65	39.35	41.12			
Child Welfare Worker 3 MSW	YEARLY 64568	67472	70508	73681	76998	80462			
	HOURLY 36.79	38.45	40.18	41.98	43.87	45.85			
Clinical/Comm. Worker 1 <BSW	YEARLY 47721	49868	52113	54459	56910	59469	62146	64943	
	HOURLY 27.19	28.41	29.69	31.03	32.43	33.89	35.41	37.00	
Clinical/Comm. Worker 2 BSW or Degrees allowing registration within the Psychotherapy Act	YEARLY 52113	54459	56910	59469	62146	64943			
	HOURLY 29.69	31.03	32.43	33.89	35.41	37.00			
Clinical/Comm. Worker 3 and Psychometrist MSW	YEARLY 58109	60725	63457	66313	69298	72416			
	HOURLY 33.11	34.60	36.16	37.79	39.49	41.26			
Child Care I (based on 76 hrs biwkly)	YEARLY 43133	45074	47104	49222	51437	53752			
	HOURLY 21.83	22.81	23.84	24.91	26.03	27.20			
Child Care II (based on 76 hrs biwkly)	YEARLY 47104	49222	51437	53752					
	HOURLY 23.84	24.91	26.03	27.20					
Casual Support		18.75	19.59	20.48					

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES

SALARY SCALE - APRIL 1, 2021 (1.75% increase)

CLASSIFICATION		1	2	3	4	5	6	7	8
Receptionist/Switchboard Operator/File Clerk	YEARLY	32580	34046	35579	37179	38853	40603	42427	
	HOURLY	18.56	19.40	20.27	21.18	22.14	23.14	24.18	
Administrative Assistant	YEARLY	36342	37976	39686	41471	43337	45287	47326	
	HOURLY	20.71	21.64	22.61	23.63	24.69	25.80	26.97	
Facilities/Maintenance Lead (based on 80 hrs biwkly)	YEARLY	48315	50485	53503	56543	59582	62211	65639	
	HOURLY	23.23	24.27	25.72	27.18	28.65	29.91	31.56	
Finance Clerk	YEARLY	39799	41590	43462	45416	47461	49597	51829	
	HOURLY	22.68	23.70	24.76	25.88	27.04	28.26	29.53	
Information Systems Administrator	YEARLY	48062	50227	52487	54847	57317	59897	62591	
	HOURLY	27.39	28.62	29.91	31.25	32.66	34.13	35.66	
Help Desk Technician	YEARLY	36342	37976	39686	41471	43337	45287	47326	
	HOURLY	20.71	21.64	22.61	23.63	24.69	25.80	26.97	
Legal Administrative Assistant	YEARLY	40607	42434	44344	46339	48425	50604	52880	
	HOURLY	23.14	24.18	25.27	26.40	27.59	28.83	30.13	
Information Technology Tech.	YEARLY	40762	42596	45151	47709	50264	52482	55376	
	HOURLY	23.23	24.27	25.73	27.18	28.64	29.90	31.55	

KENORA-RAINY RIVER CHILD AND FAMILY SERVICES
 SALARY SCALE - APRIL 1, 2021 (1.75% increase)

		1	2	3	4	5	6	7	8
CLASSIFICATION									
Residential Worker 1 (based on 80 hrs. biwkly)	YEARLY	45403	47447	49583	51814	54146	56582		
	HOURLY	21.83	22.81	23.84	24.91	26.03	27.20		
Residential Worker 2 (based on 80 hrs. biwkly)	YEARLY	49583	51814	54146	56582				
	HOURLY	23.84	24.91	26.03	27.20				
Youth Support Worker	YEARLY	41495	43363	45313	47353				
	HOURLY	23.64	24.71	25.82	26.98				
Family Support Practitioner	YEARLY	39686	41471	43337	45287	47326	49455	51680	
	HOURLY	22.61	23.63	24.69	25.80	26.97	28.18	29.45	
Case Aide	YEARLY	36342	37976	39686	41471	43337	45287	47326	
	HOURLY	20.71	21.64	22.61	23.63	24.69	25.80	26.97	
Cultural Services Worker	YEARLY	46843	48930	51153	53454	55859	58373		
	HOURLY	26.69	27.88	29.15	30.46	31.83	33.26		

LETTER OF UNDERSTANDING

Between:

Kenora-Rainy River Districts Child and Family Services
(hereinafter called the 'Employer')

-and-

Canadian Union of Public Employees
and its Local 2332
(hereinafter called the 'Union')

Re: Flex-Time

Notwithstanding Article 20 of the Collective Agreement, the Union and the Employer agree to the following clarification regarding flex-time:

1. Flexible working hours may be arranged for individual Employees at their request or when required to meet the Employers' service needs. Such flexible hours shall be mutually arranged between the Employee and his/her supervisor.
2. If the Employee and his/her Supervisor are unable to agree, they shall discuss the request with the Executive Director or designate for their assistance. The Employee may have assistance of a Union official. Failing an agreement, the Employer will determine the hours of work as per Article 20.04.
3. The following are the principals on which flex-time will operate in order to ensure consistency throughout all branches of the Agency:
 - (a) Employees are professionals, and the Employer expects the Employee to perform as such, and the Employer will treat them as professionals;
 - (b) Trust and respect are inherent and while managers need to know when our staff are working extra time, it will not be logged;
 - (c) When the Employee needs to take time off, they will request time off;
 - (d) While we are not logging, excessive accumulation can breed burnout and resentment, so staff should be encouraged to take flex-time in a timely manner (not to exceed two pay cycles);
 - (e) We should recognize that staff may want to take up to three (3) days off together (one week day plus a weekend for a total of three consecutive days off) to get a meaningful break;

- (f) Any longer than three consecutive days should be taken as vacation time; and
- (g) Flex time of over 6.75 hours cannot be attached to vacation time.

Signed this 6 day of Feb, ²⁰²⁰~~2019~~ ^{AB}~~JK~~

SIGNED ON BEHALF OF:

**KENORA-RAINY RIVER DISTRICTS
CHILD AND FAMILY SERVICES**

[Signature]
Marilyn Reimer
[Signature]
[Signature]
[Signature]

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2332**

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

Kenora-Rainy River Districts Child and Family Services
(hereinafter called the 'Employer')

-and-

**Canadian Union of Public Employees
and its Local 2332**
(hereinafter called the 'Union')

Re: Compressed Work Plan

Preamble:

It is agreed that the regular hours of work for all employees are as outlined in Article 20 (Hours of Work) of the Collective agreement. In accordance with Article 20.04 (Deviation of Start and Finishing Times) of the Collective Agreement the Employer has the right to deviate the starting and finishing times of an employee's work day. As such the Employer is open to providing to eligible employees the option of working a compressed work schedule on a biweekly basis. Such schedules are solely at the discretion of the Employer and do not in any way infringe upon the Employer's rights as outlined in Article 4.

Definition:

A compressed work schedule would allow eligible staff to work their sixty-seven and one half (67.50) hours biweekly over a nine (9) day period (usually extending their work day for one or two days) to afford them the option of taking the tenth day off. The actual day to be taken off is to be negotiated with their supervisor, but it will be expected that all staff work sixty-seven and one half (67.50) hours on a biweekly basis.

Eligibility and Exceptions:

Certain employees would be ineligible as a result of their work day ending at 4:30 p.m. and there being no need for work after that time (i.e. file clerk, receptionist) and /or the employee would have to be replaced which would be an additional cost to the agency. As well there are employees who work in branches or units where compressed work schedules would adversely affect coverage and availability of service (smaller branches, case aides, screener, etc.).

No Guarantee

While no guarantee can be given that any proposed request for a compressed work schedule will be approved, no reasonable request for a compressed work schedule will be denied. "Reasonable" will be judged as to how well the request complies with the criteria described herein.

i. Hours of Work

An employee's hours of work will continue to adhere to Article 20 (Hours of Work)

An employee who is on a compressed work plan will be required to work their full hours according to Article 20 (Hours of Work) over a nine day period.

ii. Calculation of Hours

Employees who work a compressed work plan will continue to accumulate stat, sick and vacation days according to their ten day schedule as per Article 20 (Hours of Work).

iii. **Maintenance of Hours of Work**

If an employee is sick, or otherwise away from work on the day(s) they are to work their extended hours, they are to work these hours on alternative days in order to accumulate the hours necessary to take their compressed day (the tenth day) off from work.

iv. **Vacation Supersedes**

If an employee who is part of the compressed work plan requests vacation that intrudes upon the compressed day off of another employee, the vacation request will supersede the compressed day and another compressed day will be scheduled between the affected employee and their supervisor.

v. **Non-Intrusive**

The compressed work plan is intended simply as a rearrangement of hours, but is not intended to impact upon the total number of hours an employee works, and is compensated for, over a bi-weekly period. Therefore it is expected that such arrangements will not intrude into the offices of Payroll/Personnel or the Human Resources department. Such intrusion will cause concern for the Employer.

vi. **Requirement to Work on Compressed Day**

The Employer retains the right to reschedule an employee's work week if there is a need for the employee to be at work on their regularly schedule day off. In such an instance an alternate day will be scheduled between the employee and their supervisor.

vii. **Exclusion Dates**

All compressed work schedules will be suspended during the agency's identified summer months and between December 15th and January 15th of each year.

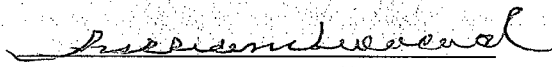
Employer's Discretion

It is understood that the Employer reserves the right to terminate any and all compressed work plans at its discretion if such arrangements become difficult to manage or become detrimental to the agency's ability to provide quality services to our children, families and communities.

Signed this 6 day of Feb, 2020

SIGNED ON BEHALF OF:

**KENORA-RAINY RIVER DISTRICTS
CHILD AND FAMILY SERVICES**



Mary Ann Reimer


Janice

Dawn

Garni

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2332**



Karen

Hilkan

Linda

LETTER OF UNDERSTANDING

Between:

Kenora Rainy-River Districts Child and Family Services
(Hereinafter called the 'Employer')

-and-

Canadian Union of Public Employees
And it's Local 2332
(Here in after call the 'Union')

Re: Pay Equity Maintenance Committee

In accordance with Article 11.05 of this agreement and upon ratification of this agreement, the Employer and the Union agree to form a Pay Equity maintenance Committee comprising of three representatives each. The purpose of the committee will be to ensure that the agency remains in compliance with the provisions of the Pay Equity Act of Ontario.

The initial task of the Pay Equity Maintenance Committee will be to assess the following classifications as per the Pay Equity Act of Ontario and to recommend any necessary adjustments to ensure compliance.

1. Case Aide
2. Facilities/Maintenance Lead
3. Systems Admin-MIS Admin
4. Mental Health Therapist
5. Community Integration Worker
6. Child Development Worker
7. Psychomotrist
8. Independent Living Counsellor
9. Family Relief
10. Supervised Access
11. Child Welfare Worker
12. Child Care Worker
13. Administrative Assistant
14. Legal/Administrative Assistant
15. Receptionist/File Clerk
16. Finance Clerk

Further assessment of classifications will be conducted as required to ensure ongoing compliance with the Pay Equity Act of Ontario.

Signed this 6 day of Feb, 2020

SIGNED ON BEHALF OF:

**KENORA-RAINY RIVER DISTRICTS
CHILD AND FAMILY SERVICES**

[Signature]
Marylann Reimer
[Signature]
[Signature]
[Signature]

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2332**

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

Between:

**Kenora-Rainy River Districts Child and Family Services
(Hereinafter called the 'Employer')**

-and-

**Canadian Union of Public Employees
And it's Local 2332
(Hereinafter called the 'Union')**

Re: Violence and Harassment in the Workplace

The Employer and the Union recognize their joint obligation to:

- Comply with all duties and responsibilities under the Occupational Health and Safety Act as may be amended from time to time.

The Employer and the Union agree that within one hundred and twenty (120) days from the ratification date of this agreement, the parties will convene with the Agency Health and Safety Committee to review the policies on Workplace Violence and Harassment.

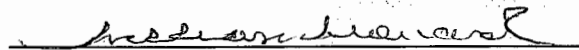
Both parties shall consider in good faith, the work completed on Workplace Violence and Harassment by CUPE, the OACAS and CMHO as well as any other relevant information.

Both parties agree to finalize the updated policies no later than one hundred and eighty (180) days from the ratification of this Agreement. The Agency's Joint Health and Safety Committee will be part of any subsequent review/updates of the Violence and Harassment in the Workplace policies.

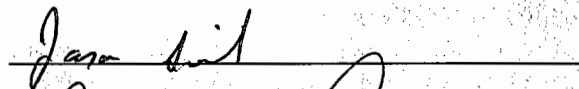
Signed this 6 day of Feb, 2020.

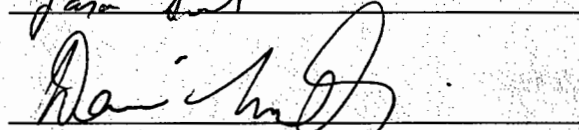
SIGNED ON BEHALF OF:

**KENORA-RAINY RIVER DISTRICTS
CHILD AND FAMILY SERVICES**



Mary Ann Reemer

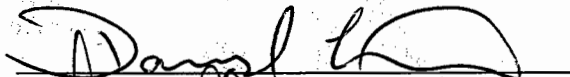


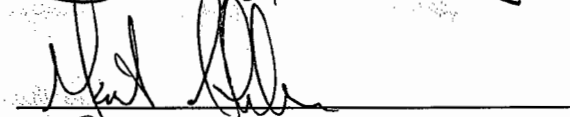


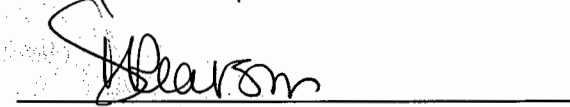
Jamie Scher

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2332**







Karen Bush

Glenn



Linda Goose

LETTER OF UNDERSTANDING

Between:

**Kenora-Rainy River Districts Child and Family Services
(Hereinafter called the 'Employer')**

-and-

**Canadian Union of Public Employees
And it's Local 2332
(Hereinafter called the 'Union')**

Re: Length of Vacation Article 23.01

The Employer and Union agree to amend the service requirement as shown below to reflect an increase in five-year increments to the years listed below. The increase is retro active to April 1, 2019. The Employer and Union Agree that the difference in vacation entitlement due to the increase can be carried over until December 31, 2020.

<u>Service</u>	<u>Vacation Entitlement</u> All Staff except for Residential Workers and Child Care Workers	<u>Vacation Entitlement</u> Residential Workers and Child Care Workers
0 - 4 years of continuous service.	20 days 4 weeks collected at 1.67 working days per month for each month of completed service in the calendar year	160 hours calculated at 13.34 hours per month for each month of completed service in the calendar year
5 - 9 full years of continuous Service.	23 days collected at 1.92 working days per month for each month of completed service in the calendar year	184 hours calculated at 15.33 hours per month for each month of completed service in the calendar year
10 - 14 full years of continuous service.	25 days collected at 2.08 working days per month for each month of completed service in the calendar year	200 hours calculated at 16.67 hours per month for each month completed in the calendar year
15 - 19 full years of continuous service.	27 days collected at 2.25 working days per month for each month of completed service in the calendar year	216 hours calculated at 18 hours per month for each month completed in the calendar year

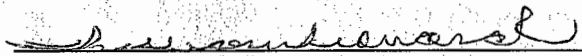
20 - 25 full years of continuous service.	30 days collected at 2.5 working days per month for each month of completed service in the calendar year	240 hours calculated at 20 hours per month for each month completed in the calendar year
26 full years of continuous service.	35 days collected at 2.92 working days per month for each month of completed service in the calendar year	280 hours calculated at 23.33 hours per month for each month completed in the calendar year

Where applicable, for active members who receive the former OPSEU vacation entitlement in accordance with the grandfathered in OPSEU grid in article 23.01, it is agreed that due to a system accrual error, any retroactive corrections to vacation entitlement will be permitted to be carried over in addition to the regular carry over entitlement until December 31, 2020.

Signed this 6 day of Feb, 2020

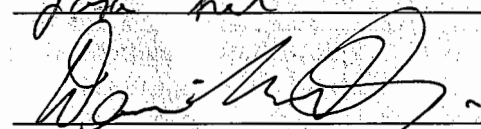
SIGNED ON BEHALF OF:

**KENORA-RAINY RIVER DISTRICTS
CHILD AND FAMILY SERVICES**



Marylean Reimer

Jane ...



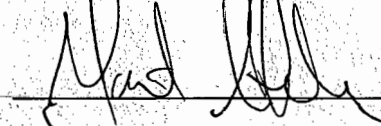
Jane ...

:lh/COPE491

SIGNED ON BEHALF OF:

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2332**

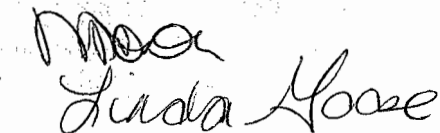




Daniel

Karen ...

Yfettan


Linda ...