

Collective Agreement

between

**Ontario Public Service Employees Union/Syndicat des
employés de la fonction publique de l'Ontario
on behalf of its Local 684**

and

Algoma Family Services

DURATION: April 1, 2023 – March 31, 2026



Sector 15
6-684-10348-20260331-15

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PREAMBLE

The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its Employees covered by this Agreement, to promote positive labour relations through the prompt and fair disposition of grievances, and to provide fair wages, hours and working conditions for the employees.

ARTICLE 1 - SCOPE AND RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the bargaining unit described below:

All Employees of the Agency save and except managers, the three (3) clinical supervisors, and those above the rank of Manager and persons employed in a confidential capacity with respect to labour relations, and students hired for the summer vacation period.

1.02 Definitions

(a) Permanent Full-Time Employee

An employee who has completed their probation period set out elsewhere in this Agreement; is regularly scheduled to work thirty-five (35) hours or over in the regular scheduled work week in a single position.

(b) Permanent Pro-rated Employee

An employee who has completed their probation period set out elsewhere in this Agreement; is regularly scheduled to work a minimum of twenty-one (21) hours per up to thirty-five (35) hours in a work week in a single position.

(c) Probationary Employee

An employee who is serving a probationary period as set out elsewhere in this Agreement, and upon the successful completion of the aforementioned probationary period, shall obtain permanent Employee status.

(d) Permanent Part-Time (PT)

An employee who has completed their probation period set out elsewhere in this Agreement; is regularly scheduled to work less than twenty-one (21) hours in a work week in a single position.

(e) Temporary Employee

- (i) Temporary employees are hired to replace an employee, who will be on an approved leave of absence, absence due to disability, sick leave, long term disability up to thirty (30) months, educational or pregnancy/parental leave. Selection of Temporary employees needed for a period of less than six (6) months is at the Employer's discretion; for over six (6) months, Article 12.02 will apply. The period of employment of such persons will not exceed the absentee's leave plus a reasonable transition period determined by the Employer and not to exceed thirty (30) days.
- (ii) A temporary employee may be hired for a specific non-recurring position not to exceed twelve (12) months. The time periods may be extended with agreement of both parties. The release or discharge of such persons during the probationary period or at the end of the term or project shall not be the subject to a grievance or arbitration, and the expiry of a project shall not be deemed to be a layoff.
- (iii) In the event of a permanent vacancy, temporary employees shall not be hired to replace any permanent bargaining unit position, except for during the recruitment process, not to exceed three (3) months.
- (iv) A temporary employee employed in excess of six (6) months will be entitled to participate in the reduced group health benefit plan.

(f) Casual/Relief Employee

An employee who is hired for a position, for which there are no established hours on a daily, weekly or monthly basis; and who does not commit to be available for work on a regular basis, and who may elect to work or not to when asked to do so.

(g) Seasonal Full-time Employee

An employee in a single position who has completed their probationary period who is working in a program which coincides with the school year and has an annual summer lay-off period. A Seasonal Full-time Employee has the rights and benefits of a pro-rated full-time employee, but will not be entitled to displace pursuant to Article 14 during said lay-off.

1.03 (a) Contracting Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be contracted out if the contracting out of work or services would cause a layoff of a bargaining unit member.

(b) Work of the Bargaining Unit

Employees excluded from the bargaining unit shall not perform duties normally performed by members in the bargaining unit, which shall directly cause or result in the layoff of members of the bargaining unit.

1.04 Employees who are in more than one position at the same time cannot have their status updated based on the total number of hours worked (e.g. two temporary part time positions being held by one person is not equivalent to being a full time employee). The Employer will deem the most beneficial permanent position the person holds in order to determine eligibility for vacation and other entitlements.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union acknowledges that it is the exclusive right and function of the Employer to:

- a) Hire, assign, discipline or discharge for just cause, classify, transfer, layoff or recall employees.
- b) Generally to manage the Agency and all its enterprises in which the Employer is engaged in all respects and in accordance with its obligations, and without restricting the generality of the foregoing, the location of offices and programs, the location and number of employees required from time to time, the qualifications of employees, the assignment of work and the assignment of overtime work, the locations of its enterprises, schedules of work and vacations, reasonable standards of performance of all employees, and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement.
- c) To maintain order, discipline and efficiency and to make and alter from time to time, reasonable rules and regulations.

It is agreed that the Employer may exercise any of the rights, powers and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers, or functions or authority which are specifically abridged or modified by this Agreement or standards of law.

It is agreed that the Employer shall not exercise any of its rights in a manner that is inconsistent with the provisions of this Agreement.

- 2.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representative, which may conflict with the terms of this Collective Agreement.

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

- 3.01 The Employer and the Union agree that there shall be no discrimination against any employees by representatives of the Agency or representatives of the Union, nor shall there be any discrimination with respect to race, creed, colour, age, sex (including pregnancy), family status, marital status, place of origin, ethnic origin, Union activity or Union membership, gender identity, gender expression, sexual orientation or disability, and any other grounds that may be added in the *Ontario Human Rights Code*.
- 3.02 The Employer and the Union agree that there shall be no intimidation, harassment, or bullying exercised or practiced by the Employer, the Union or any of either of their representatives.

3.03 Accommodation

The parties agree that each party, and all employees, have an obligation to accommodate an employee, who for protected reasons under the *Ontario Human Rights Code*, requires accommodation in employment.

ARTICLE 4 - DUES DEDUCTION AND UNION REPRESENTATION

- 4.01 The Employer shall deduct Union dues from the wages of all Employees covered by this Agreement as of the first day worked.
- 4.02 The Employer shall forward such deduction to the Accounting Services Unit of the Union not later than the fifteenth (15th) of the month following the month in which the deduction was made. The Employer shall provide the Union with a list, from whom deductions were made, including their job title and status (i.e. full-time, part time, etc.) or on a leave of absence greater than thirty (30) days.
- 4.03 Dues deductions shall be in the amounts as stipulated in writing by the Secretary/Treasurer of the Union. The Employer shall endeavour to implement the changes in Union dues as soon as practicable.
- 4.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

4.05 The Employer agrees to recognize Union stewards and shall be updated regularly, in writing, with a list of stewards by the local Union.

4.06 In addition to the above employees, the Employer shall also recognize a Union Staff Representative who may be assigned to assist these employees in the discharge of their Union duties. A Union Staff Representative may enter the premises of the Agency to conduct Union business after receiving prior permission of the Chief Executive Officer or designate. Such permission will not be unreasonably withheld.

4.07 Employee Right to Representation

(a) At any meeting with the Employer that has the potential for formal discipline to be imposed, accommodations in employment, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of a steward. The Employer shall notify the employee of this right. Best efforts will be made by the Employer to accommodate an employee's choice of steward subject to the meeting being held in a timely fashion.

(b) The Parties further agree that where a steward is not readily available, the absence of the steward shall not negate any action taken, nor shall this clause require the Employer to call in or pay a steward not already at work.

(c) The parties agree that stewards shall obtain permission from their immediate supervisor or designate before leaving their regular duties to attend to their duties as steward, which permission will not be unreasonably withheld. Such time away from regular duties shall be without loss of pay.

4.08 All new bargaining unit employees will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the Collective Agreement. These interviews will be arranged in advance by the Unit Steward or designate and may be arranged collectively or individually. Upon hire, the Employer will advise the Unit Steward or designate of the name, job classification and start date of any newly hired bargaining unit employees.

4.09 Negotiating Committee

The Employer recognizes the Union Negotiating Committee comprised of five (5) members plus the Union Staff Representative. Such members shall attend negotiating meetings with the employer up to an application for conciliation

without loss in regular pay or benefits.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 It is the mutual desire of the parties that complaints of employees shall be adjusted quickly and effectively.

As provided in Article 4.07, an employee and their steward shall be given time off with no loss of pay or benefits to attend any grievance meeting with the Employer provided for in this Article.

- 5.02 For the purpose of this Article and Article 6, "days" shall mean Monday to Friday exclusive of weekends and paid statutory holidays.

- 5.03 For purposes of this Agreement, "manager or designate" means the first person to whom an employee reports who is excluded from this Collective Agreement because of managerial responsibilities.

- 5.04 The parties agree to engage in open and frank discussion and the sharing of necessary documents on a without prejudice basis during the grievance process with a view to resolving disputes where possible.

- 5.05 Complaint Stage:

An employee with a complaint shall have a verbal conversation about the matter with their manager or designee within ten (10) days of the circumstances giving rise to the complaint, or of the date on which the employee ought reasonably to have become aware of the circumstances. During this discussion, the employee will inform the manager or designee that such discussion should be considered as a complaint under the grievance procedure of this Agreement. The employee has a right of representation of a steward or designate for this stage. Their manager or designee shall give their answer within five (5) days of the discussion of the complaint. Failing settlement at the complaint step, within five (5) days of the answer or deadline for giving the answer, the matter may then be taken up as a grievance.

If the complaint is in regards to matters that fall under Article 3 (Harassment) where the complaint is against the supervisor or manager, the employee may discuss the matter with the Human Resources Director or designee.

- 5.06 A grievance shall be defined as "any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement."

5.07 Grievance Procedure

Step 2

Upon failing resolution of the complaint, an employee may file a formal grievance, with the Human Resources Director or designate within ten (10) days of the response to the complaint step. Both parties shall have the opportunity to meet in-person to try and resolve the grievance and additional meetings may be requested, if warranted. Neither the Employer nor the Union shall unreasonably deny a meeting request. The parties have a further ten (10) days to resolve the grievance, and the answer to the grievance shall be in writing within five (5) days of the final meeting.

A grievance presented to the Employer shall identify the nature of the grievance and the remedy sought, and should specify the articles of the agreement which are alleged to have been violated.

5.08 The time limits imposed on either party at any step of the Grievance Procedure may be extended by mutual agreement in writing, but otherwise time limits shall be strictly adhered to by both parties.

5.09 Discipline or Dismissal Grievances

An employee who has completed their probationary period and believes that they have been unjustly disciplined may submit a grievance directly to Step 2 within ten (10) days of receiving the discipline. An employee being dismissed may submit a grievance directly to Step 2 within ten (10) days of receiving their letter of dismissal.

5.10 Group Grievances

An employee grievance which is common to two (2) or more employees shall commence at the complaint stage. One (1) employee, or the Union, shall be designated to act as grievor on behalf of the named group of employees. Each employee to the grievance shall sign the grievance form.

5.11 Policy Grievances

A grievance by the Union or Employer arising directly between the parties concerning the interpretation, application or alleged violation of this Agreement which cannot be properly lodged as an employee grievance may be submitted by the Union at Step 2 of the grievance procedure within ten (10) days from circumstances giving rise to the grievance.

ARTICLE 6 – ARBITRATION

6.01 Arbitration Procedure

Failing settlement of any grievance under the foregoing procedure, the grievance may be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within ten (10) days after the decision under Step 2 is given or should have been given, the grievance shall be deemed to have been abandoned.

6.02 Where a grievance is referred to arbitration, the following procedure shall apply:

- (a) The party referring the grievance shall give written notice to the other party indicating that it intends to refer the matter to arbitration, giving the name and address of its appointee to the Arbitration Board.
- (b) Within ten (10) days after receiving such notice, the other party shall respond by indicating the name and address of its appointee to the Arbitration Board.
- (c) The two (2) appointees shall, within ten (10) days after receipt of the notice of the appointment of the second of them, appoint a third (3rd) person who shall be the chairperson of the Arbitration Board.
- (d) If the recipient fails to name an appointee or, if the two (2) nominees fail to agree upon a chairperson, an appointment may be made by the Office of Arbitration upon the request of either party.

6.03 (a) The Arbitration Board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any Employee affected by it.

- (b) The decision of the majority is the decision of the Arbitration Board but, if there is no majority, the decision of the chairperson governs.
- (c) Each party shall pay one-half (0.5) of the remuneration and expenses of the chairperson of the Arbitration Board. Each party will be responsible for the full cost of their nominee.
- (d) The Arbitration Board shall have jurisdiction to determine whether a grievance is arbitrable.

6.04 Jurisdiction

The Board of Arbitration or Arbitrator, as the case may be, shall not have the power to change this Agreement or, to alter, modify or amend any of its provisions or, to render a decision inconsistent with the express terms of this

Collective Agreement.

- 6.05 Upon mutual agreement, either party may submit the grievance to a single arbitrator, who shall have the same power as the Board of Arbitration.
- 6.06 The parties may agree to have the matter dealt with through a mediation/arbitration process with the appropriate changes to the above provisions.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 During the life of the Collective Agreement, neither the Union nor any of its officers or officials, nor any employee shall take part in, or call, or encourage any strike, sit-down, slow-down or any suspension of work against the Employer which shall in any way affect the operations of the Agency, nor shall the Employer or any of its officers or officials engage in any lock-out.

ARTICLE 8 - PERSONNEL FILE

- 8.01 An employee shall be entitled to have access to the employee's personnel file for the purpose of reviewing its entire contents. An employee wishing such access shall notify Human Resources in advance and make mutually acceptable arrangements. The employee shall review the employee's file in the presence of Human Resources or designate and shall not remove any material contained in it. A union representative may be present.
- 8.02 Twelve (12) months after a warning which involves a letter of reprimand and/or suspension has been issued, provided no further disciplinary action of a similar nature has been taken against the employee in the interim, the warning so given shall not be considered in subsequent disciplinary action and will be removed from the employee's personnel file.
- 8.03 Employees will be notified of any disciplinary action taken against them.
- 8.04 A request by an employee for a copy of documents in their file will not be unreasonably denied.

ARTICLE 9 - COMMITTEES

- 9.01 Joint Health and Safety Committee
- (a) The Employer and Union agree to maintain a Joint Health and Safety Committee, as required and defined by the *Occupational Health and*

Safety Act (hereinafter "OHSA"). Union representatives to the Joint Health and Safety Committee shall be bargaining unit members.

- (b) The Union agrees to select or appoint five (5) members of the Joint Health and Safety Committee from amongst its membership as per the *OHSA*, as may be amended from time to time. The Employer agrees to select a minimum of two (2) members of the Joint Health and Safety Committee from management.
- (c) The Joint Health and Safety Committee shall identify situations that may be a source of danger or hazard to workers and make recommendations to the Chief Executive Officer or designate for the improvement of the health and safety of workers. Meetings for this purpose shall be held quarterly or as required, at such times as mutually agreed upon by both parties.
- (d) The Joint Health and Safety Committee Members shall be entitled to time and pay in accordance with the *OHSA*.
- (e) The Union agrees to endeavour to obtain full cooperation of its membership in the observation of all safety rules and practices.
- (f) Respectful Workplace

The Employer and the Union recognize their joint obligation to:

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

9.02 Employee/Employer Relations Committee

- (a) Both parties agree to establish an Employee/Employer Relations Committee consisting of three (3) Union representatives and up to three (3) management representatives, with the capacity of either party to bring in an additional resource person from the Union or the Employer.
- (b) The committee shall meet every three (3) months and more or less frequently, by a mutual agreement. Each party shall notify the other party of the proposed agenda items one (1) week in advance of the meeting. The chairperson of the committee shall be selected by the Employer for the first meeting during the term of this Collective Agreement and thereafter shall alternate between a Union member and an Employer

member.

- (c) The purpose of the Employer/Employee Relations Committee is to discuss items of concern to management and employees. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- (d) Employees serving on the Employer/Employee Relations Committee shall not lose regular earnings for time spent attending meetings of the Committee.
- (e) It is understood and agreed that either party may be represented or assisted by an outside representative at any meeting of the committee. Employees shall have the right to the assistance of OPSEU/SEFPO Staff Representatives whenever necessary. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

9.03 Pay Equity Maintenance Committee

- (a) In order to ensure that pay equity concerns with respect to additional remuneration paid to employees doing the same or similar types of work are addressed, the parties agree to establish a standing joint pay equity committee. All rights will be retained as entitled to in the *Pay Equity Act*.
- (b) The committee will meet at least four (4) times per year. The committee will select co-chairs and the Agency will ensure that minutes of all meetings are kept.
- (c) The Agency will resource the committee with all relevant information and training in order that the committee can complete its work.

ARTICLE 10 – SENIORITY

10.01 Seniority shall mean an employee's length of continuous service from the last date of hire as detailed by the provisions of Article 10.03. For the purpose of clarity, an employee shall only be entitled to seniority once they have successfully completed their probationary period. Seniority shall be credited retroactively to their date of hire once they are assigned to regular employment.

10.02 Temporary employees will not accrue seniority. However, a temporary employee who is successful, during a temporary assignment, in securing a permanent position, and who successfully completes their probation period, will have their seniority credited retroactively to their date of hire into the temporary position and will be granted benefits and vacation in accordance with the Collective Agreement as of the original start date.

10.03 Seniority Lists

- (a) There shall be a seniority list for all full-time employees who have completed their probationary period which seniority shall be calculated from date of last hire according to 10.03(b), and as adjusted by other provisions of this Collective Agreement, and a separate seniority list for all part-time and Casual Relief employees who have completed their probationary period. Such lists shall be maintained by the Employer.
- (b) Seniority for part-time and casual/relief employees shall be in hours worked. For the purposes of transfer from full-time to part-time or vice-versa, or for the purpose of comparison between part-time and full-time employees, one year of seniority shall equal one thousand eight hundred and twenty (1820) hours and vice-versa. An employee transferring from part-time to full-time will be placed on the full-time seniority list at a point that reflects their accumulated hours of seniority at the time of transfer and will be granted benefits and vacation in accordance with the Collective Agreement.
- (c) Seniority for full-time, prorated full-time, and seasonal employees shall be calculated from date of last hire according to Article 10.03, and as adjusted by other provisions of this Collective Agreement.
- (d) Up-to-date seniority lists shall be sent to the Union in April and October of each year. Employees shall have thirty (30) days from the date of posting of the Seniority List to question their individual seniority, and if no complaints are received within the thirty (30) day period, the Seniority List shall be deemed to be correct.

10.04 Employees promoted to supervisory positions or transferred to other positions not covered by this Agreement shall retain but not accrue seniority, for no more than twelve (12) months.

10.05 Loss of Seniority and Service

An employee shall lose all service and seniority, and shall be deemed to have terminated employment if the employee:

- (a) voluntarily resign;
- (b) retire;
- (c) is discharged and the discharge is not reversed through the grievance and/or arbitration procedure;
- (d) is laid off for greater than twenty-four (24) months;

- (e) has been absent from scheduled work, without a reason satisfactory to the Employer, for a period of three (3) consecutive working days;
- (f) is absent due to illness or disability, for a period of thirty (30) months and remains at that time unable to return to work for the foreseeable future. Termination will be in accordance with the *Ontario Human Rights Code* and other relevant legislation.
- (g) fail to report for work after a lay-off within fourteen (14) calendar days after the date of recall notice is sent by registered letter to the employee's last address known to the Employer.
- (h) is a casual/relief employee and has not accepted a shift, if offered, for a period of three (3) months.

10.06 If any provision of this Article is found to conflict with the *Ontario Human Rights Code*, the *Ontario Human Rights Code* will apply.

10.07 Where an employee maintains more than one position in the agency, seniority will not accrue beyond eighteen hundred and twenty (1820) hours annually

ARTICLE 11 - PROBATIONARY PERIOD

11.01 Permanent full-time employees and part-time employees shall be on probation for the first nine hundred and ten (910) hours worked in the permanent position, during which time they shall not be entitled to seniority. An employee, who successfully completes their probationary period and is assigned to regular employment, shall be credited with seniority retroactive to the date of hire or as acquired under Article 10 above.

11.02 A temporary employee employed for at least nine hundred and ten (910) hours, who is successful in acquiring permanent status while holding a temporary position, will have their probation period reduced to four hundred fifty-five (455) hours.

ARTICLE 12 - JOB VACANCIES

12.01 Posting

- (a) When a permanent full-time or permanent part-time vacancy occurs in a classification in the bargaining unit in which the Employer intends to fill, or a new classification which falls under the bargaining unit is created by the Employer, such vacancy shall be posted both internally and externally simultaneously for a period of seven (7) consecutive calendar days.

Employees may apply for the posted position during this period. The top three (3) eligible internal candidates who meet the qualifications of the position shall be interviewed and apprised of the outcome prior to interviewing external candidate(s).

- (b) Employees in a temporary position are ineligible to apply for other temporary positions until ninety (90) days prior to the end of their fixed contract.
- (c) Employees in a temporary position are eligible to apply for a permanent position.
- (d) Bargaining unit job postings shall contain at a minimum, the nature of the position, qualifications, wage rate or salary range, and an indication that it is a bargaining unit position.
- (e) The Agency agrees to discuss with unsuccessful applicants ways in which they can improve for future postings, if requested.

12.02 Filling Vacancies

Internal candidates for vacancies or new jobs for greater than six (6) months shall be considered on the following basis:

- (a) The skill, ability, experience, education, and qualifications of the individual.
- (b) The seniority of the employee;

Where factor (a) is to all intents and purposes relatively equal as between two (2) or more employees, the relative seniority ranking shall govern, subject to the employee's right to lodge a grievance under the orderly grievance procedure as herein set forth.

12.03 On termination of a temporary placement, the employee shall be returned to their former position, if it exists, failing which the employee will be laid off and will have the options prescribed by Article 14.

12.04 The Union shall be notified of all hiring, terminations of employment, and the results of all job competitions.

12.05 Before any outside applicant is considered, the Employer will give consideration to applications that have been received from bargaining unit employees.

12.06 Temporary Promotion

An employee who is temporarily assigned to perform the duties of a higher paying position for at least one shift will receive pay at the step in the higher grid closest to, but not less than, their current rate , retroactive to the start day of such assignment.

12.07 Trial Period

An employee newly appointed to a position pursuant to Article 12.02 shall be regarded as on a trial period from the first four hundred and fifty-five (455) hours worked in their new position. During this period, the employee may return to their former position and salary if they so desire, or may be returned thereto by the Employer if the employee is not performing the duties of their new position satisfactorily.

12.08 If an employee returns, or is returned during their trial period to their former job and salary, such return shall be without prejudice to the employee's future promotion opportunities.

12.09 Job Descriptions

The Employer will provide the local Union with copies of all Agency job descriptions for bargaining unit positions at the signing of this agreement, and when any changes or modifications are done.

ARTICLE 13 – NEW CLASSIFICATIONS

13.01 If the Employer establishes a new classification or substantially changes a current classification, including the education level needed, in the bargaining unit, the Employer shall advise the Union prior to the new classification and the rate established. If requested, the Employer agrees to meet with the Union to discuss the wage rate and provide the proposed new job description. Where the Union does not agree with the rate established by the Employer, a grievance may be filed to arbitration within seven (7) calendar days of the meeting to discuss the rate, it being understood that any arbitration board shall be limited to establishing a rate based on the relationship existing amongst the other classifications in the bargaining unit and the duties and responsibilities of the classification involved.

The Employer agrees that they will not unreasonably change or establish a classification in order to cause a layoff, be able to transfer, or reduce the pay of an employee.

ARTICLE 14 – LAYOFF AND RECALL

14.01 If circumstances arise which might warrant a layoff or reduction of hours of employees covered by this Agreement, the Employer shall notify the Union forthwith. Upon receipt of such notice, the Union may request a meeting with the Employer to discuss:

- (i) The reasons for layoff or reduction in hours;
- (ii) Alternative action to avoid or minimize the scope of layoff or reduction in hours.
- (iii) The individuals to be affected and details of the proposed layoff.

Any agreement between the parties resulting from the above discussions concerning the method of implementation of the layoff will take precedence over the details of the layoff procedure described in this Article, provided that such Agreement is in writing, dated and signed by authorized representatives of both parties.

Such discussions and potential agreements will be undertaken in good faith by the Union and the Employer.

14.02 A layoff of employees shall be made on the basis of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary, temporary and contract employees shall be the first laid off. A layoff shall be defined as a permanent reduction in the workforce. For the purposes of this Article, seniority refers to all seniority accumulated up to posting of the most recent seniority list.

14.03 Notice

The Employer shall provide the Union and employees with a minimum of two (2) months' notice prior to permanent lay-off.

14.04 Recall

Employees shall be recalled in the order of seniority, provided that the employee is qualified to perform the available work. New employees shall not be hired until those laid off have been given an opportunity of recall.

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

- (a) Accept the layoff and be placed on a recall list for twenty-four (24) months;
or

- (b) Displace an employee who has lesser bargaining unit seniority in the same classification, or a lower paying classification, if the employee directly subject to layoff can perform the duties of the lower paying classification without training other than orientation.

If a full-time employee cannot displace a full-time employee under (ii), the employee may displace a permanent part-time employee who has lesser bargaining unit seniority in their classification, or lower paying classification, if the employee originally subject to layoff can perform the duties of the lower paying classification, without training other than orientation.

14.06 The Employer agrees that all laid off employees will not have to repay the Employer for the vacation and sick time used up to the date of notification of lay-off or reduction in hours.

14.07 Severance

- (a) A full or part time employee who has completed the probationary period and who is laid off in accordance with this agreement may elect to accept a termination package in the amount of two (2) weeks of regular wages in a non-overtime work week multiplied by the number of the employee's years of service and portions thereof to a maximum of twenty-six (26) weeks, inclusive of any obligation under the *Employment Standards Act*, less statutory deductions and such calculation of years of service shall be calculated from the last date of hire to the date of layoff.
- (b) An employee who elects at any time during the recall period prior to being recalled to terminate their employment shall be entitled to and receive the termination package at which time the employee's name shall be removed from the recall list, the employee shall relinquish any seniority rights as well as the right to be recalled to employment and the Employer shall have no further obligation with respect to such employee.
- (c) An employee who has not received a notice that they are to be laid off under this Article may offer to the Employer that they be selected to be laid off and, in the case that the Employer accepts that offer, the offering employee will, notwithstanding anything to the contrary contained in this Agreement, be deemed to be properly laid off without the right to displace a more junior employee having and waived the right of recall on receiving the calculated package as stated in (a) above.
- (d) In the event of a layoff of an employee or other period of inactive employment including any kind of leave of absence in which the employee is entitled to receive and pay its share of insured benefit premiums, the employer shall pay its share of the insured benefit premiums up to the end of the month following the month in which the

layoff, leave or other period of inactivity commenced.

- (e) The employee may continue to pay full premium cost of a benefit or benefits for up to a further three (3) months. Such payment can be made through express arrangement with the Employer in the event that such payment is in accord with insurer provided that the employee informs the Employer of their intent to do so at the time the layoff, leave or other period of inactivity commenced and arranges with the Employer the appropriate payment schedule.
- (f) The Employer shall seriously consider any proposed Voluntary Exit Initiatives (VEI) and Early Retirement Incentives (ERI) to avoid potential layoffs. Compensation for these programs will be negotiated by the Union, Employer and Employee based on available financial resources at the time of layoff.

ARTICLE 15 - PERSONAL LEAVES OF ABSENCE

15.01 Personal Leave

- (a) An employee who wishes an unpaid leave of absence for personal reasons shall make their request to their Manager or designee, stating the reason for and length of the leave. Requests for compassionate leave and for unforeseen emergencies shall be handled in this manner. The Employer will use its best efforts to grant these requests, and will respond with a decision in writing within two (2) weeks of the request being submitted. Such leave will not be unreasonably denied.

- (b) Domestic or Sexual Violence Leave

The Employer will grant a job protected leave of absence up to ten (10) days and fifteen (15) weeks in a calendar year of time off to be taken for specific purposes when an employee or an employee's child has experienced or been threatened with domestic or sexual violence. The first five (5) days of leave taken in a calendar year are paid, and the rest are unpaid.

15.02 Leaves shall be granted in accordance with the *Employment Standards Act*.

15.03 Pregnancy and Parental Leave

- (a) Pregnancy and Parental Leave will be granted in accordance with the *Employment Standards Act, 2000*.
- (b) Employees have a right to accrue credit for both seniority and vacation leave entitlement during the Pregnancy and Parental Leave.

- (c) The Employer shall continue benefit coverage, and continue to pay its share of all benefit premiums, for employees on Pregnancy and Parental Leave. Employees will be required to pay their share of premiums during the leave.
- (d) Employees who participate in the Pension Plan may choose to continue their contributions during the period of their leave by submitting post-dated cheques prior to the start of the leave. The Employer will continue to match contributions made during the leave in accordance with the Plan. Pension contributions will continue on any top up earnings employees on leave may receive. It is the employee's responsibility to notify HR, in writing four (4) weeks of leave start date, if they wish to continue their Pension contributions in addition to the Pregnancy and Parental Leave Top-Up.
- (e) Pregnancy and Parental Leave Top-Up

Employees are eligible for fifty (50) percent of basic weekly earnings to a maximum of four hundred dollars (\$400.00) per week. Benefit is payable for a maximum of fifteen (15) weeks, and only when the employee is in receipt of EI maternity/parental benefits. Normal payroll deductions apply.

Criteria:

- (i) In no case can the combined EI maternity/parental leave benefit and the Pregnancy and Parental Leave Top-Up exceed ninety five (95) percent of gross weekly earnings.
- (ii) The Pregnancy and Parental Leave Top-Up is available to one parent in receipt of EI maternity/parental leave benefits.

Note: This applies to an employee who applies for and is in receipt of EI maternity/parental leave benefits on or after the first day of the month following ratification of the new collective agreement. For greater clarity, the maternity/parental top-up is for maternity/parental leaves that begin on or after the first day of the month following ratification of the collective agreement. The benefit is not retroactive and is not available to employees who are currently on maternity/parental leave.

15.04 Legal Proceedings and Jury Duty

If a permanent full-time or part-time employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not suffer any loss of the employee's earnings because of such attendance during the employee's

regularly scheduled workings hours provided that the employee:

- (a) Notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- (b) Presents proof of service requiring the employee's attendance;
- (c) Provides the Employer the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt where available.
- (d) It is understood and agreed that attendances at court required during the normal course of an employee's duties will be paid as hours worked.

15.05 Bereavement Leave

Definition of an Employee's Immediate Family Member

Husband, wife, same sex partner or common-law partner living in a communal relationship, children, step-children, parents, step-parents, person "in loco parentis", brothers, sisters, grandparents, and grandchildren. Employees having suffered a miscarriage shall be entitled for five (5) days bereavement leave.

Definition of an Employee's Extended Family Member

Parents-in-law, sons-in-law, daughters-in-law, grandparents-in-law, step-grandchildren, brothers-in-law, sisters-in-law, and foster children living in the employee's home at the time of death.

15.06 An Employee shall be entitled to leave of absence without reduction of salary or benefits up to the maximum number of working days noted below for the purpose of attending the funeral or ceremony and grieving the death of a family member. Proof of death of a family member may be requested by the Employer to qualify for all leaves of absences with pay. In the case of additional travel time below, proof of location and travel to the funeral will be required for such leave of absences with pay.

- (a) Immediate Family member: Five (5) days.
- (b) Extended Family Member: Three (3) days.
- (c) For a funeral or ceremony for a death not covered above, employees will be entitled to one (1) day leave of absence with pay.
- (d) An additional two (2) days will be granted for travel to a funeral more than three hundred (300) kilometres from the employee's primary work location

for leaves described in (a) and (b).

- (f) Employee reserves the right to defer the use of bereavement days for up to one (1) year. (i.e. spring internment, cultural burial customs, etc.)

15.07 Effect of Absence

- (a) Where any personal leave of absence without pay exceeds thirty (30) calendar days, the Employer subsidies for any benefits shall cease. Employees on such leave shall have the right to continue participating in health, dental and travel for which they are eligible, provided that they assume the full responsibility of the cost of such premiums for the period of the absence. The Employer will advise, in writing, to any employees considering a personal leave or on a personal leave, what their rights and entitlements to benefits are during the leave.
- (b) In the instance of an employee absent due to legitimate illness, Employer subsidies for eligible benefits (as defined in Article 24) shall cease after an absence of eighteen (18) months.
- (c) It is understood that during any leave of absence not exceeding the periods described in (a) and (b) above, both seniority and service will accrue. During a leave of absence without pay exceeding thirty (30) working days, credit for service for the purpose of salary, vacation, sick leave or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended, except as specified herein
- (d) The above provisions shall not apply to an employee absent on a leave as indicated in the *Employment Standards Act*, or accommodations under the *Ontario Human Rights Code*.

ARTICLE 16 – UNION LEAVE OF ABSENCE

- 16.01 The Employer, upon two (2) weeks' written notice from the Union shall grant a leave of absence without pay to employees appointed by the Union to attend Union functions (excluding any leave under Article 16.02 and 16.03) providing the granting of such leave does not unreasonably interfere with the efficient operations of the Employer, and that no more than three (3) employees shall request such leave at any one time.
- 16.02 When an employee is elected as the Union's President or First Vice-President (Provincially) the Union shall, immediately following such election, advise the Employer of the name of the employee so elected. A leave of absence shall be granted from the employee's place of employment for the duration of the current term of office.

When the employee returns at the conclusion of the leave of absence, they will return to the position that they held at the commencement of the leave if it exists, failing which they will be deemed to be laid off in accordance with Article 14.

- 16.03 Where an employee is elected or appointed as an Executive Board member or Executive Officer of OPSEU, such employee shall be granted a leave of absence with pay and benefits to exercise the duties of such appointment, provided that the employee gives the Employer at least four (4) weeks' written notice, and such leave shall be restricted to one (1) employee at any one time.
- 16.04 The Employer will continue to pay wages and benefits and then invoice the Union for reimbursement for any leave granted under Article 16.01, 16.02, or 16.03.

ARTICLE 17 – TECHNOLOGICAL CHANGE

- 17.01 The Employer shall notify the Union as far in advance as practicable of any technological change which the Employer has decided to implement which will significantly change the status of employees in the bargaining unit. The Employer shall meet with the Union to discuss the effects of any such technological change and to consider practical ways and means of minimizing the adverse effect, if any, on the employees.
- 17.02 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training, with due consideration being given to the employee's previous educational background, during which they may perfect or acquire the skills necessitated by the newer method of operation.

ARTICLE 18 - MAJOR REORGANIZATION/RESTRUCTURING/AMALGAMATION

- 18.01 In the event of a major reorganization, restructuring, amalgamation (partial or full), or sharing of services of the Employer which may result in a loss of bargaining unit jobs, other than a program closure, the Employer shall notify the Union of such plans as far as practicable in advance so that the parties may meet, at the request of the Union, to discuss possible ways and means of minimizing the impact including:
- (a) Identifying and proposing alternatives to any action that the Employer may be considering;
 - (b) Identifying and seeking ways to address retraining needs of Employees.
 - (c) In the event that the Employer closes a work location and transfers services to another work location, employees employed at the closing

work location shall be given first opportunity to fill the available positions at the receiving location, provided they are qualified to perform the available work.

- (d) Any agreement between the Employer and Union concerning layoff and recall will take precedence over the terms of layoff and recall in this Agreement.

ARTICLE 19 - HOURS OF WORK

- 19.01 (a) The normal hours of work for all employees shall be seven (7) hours per day excluding the lunch period which shall be unpaid.
- (b) The Agency's normal hours of operation are from 8:30 a.m. to 4:30 p.m. from Monday through Friday. Hours of work may vary depending upon employee's assignment.
- (c) Employees may propose an alternate schedule of flexing of hours of work based on the need to accommodate clients of the program in which the employee works. Such a request will be granted by management in its discretion and taking into account operational considerations.
- (d) Overtime and Banked Hours
- (i) All overtime must be approved in advance by the employee's supervisor before it is worked.
 - (ii) In the event that a full-time employee is required to work more than thirty-five (35) hours in a given week, where possible, time off will be taken such that the employee averages seventy (70) hours of work in a two-week pay period.
 - (iii) Where a full-time employee is required to work in excess of seventy (70) hours in a two-week pay period, and less than eighty (80) hours in that pay period, such hours will be banked on an hour-for-hour basis;
 - (iv) Where a full-time employee is required to work in excess of eighty (80) hours in a two-week pay period such hours will be banked on the basis of one and one-half (1 ½) hours for each hour worked in excess;
 - (v) Employees wishing to perform additional work on a voluntary basis that would result in their hours of work exceeding the threshold in paragraph (iv) above may do so at straight time upon prior written

approval and provided that their hours or work do not exceed forty-four (44) hours in a week.

- (vi) Banked time shall be booked within ninety (90) calendar days at a time mutually agreed between the employee and the employee's manager, or, failing agreement, at a time directed by the manager or designate.

It is the joint responsibility of the Employer and employee to ensure banked time is managed.

- (vii) Whenever Christmas Eve (December 24th) and New Years Eve (December 31st) fall on a regular scheduled work day (Monday to Friday), regular business hours for all AFS offices shall be 8:30 am to 12:00 pm (noon). In such instances, this shall be considered full workdays for those staff who work on these dates. Employees will be paid their entire regularly scheduled shift up to 7 hours.

Employees who do not work on these shortened work days shall be required to book a half day vacation or flex-time off.

19.02 Lunch Periods

- (a) The duration of the lunch period shall be one (1) hour.
- (b) Lunch breaks will be scheduled on all workdays.
- (c) In the event that it is necessary for an employee to attend to the needs of a client during the period of their lunch break, they shall be entitled to take the break at some other period during the hours of work. Employees should not work for more than five (5) consecutive hours without at least a half hour unpaid break.
- (d) An employee who is authorized by their manager or designee to work through the lunch break and cannot schedule a lunch break under (b) above shall be entitled to claim one (1) hour overtime or lieu time which shall be compensated in accordance with Article 19.01(d).

19.03 Notwithstanding 19.01 and 19.02 above, it is understood and agreed that employees who work in section 23 classrooms may not be responsibility-free during their meal period. Accordingly, such employees will be scheduled and paid for a seven hour period and will take time off as their duties permit.

19.04 Rest Periods

All employees covered by this Agreement are entitled to one (1) fifteen (15) minute paid rest period in each half of their normal hours of work and an additional fifteen (15) minute paid rest period for each three and a half (3.5) hours worked in excess of the seven (7) hours worked per day.

19.05 Temporary Abbreviated Work Schedule (TAWS)

The Employer shall provide employees with the opportunity to arrange a Temporary Abbreviated Work Schedule, consisting of a work week that is less than the standard thirty-five (35) hours, for a mutually agreed-upon period of time. The Employer agrees to respond with a decision in writing within two (2) weeks of the request being sent. Requests will not be unreasonably denied. Annual entitlements will be adjusted accordingly to reflect reduction in hours.

19.06 Trips with Youth/Clients

Employees who voluntarily take children on camping trips or similar excursions which require continuous supervision shall be compensated on the basis of a regular straight time work day and, in addition, they will receive eight and three quarters (8.75) hours of time off with pay at a mutually convenient time for each 24-hour period of such trip or excursion.

ARTICLE 20 – PREMIUM PAY

20.01 An employee who reports for work as scheduled unless otherwise notified by the Agency shall receive a minimum of three hours pay. This shall not apply to employees who are required to attend regularly scheduled meetings.

20.02 Notwithstanding Article 20.01 above, employees required to provide on-call services to Intensive Treatment Services or “home based” clients will be compensated in accordance with Policy Number HR-10.07 “ITS/TFC On-Call Services Process/Compensation”.

20.03 Effective April 1st each fiscal year, Human Resources shall allocate to designated ITS/TFC and other employees, who are required to be on-call during their regular work week forty-nine (49) hours of Compensatory Time to be used during the fiscal year. Employees working less than full-time or actively working in a designated position less than the full fiscal year will receive a pro-rated portion of this Compensatory Time.

20.04 Employees will not be on call for any Statutory Holidays.

ARTICLE 21 - INCLEMENT WEATHER/AGENCY CLOSURES

21.01 Authority to close an office due to inclement weather or for any other reason on what would normally be a work day shall rest with the Chief Executive Officer or designate. Where such a closure occurs, staff, who have reported for work may return home with pay if they wish, and those who do not report for work will be paid as if they worked their normal work day.

21.02 In cases when the OPP or Ministry of Transportation report road closures, the Chief Executive Officer or designate will make the appropriate contacts for the closure of affected offices.

21.03 If an employee chooses not to attempt to travel due to inclement weather, and the Agency has not been declared closed, the employee may request to work from home or the day will be unpaid, or staff may elect to use vacation, personal, lieu time accumulated to that date or work from home.

21.04 Extenuating circumstances will be considered by the Chief Executive Officer, or designate.

ARTICLE 22 – HOLIDAYS

22.01 The following shall be recognized paid holidays:

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

New statutory day(s) will be added if legislated.

22.02 All full-time employees will be given two (2) float days paid at the regular rate on April 1st each year, for Remembrance Day and National Day for Truth and Reconciliation. The float days cannot be carried over to another year and must be used in full day increments. In the event that Remembrance Day or National Day for Truth and Reconciliation become a provincial statutory holidays, the float day will be taken on the designated day.

22.03 Subject to Article 22.06 below, a full-time employee shall be entitled to receive a recognized holiday off with pay in the amount of the employee's regular straight

time earnings unless they fail, without reasonable excuse, to work the scheduled work day immediately preceding and following the holiday

- 22.04 Employees other than full-time employees who are not required to work on a paid holiday will be compensated for such day subject to the conditions, and in accordance with the formula, provided for in the *Employment Standards Act*.
- 22.05 Employees working on a statutory holiday shall be paid at the rate of one and one (1½) half times their regular rate of pay and will receive one (1) day off with statutory holiday pay at a time mutually agreed to within a one (1) month period or absent agreement at a time designated by the employer.
- 22.06 If any of the designated holidays fall during the employee's scheduled day off, provided the employee has qualified for the holiday in accordance with the *Employment Standards Act*, another day shall be substituted for the holiday at a time mutually agreed to within a one (1) month period or, absent agreement, at a time designated by the Employer.
- 22.07 Any employee who requests a float day on the National Day of Truth and Reconciliation will be granted by the Employer.
- 22.08 Float days have no cash value and will not be paid out upon employment ending. Employees having used more float days than they have earned will have their final pay adjusted accordingly.

ARTICLE 23 – VACATIONS

- 23.01 The vacation year shall run from April 1 in any year to March 31 in the following year.
- 23.02 Full-time employees shall receive vacation with pay on the following basis:
- (a) Newly hired employees shall be entitled to two (2) weeks' vacation leave with pay. Employees with less than one year of service and who have their employment terminated during that year shall receive four percent (4%) of their total wages as pay in lieu of vacation.
 - (b) Employees who have greater than one year of service but less than five (5) years of service shall receive four (4) weeks' vacation leave with pay.
 - (c) Employees who have greater than five (5) years of service but less than ten (10) years shall receive five (5) weeks' vacation leave with pay.
 - (d) Employees who have greater than ten (10) years of service shall receive six (6) weeks' vacation leave with pay.

- (e) Employees who have greater than twenty-five (25) years of service shall receive seven (7) weeks' vacation with pay.

23.03 Vacation Scheduling

- (a) Employees will indicate their preferred vacation for the period of April 1st to March 31st by February 1st of each year and such vacation shall be allocated by seniority. After February 1st, vacation for this period will be allocated on a first come basis.
- (b) Mutually agreed changes between employees shall be subject to the approval of management, which approval shall not be unreasonably withheld.
- (c) The Employer shall endeavor to accommodate the wishes of Employees with respect to vacation scheduling requests. Scheduling shall be done on a program by program basis taking into account operational needs in each program. In case of conflicting vacation requests, seniority in that particular program shall govern.
- (d) Vacation time can be used in one (1) hour increments.
- (e) Notwithstanding the aforementioned, carrying over five (5) vacation days noncumulative will be allowed from one fiscal year to the next.

23.04 Where an employee is hospitalized, the vacation time will be credited to their vacation bank and the time will be considered sick leave. Entitlement under this provision shall be subject to the notification of the employee's manager as soon as practicable and to the provision of satisfactory proof of hospitalization if required.

23.05 Other Employees

- (a) Seasonal and Pro-Rated Full Time employees will receive a pro-rated vacation entitlement based on the entitlements outlined in 23.02 above.
- (b) Permanent part-time, Temporary full-time, and Casual/Relief shall receive four percent (4%) vacation pay with each pay. These employee classifications will be granted two (2) weeks' leave at the end of each completed year of service. Permanent part-time employees will be granted six percent (6%) vacation pay and will be granted three (3) weeks' leave at the end of each year of service after the equivalent of five (5) years' service, and will be granted eight percent (8%) vacation pay and four (4) weeks' leave after the equivalent of ten years of service.

- (c) Temporary full-time employees and permanent part-time employees have the option to accrue vacation pay as outlined in (b) above to be utilized as vacation days within the fiscal year. These employees may change their option of accrual or vacation pay by March 31st of the fiscal year for the following year's entitlements.
- 23.06 (a) For the purpose of vacation entitlement, service for those employees whose status has changed from full-time to part-time or vice-versa shall mean combined full-time and part-time service. For the purpose of calculating vacations, one thousand eight hundred and twenty (1820) hours of part-time work is equivalent to one (1) year of full-time service.
- (b) For the purpose of vacation entitlement, service for those employees whose status has changed from Temporary to Permanent, shall mean their combined service. For the purpose of calculating vacations, one thousand eight hundred and twenty (1820) hours of work is equivalent to one (1) year of full-time service.
- 23.07 Employees voluntarily terminating their employment are entitled to vacation pay for any vacation earned and not used. Employees terminating their employment and having used more vacation days than they have earned will have their final pay(s) adjusted accordingly.

ARTICLE 24 – INSURED BENEFITS

- 24.01 Full-time employees, seasonal, and pro-rated full-time employees who are actively employed and have completed the eligibility period will be covered by the following benefits the premiums of which will be paid one hundred percent (100%) by the Employer:
- a) Life Insurance – 2 times salary, coverage ends at age sixty-five (65); \$25,000 from the ages of 65th to 70th birthday.
 - b) Dependent Life Insurance, coverage ends at age 65
 - c) Weekly Indemnity (sixty seven percent (67%) wages after qualification, max. seven hundred and fifty dollars per week (\$750/wk), ends at sixty five (65); The Employer will provide Weekly Indemnity for a maximum single entitlement of seventeen (17) weeks in total which may be used in whole or in part for employees between the ages of sixty five (65) and seventy (70).
 - d) Accidental Death and Dismemberment Benefit; coverage ends at sixty five (65)

- e) Extended Health Care Plan – Coverage ends on 75th birthday
- f) Dental Coverage – Current ODA Rates, less one year – Coverage ends on 75th birthday
- g) Vision Coverage – four hundred dollars (\$400) every two (2) years – Coverage ends on 75th birthday
- h) Travel Coverage; Coverage ends on 75th birthday
- i) Psychotherapy coverage
- j) Increase Orthodontic Coverage to \$3000

24.02 Temporary employees who are actively employed and who have been employed on a full-time basis for at least six (6) months will be covered by a different plan, which will be paid one hundred percent (100%) by the Employer which will include, but will be subject to the criteria and limitations prescribed by the Plan.

- a) Life insurance flat \$25,000, coverage ends at age seventy (70)
- b) Weekly Indemnity (sixty seven percent (67%) wages after qualification, max. seven hundred and fifty dollars per week (\$750/wk), ends at sixty five (65); The Employer will provide Weekly Indemnity for a maximum single entitlement of seventeen (17) weeks in total which may be used in whole or in part for employees between the ages of sixty five (65) and sixty nine (69).
- c) Accidental Death and Dismemberment Benefit; coverage ends at sixty five (65)
- d) Extended Health Care Plan – coverage ends on 75th birthday
- e) Dental Coverage – eighty (80) percent Co-Insurance – Current ODA Rates, less one year; coverage ends on 75th birthday
- f) Vision Coverage – two hundred and fifty dollars (\$250) every two (2) years; coverage ends on 75th birthday
- g) Travel Coverage; coverage ends on 75th birthday

24.03 Full-time employees, seasonal, and pro-rated full-time employees who are actively employed will also be covered under a Long Term Disability Plan and the Employer shall pay the full premium cost of such coverage. Entitlement will be subject to the terms of the policy and will be determined by the Insurer. Coverage ends at age sixty-five (65).

24.04 The Employer agrees to continue providing occupational accident insurance coverage similar to that currently in place with Chubb Group.

24.05 It is understood that the Employer may at any time substitute another carrier for any insurance plan provided the benefits identified above are not decreased. Before making such a substitution, the Employer shall notify the Union of the proposed change. Upon a request by the Union, the Employer shall provide to the Union details of the benefit plans contracted for.

24.06 Sick/Personal Wellness Credits

- (a) Permanent full-time employees will receive twelve (12) days of sick/personal wellness credits (84 hours) at the beginning of the fiscal year, to be used for personal illness, illness of a dependent, to attend medical appointments, or to tend to their mental or physical wellness.

Temporary full-time and part-time employees shall receive 0.5 days (3.5 hours) of sick/personal wellness credits for every one-hundred and fifty-one (151) hours worked. This shall be capped at six (6) days/forty-two (42) hours per fiscal year.

- (i) Sick/personal wellness credit award for temporary full-time and part-time employees will occur once probationary period has been completed; sick/personal wellness credits earned will be awarded on a monthly basis.
- (ii) Sick/personal wellness credits for temporary full-time and part-time employees can only be utilized as they are earned.
- (b) The entitlement above can be used at the employee's discretion.
- (c) Seasonal and pro-rated full-time employees will receive a pro-rated sick/personal wellness credits entitlement.
- (d) Sick/personal wellness credits cannot be carried over from one fiscal year to the next.
- (e) There is no cash value to unused sick/personal wellness credits, either during or at the end of the employment relationship.
- (f) An employee who currently has a historical sick bank from previous amalgamations will be entitled to continue drawing from this bank if needed in addition to accessing sick bank entitlements under the Collective Agreement, to cover the qualification period under the short term disability policy or to be used as top up to the weekly indemnity as indicated in Article 24.01 or 24.02 above or prior to accessing the sick time

bank as indicated in Article 24.06. There is no cash value to these banks upon departure from employment.

- (g) Employees over the age of 65 will be allowed to accumulate the twelve (12) sick/personal wellness credits per year to a maximum of 60 days. Unused sick/personal wellness credits will be paid out at 50% on the employee's retirement. This will not apply to historical sick banks per article 24.06 (f) in the current Collective Agreement. The use of any sick/personal wellness credits will be subject to the current eligibility requirements including doctor's notes and/or adjudication by the Employer or agent of the Employer.

24.07 Medical Notes

Medical notes may be requested, at the discretion of Employer, after an illness of five (5) consecutive days. The Employer will reimburse/pay the cost of the Medical Practitioner's notes or forms with satisfactory proof of a receipt or invoice, if requested by the Employer.

24.08 Pension

The Employer is enrolling with Colleges of Applied Arts and Technology (CAAT) Pension DBPlus defined benefit plan. The Employer and Employees will abide by the terms and conditions of the plan and as guided by CAAT, as they may be amended from time to time. The terms of the plan are detailed in Appendix B.

Employees will contribute two (2), four (4) or six (6) percent (%) of their base gross pay in accordance with the CAAT plan. The Employer will match the contribution at two (2), four (4) or six (6) percent (%) respectively of an employee's base gross pay in accordance with the CAAT plan.

Enrollment with CAAT is mandatory for:

- Permanent full-time, permanent pro-rated, seasonal, and permanent part-time employees already participating in the present RRSP.
- New employees who are Permanent full-time, permanent pro-rated, seasonal, and permanent part-time employees, upon completion of their probation period.

Enrollment with CAAT is optional for:

- Casual employees who have completed 24 months of employment.

Employees nearing retirement and/or were never contributors to the RRSP will have the option of opting out of joining the pension plan for the first 12 months

the plan is in effect. Thereafter, Employees must choose to permanently opt-in or out.

Employees nearing retirement who choose to Opt-Out will be eligible for the employers matching of RRSP contribution for the first 12-months the plan is in effect.

24.09 Group Benefits

- (a) The Employer shall make available to each employee who qualifies with the detailed Employee Benefit Booklet on line.
- (b) The Employer may change carriers for the benefit plan to maintain satisfactory service and economy. However, current benefits will be maintained at the same level or greater as was in place prior to ratification.
- (c) The Employer agrees to pay one hundred (100) percent of the premiums for all employee benefits.
- (d) The Employer agrees to consider the OPSEU Joint Trustee Benefit Fund (OJTBF) when going to market for new benefit carriers.

ARTICLE 25 – WAGES

25.01 During the term of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages for the respective Classifications set out in Schedule “A”, which schedule forms part of this Agreement.

25.02 Salary Scale

Each employee shall be provided with an itemized statement of their salary, overtime, and other supplementary pay and deductions. Salaries shall be paid every two (2) weeks. Salaries shall be as listed in Appendix A attached to and which forms a part of this collective agreement.

25.03 Salary Progression

Salary progression for all employees shall revert to the anniversary date of their employment or subsequent reclassification.

ARTICLE 26 – PROFESSIONAL RESPONSIBILITY AND DEVELOPMENT

26.01 The Employer and employees agree to recognize their respective professional responsibilities and governing legislation.

- 26.02 It is understood that final responsibility for the approval of individual Professional Development proposals shall rest with the Employer.
- 26.03 In cases where the Employer requires that an employee attend Professional Development course or testing/exam, the Employer shall pay all reasonable expenses incurred in accordance with the Travel Expense Claim Reimbursement policy. Attendance at such professional development activities shall be compensated up to a maximum of nine (9) hours per day. However, these hours will not be included for purposes of calculating overtime.
- 26.04 The Employer agrees that it will maintain general liability insurance policy. The employer agrees to provide its insurance certificate information to any member who requires this information in order to register with their prospective college.
- 26.05 (a) All permanent full-time, pro-rated full-time and seasonal employees who are pursuing a developmental plan pre-approved at the Employer's sole discretion and which is relevant to the work of the Agency shall be reimbursed a maximum of seven hundred dollars (\$700.00) for a full credit course, and four hundred dollars (\$400.00) for a half-credit course, upon provision to the Employer of sufficient proof of the expense and successful completion of the course. Permanent part-time employees will receive fifty (50) percent of the above entitlement.
- (b) Employees voluntarily terminating their employment prior to two (2) years of full-time employment will reimburse the employer as follows:
- (i) Employee leaves after completing 25% of the time (2,730 hours) – 75% reimbursement
 - (ii) Employee leaves after completing 50% of time (1,820 hours) – 50% reimbursement
 - (iii) Employee leaves after completing 75% of time (910 hours) – 25% reimbursement

Employees will have their final pay adjusted accordingly.

ARTICLE 27 – TRAVEL EXPENSES/ALLOWANCES

27.01 Mileage Reimbursement

- (a) An employee who is required to use their vehicle on Employer business shall be paid sixty cents per kilometre (\$0.60/km) or as per Agency policy, whichever is greater.

- (b) All employees shall be assigned a designated work location. An employee travelling to any other work location on Agency business shall be compensated for the mileage travelled to such work location either from home or the designated work location, whichever is less.
- (c) Should an employee be required to travel to a destination in excess of one hundred (100) kilometres away the employee should attempt to secure an agency vehicle when available. If not available, employees will be required to travel by rental vehicle (where available) or flight, as determined by management.
- (d) Employees who are authorized to use their own vehicle will ensure that a minimum insurance coverage is maintained by the employee on the vehicle for which compensation is accepted. Minimum coverage will be no less than one million (\$1,000,000) inclusive of third party liability, with provisions for comprehensive and collision coverage.
- (e) In February of each year the Employer, if requested, will issue to each employee who uses their vehicle for Agency work, along with their T-4 tax forms, a statement of kilometers travelled and paid by the employer to such employee for income tax purposes.

27.02 Meal Allowances

The Employer will subsidize the cost of meals to employees while travelling on approved business, out of town. If an employee is reasonably required to be out of town during the following meal times, the following amounts will be paid:

- (a) Breakfast: Fifteen dollars (\$15.00)
- (b) Lunch: Twenty dollars (\$20.00)
- (c) Dinner: Thirty-five dollars (\$35.00)

ARTICLE 28 – MISCELLANEOUS

28.01 Use of Volunteers and Students

Volunteers and students do not replace employees or paid positions. The use of volunteers shall not be expanded beyond the existing practice or without prior consultation with the Union.

28.02 Bulletin Boards

The Employer agrees to provide a bulletin board at each agency leased or owned site for the purpose of posting Union notices. Such notices will be signed

and posted by officers of the Union only and will be submitted to management for review prior to posting.

28.03 Cost of Printing

The cost of printing the collective agreement will be shared equally by the Employer and the Union. The collective agreement will be printed by the Union and the Employer's share will be billed back to the Employer.

28.04 Quality Public Services

(a) The Employer agrees that it will notify the Union of any proposals being seriously considered to any services that are covered by this collective agreement that would involve the transfer, conveyance, disposition or sale of an undertaking, all or part of a business, enterprise, institution, program, project or work currently carried out by the Employer and employees covered by this collective agreement to another organization.

(b) Contracting In

The parties agree that the Employer Employee Relations Committee will review any existing contracted out work or work conducted by consultants which would otherwise be bargaining unit work, with a view to assessing the practicality and cost-effectiveness of having such work performed in-house by members of the bargaining unit.

(c) On May 15 and November 15 of each year, the Employer will provide the Union with disclosure of all existing contracts for work that is covered under the OPSEU/SEFPO collective agreement. This shall include, but not be limited to, information about the contractors, the length and cost of the contracts, specifics as to the services/work provided.

ARTICLE 29 – WORKLOAD

29.01 (a) The Employer is responsible to provide services in accordance to Accreditation Standards, governing legislation, Ministry guidelines, regulations, the Employer Strategic Plan and Employer policies and procedures. The Employer recognizes that the key to achieving this goal is 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 employees and recognizes the inherent worth and dignity of every employee. The Employer recognizes its role in the management of workload on an on-going basis.

(b) It is the goal of the Employer to keep workload ranges to as manageable levels as possible.

- (c) In an effort to address individual workload issues, an employee or a supervisor may request a workload review to outline specific issues. A plan shall be made in writing between the employee and supervisor in order to address concerns. This will be documented on a supervision note.
- (d) Where the employee and the supervisor are unable to develop an agreeable plan, the employee, a designate from the Union, and the Employer shall meet within fifteen (15) business days to establish a plan.
- (e) If improvement is not achieved within thirty (30) business days, a workload alert form which identifies areas of concern, barriers, data, solutions attempted, and reasons they weren't successful, will be completed by the employee and/or supervisor and forwarded to the manager, the Director of Services, and the Union Local President (or designate). If the parties are unable to come to an agreement on workload, the matter shall be grievable by the Union. It is understood that this provision shall not restrict an employee's right to file a grievance over a violation of other clauses in the collective agreement.
- (f) The Employer further agrees that supervisors and employees will work together to schedule protected documentation time for employees to complete case documentation.
- (g) This process will not be utilized for any disciplinary action.
- (h) This process may be amended, in a Letter of Understanding, by mutual agreement at the Employer Employee Relations Committee.

ARTICLE 30 – TERM OF AGREEMENT

30.01 This Agreement shall be in effect from April 1, 2023 until March 31, 2026 and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it wishes to amend this Agreement.

All of which is agreed by the parties, this 28th day of February, 2024.

For the Employer

DocuSigned by:

Stephanie Fetherston _____

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Emily Tremblay _____

85239993D7454DD...

For the Union

DocuSigned by:

[Signature] _____

DocuSigned by:

[Signature] _____

DocuSigned by:

Shelagh Ewing _____

DocuSigned by:

Tara Maszpakiewicz _____

5E908666A66E4CE...

Shauna De Feuter _____

AEBC4FD4AA5A441...

[Signature] _____

10B851A15AFA401...

Tracy More _____

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LETTER OF UNDERSTANDING – GROUP FACILITATORS

Between

Algoma Family Services

And

OPSEU/SEFPO Local 684

The parties agree that internally contracted group facilitators for the groups below will receive thirty-one dollars and sixty cents (\$31.60) per hour effective April 1, 2023, thirty-two dollars and sixty cents (\$32.60) per hour effective April 1, 2024 and thirty-three dollars and sixty cents (\$33.60) per hour effective April 1, 2025. These groups listed below will be filled on a voluntary basis.

- 1. Triple P
- 2. Creating Connections
- 3. PAR
- 4. Social Skills/Competency Enhancement Groups
- 5. Family and Caregiver Capacity Building
- 6. Other psycho-educational groups provided as identified by client need.

Any other group that may be added will first be discussed with the Union regarding inclusion on this list.

All of which is agreed by the parties, this 28th day of February, 2024.

For the Employer

DocuSigned by:

Stephanie Petherston _____


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Emily Tremblay _____

85239993D7454DD...

For the Union

DocuSigned by:

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DocuSigned by:

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DocuSigned by:

Shelagh Ewing _____

DocuSigned by:

Tara Maszpakiewicz _____

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Shauna De Feyter _____

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LETTER OF UNDERSTANDING – ADDITIONAL CONTRACTS

Between

Algoma Family Services

And

OPSEU/SEFPO Local 684

The parties agree that employees contracted internally to assist with additional work outside of the work listed in the “Letter of Understanding – Group Facilitation”, will be paid at their current rate or the rate of the position, whichever is higher. Contracts shall be considered on the following basis:

- (a) The skill, ability, experience, education, and qualifications of the individual.
- (b) The seniority of the employee;

Where factor (a) is to all intents and purposes relatively equal as between two (2) or more employees, the relative seniority ranking shall govern, subject to the employee’s right to lodge a grievance under the orderly grievance procedure as herein set forth.

All of which is agreed by the parties, this 28th day of February, 2024.

For the Employer

DocuSigned by:

Stephanie Fetherston

2A59FB7321C54E9...

Emily Tremblay

85239993D7454DD...

For the Union

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[Handwritten Signature]

DocuSigned by:

[Handwritten Signature]

DocuSigned by:

Shelagh Ewing

DocuSigned by:

Tara Maszczakiewicz

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Shauna De Puyter

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LETTER OF UNDERSTANDING – WAGE REOPENER

Between

Algoma Family Services

And

OPSEU/SEFPO Local 684

In the event that any government body or other funding sources provides the Employer with additional funding for increases to existing wages and/or benefits, the Employer and the Union agree to meet and negotiate wage increases in good faith.

All of which is agreed by the parties, this 28th day of February, 2024.

For the Employer

DocuSigned by:

Stephanie Petherston _____

2A59FB7321C54E9...

Emily Tremblay _____

85239993D7454DD...

For the Union

DocuSigned by:

[Signature] _____

DocuSigned by:

[Signature] _____

DocuSigned by:

Shelagh Ewing _____

DocuSigned by:

Tara Maszpakiewicz _____

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Shauna De Feyter _____

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Appendix A – Pay Band – Algoma Family Services

PAY BANDS AND STEPS

\$1.00 per hour effective April 1, 2023, \$1.00 per hour effective April 1, 2024, \$1.00 per hour effective April 1, 2025.

Classification	Level 1	Level 2	Level 3	Level 4	Level 5
A (Effective April 1, 2023)	\$45.67	\$48.36	\$51.06	\$53.74	\$56.43
A (Effective April 1, 2024)	\$46.67	\$49.36	\$52.06	\$54.74	\$57.43
A (Effective April 1, 2025)	\$47.67	\$50.36	\$53.06	\$55.74	\$58.43
Co-ordinator of Psychology Services					
Psychologist					
B (Effective April 1, 2023)	\$30.11	\$31.83	\$33.55	\$35.27	\$36.99
B (Effective April 1, 2024)	\$31.11	\$32.83	\$34.55	\$36.27	\$37.99
B (Effective April 1, 2025)	\$32.11	\$33.83	\$35.55	\$37.27	\$38.99
Counsellor Positions					
0-6 Lead Clinician					
Information Technology and Property Coordinator					
Accounting Technician					
Psychometrist					
C (Effective April 1, 2023)	\$28.09	\$29.69	\$31.29	\$32.88	\$34.47
C (Effective April 1, 2024)	\$29.09	\$30.69	\$32.29	\$33.88	\$35.47
C (Effective April 1, 2025)	\$30.09	\$31.69	\$33.29	\$34.88	\$36.47
Co-ordinator Birth to 6					
Co-ordinator – HUB Program					
Co-ordinator – SAP					
Access Coordinator					
Information/Privacy Co-ordinator					
IT Specialist (Software Support Technician)					
D (Effective April 1, 2023)	\$26.34	\$27.82	\$29.30	\$30.78	\$32.26
D (Effective April 1, 2024)	\$27.34	\$28.82	\$30.30	\$31.78	\$33.26
D (Effective April 1, 2025)	\$28.34	\$29.82	\$31.30	\$32.78	\$34.26
Co-ordinator, Child Witness					
E (Effective April 1, 2023)	\$24.82	\$26.21	\$27.59	\$28.98	\$30.37
E (Effective April 1, 2024)	\$25.82	\$27.21	\$28.59	\$29.98	\$31.37
E (Effective April 1, 2025)	\$26.82	\$28.21	\$29.59	\$30.98	\$32.37
Care and Treatment Relief Worker					
Clinical Intake Services Worker					
Finance Clerk					
Child and Youth Care Practitioner					
Supervised Access Program Worker					
F (Effective April 1, 2023)	\$23.31	\$24.61	\$25.90	\$27.19	\$28.48

F (Effective April 1, 2024)	\$24.31	\$25.61	\$26.90	\$28.19	\$29.48
F (Effective April 1, 2025)	\$25.31	\$26.61	\$27.90	\$29.19	\$30.48
Care and Treatment Worker (Genesis)					
Co-ordinator, Student Nutrition Program					
Food & Logistics Co-ordinator					
Family Engagement Co-ordinator					
Skills Trainer Rebound North					
Tele-mental Health Services Co-ordinator					
G (Effective April 1, 2023)	\$22.05	\$23.27	\$24.48	\$25.70	\$26.91
G (Effective April 1, 2024)	\$23.05	\$24.27	\$25.48	\$26.70	\$27.91
G (Effective April 1, 2025)	\$24.05	\$25.27	\$26.48	\$27.70	\$28.91
Administrative Clerk (General/HR)					
Administrative Assistant (District)					
H (Effective April 1, 2023)	\$21.04	\$22.20	\$23.34	\$24.49	\$25.65
H (Effective April 1, 2024)	\$22.04	\$23.20	\$24.34	\$25.49	\$26.65
H (Effective April 1, 2025)	\$23.04	\$24.20	\$25.34	\$26.49	\$27.65
Clinical Program Assistant					
Administrative Assistant					
Community Development Facilitator (SNP)					
Receptionist					
I (Effective April 1, 2023)					\$16.50
I (Effective April 1, 2024)					\$17.55
I (Effective April 1, 2025)					\$18.55
Child Minder					
Infection Control Screeners					

Appendix B – Conditions of Pension Plan

Plan Eligibility and Contribution Rate Conditions-Algomia Family Services Employee's Pension Plan

1. All full-time union employees and management employees of the Employer who, as of the effective date, are participating in the employer's group registered retirement savings plan, shall commence participation in the DBplus provisions of the Plan on the earlier of:
 - a. the effective date; and
 - b. completion of their six-month (6) probationary period.
2. All full-time employees of the employer who, as of the effective date, are not participating in the employer's group registered retirement savings plan, shall have the option of joining the DBplus provisions of the Plan as of the effective date until December 23, 2024, after which date such employees shall no longer be eligible to join the Plan. Notwithstanding the foregoing, the parties to the Participating Agreement may agree in writing to extend the period by which such employees may elect to join the Plan.
3. All full-time employees of the employer hired after the effective date shall commence participation in the DBplus provisions of the Plan on completion of their six-month (6) probationary period.
4. Any permanent part-time employees of the employer shall join the DBplus provision of the Plan on the earlier of:
 - a. The effective date and;
 - b. The completion of their six-month (6) probationary period.
5. Any non-permanent other than regular full-time employees of the employer, as of the effective date or hired after the effective date, shall have the option to commence participation in the DBplus provisions of the Plan upon the completion of 24 months of continuous employment with the employer.
6. The table below sets out the employer and participating member contribution rates under the DBplus provisions of the Plan. For greater certainty, contributions shall be based on the participating members' earnings as shown on their T4 slips, but excluding taxable benefits and incentive pay.

Any participating member who is enrolled in the Plan on the effective date may have a one-time option to elect to contribute at one of the contribution rates set out below in option 1, 2 or 3, under the applicable employee class. If the

participating member elects option 1, 2 or 3 under the applicable employee class, the employer shall contribute at the corresponding employer contribution rate. If a participating member does not make a valid election within the timelines established for such election, the participating member shall contribute at the rate set out in option 3 below (the default option under the applicable employee class), and the employer shall contribute at the corresponding employer contribution rate.

Any participating member who is enrolled in the Plan after the effective date may, upon Plan enrolment or within sixty days thereafter, have a one-time option to elect to contribute at one of the contribution rates set out in option 1, 2 or 3 below, under the applicable employee class. If such election is made after enrolment and prior to sixty days thereafter, the elected contribution rate shall come into effect from the date upon which such election is received by the employer. Until such election is received, the participating member shall contribute at the rate set out in option 3 (the default option under the applicable employee class) and the employer shall contribute at the corresponding employer contribution rate. If a participating member does not make a valid election within sixty days of the date upon which they enrolled in the Plan, the participating member shall continue to contribute at the rate set out in option 3 (the default option under the applicable employee class) below, and the employer shall contribute at the corresponding employer contribution rate.

Contribution Schedule	Participating Member Contributions based on "Annual Earnings"	Employer Contributions based on "Annual Earnings"
Employee class: unionized employees		
Option 1	2%	2%
Option 2	4%	4%
Option 3 (default option)	6%	6%

7. Effective January 1, 2025, and each successive January 1 thereafter, the participating member may re-elect to contribute at one of the contribution rates set out in section 6 above, under the applicable employee class. If the participating member elects a new contribution rate or confirms an existing rate, the employer shall contribute at the corresponding employer contribution rate. If the participating member fails to make an election under this section 7 in accordance with the rules and timelines established for such election, the participating member and employer shall continue to contribute at the same rate as in effect immediately prior to the applicable January 1.

Notwithstanding the above, if a participating member enrolls in the Plan on or after September 1 of a given year, or such other date as determined by the Plan from time to time, such participating member shall not be entitled to re-elect his or her contribution rate in accordance with this section effective as of the immediately following January 1. For greater certainty, the participating member will be entitled to elect a new contribution rate or confirm an existing rate effective the next January 1 and each successive January 1 thereafter.

8. For greater certainty contributions made pursuant to section 6&7 shall be based on the participating members "Annual Earnings" as defined in section 6 above. Further, an such participating member contributions shall be considered as required member contributions under applicable laws.