

PROVINCIAL DISCUSSION TABLE (PDT)

CONSENSUS AGREEMENT

Terms Agreed to Date between Employers and Unions

11:00 pm

- "The following "Agreed" terms have been agreed to by the Unions and Employers subject to reaching an agreement on all outstanding issues. In order to reach an agreement on the entire package, adjustments, additions and deletions may have to be made to these terms. The Part numbers referenced herein will have to be adjusted once a final agreement is reached."
- "It is agreed that the following "Agreed" terms and all outstanding terms of the Consensus Agreement and any appendices thereto (including the HRAP appendix) are to be treated as a single, indivisible package."
- "No individual terms have been agreed upon for acceptance on their own."

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

between

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

and

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

and

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

and

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

and

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

June 3rd, 2011

1. **Preamble**

- a. The parties agreed to establish a Provincial Discussion Table (PDT) in an effort to:
 - explore the areas of systemic mutual interest
 - increase labour stability in the child welfare sector during a time of change
 - create an environment that facilitates sustainable quality service
- b. The principles that guided the discussions included the following:
 - consideration of the best interests of the children, youth and families supported by the child welfare sector;
 - the interests of the entire child welfare sector will be considered;
 - MCYS and the Ministry of Labour remain at the table as a party to the discussions.
 - employers and locals shall have an opportunity to participate in the Provincial Discussion Table via their respective representatives;
 - any agreements must be flexible and recognize that the child welfare sector cannot be mandated into a model of bargaining; local autonomy and authority of each organization must be recognized;
 - no employer or local can lose current entitlements by engaging in this current PDT process;
 - the culture and fabric within individual Employers is to be maintained
- c. **Agreement and Ratification**
 - The parties agree that this Consensus Agreement has no force or effect unless it has been agreed to by all of the parties to it.
 - The parties to this Consensus Agreement agree to unanimously recommend that the terms set out in Parts [9, 10, 11, 12, 13, 14, 15, and 16] above be accepted by all participating Employers and local Unions, ratified by their principals, and incorporated into their renewal collective agreements.
- d. The legal obligation to negotiate a collective agreement remains with each individual employer and its local union.
- e. It is understood that all references to employees made herein and in any Appendix hereto are references to bargaining unit employees only.

2. **Aboriginal Considerations**

It is recognized that significant changes with respect to Aboriginal Services, both in legislation and practice, is required and anticipated. There may be current practices and /or matters of evolving self determination that require specific consideration and may not be fully consistent with the Consensus Agreement. These matters will be bargained locally and take precedence over the provisions in this Consensus Agreement.

3. **Parties to the Consensus Agreement**

This Consensus Agreement has been reached after discussions among representatives of the 4 bargaining agents (CUPE, OPSEU, CEP & Simcoe CAS ea) and CAS Employers which were facilitated by the Ministry of Labour.

4. **Pay Equity**

Nothing in this Consensus Agreement is to be interpreted or applied so as to reduce any right or an entitlement under the *Pay Equity Act*.

5. **Provincial Discussion Table (PDT)**

- a) The parties agree to form the Provincial Discussion Table (PDT), which shall be a tripartite body composed of representatives from MCYS, labour representatives from OPSEU, CUPE, Simcoe CAS ea and CEP, and employer representatives.
- b) The PDT shall be established within three (3) months of the signing of this agreement as follows:
 - i) Composed of MCYS representatives, six (6) employer representatives, two (2) CUPE representatives, two (2) OPSEU representatives, one (1) Simcoe CAS ea representative, and one (1) CEP representative. Additional resource staff may be invited by any party, subject to the agreement of the other parties. Expenses (travel, meals and accommodation), salaries and benefits incurred for participation in this advisory committee and/or its sub-committee meetings shall be paid by MCYS in accordance with the terms of its Expense Policy.
 - ii) The PDT shall be chaired on a rotating basis by the employer group and the labour group.
 - iii) The PDT will have authority to recommend sub-committees/working groups comprised of representatives of the parties to this agreement as required to fulfill its objectives, subject to approval by the parties.
 - iv) The PDT shall meet quarterly and may schedule additional meetings as required, if agreed by the parties and shall be in effect for the term of this agreement.
- c) The general purpose of the PDT and its sub-committees/working groups shall be to:
 - i) Discuss issues brought to it by MCYS or any one of the parties to this agreement that may arise from the implementation of the CAS PDT over the course of this agreement.
 - ii) Discuss human resource issues related to ensuring the delivery of quality services and supports to the children, youth and families served.
 - iii) Discuss labour issues for the sector such as recruitment, retention, workload, staffing and support levels.
 - iv) Discuss labour force strategies for the existing and emerging aboriginal sector that recognizes their uniqueness.
 - v) Consider such other issues as agreed to by the participants.
 - vi) Where there is mutual agreement, make joint recommendations to the MCYS.
- d) Subject to confidentiality concerns, the parties will share information and/or documents that are necessary for the parties to engage in an informed discussion. These may include MCYS or provincial reports related to service and staffing trends across the child welfare sector.
- e) Participation at the PDT is not intended to interfere with any of the parties' relationships with MCYS.

6. **PDT – Sub-Committee - Worker Safety Group**

- a) The parties agree to establish a Worker Safety Group, which will be a sub-committee of PDT, to advise and report on systemic matters relating to the occupational health and safety of child welfare sector workers in Ontario. This sub-committee will commence within three (3) months of the establishment of PDT.
- b) Parts 5b) i, ii and iii above, which govern the composition and functioning of PDT, will also govern the composition and functioning of this sub-committee. However, the parties will determine the frequency and schedule of meetings for this sub-committee and part 6(a) above will govern the timing of its establishment.
- c) Parameters for this sub-committee are as follows:
 - i) Review of pertinent legislation and existing sector policies, protocol, procedures and training related to Worker Safety in the sector;
 - ii) Identify and review emerging CAS sector worker health and safety issues, statistics and trends;
 - iii) Research and develop sector specific tools/training with the assistance of safety experts to support Joint Health and Safety Committees or Health and Safety Representatives if a committee does not exist;
 - iv) Set out mutually agreed options to resolve systemic workplace issues for consideration of Joint Health and Safety Committees or Health and Safety Representatives if a committee does not exist;
 - v) Develop reports and recommendations for the consideration of Joint Health and Safety Committees or Health and Safety Representatives if a committee does not exist;
 - vi) Develop recommendations related to necessary MCYS resources needed to ensure a safe and healthy workplace;
 - vii) Subject to confidentiality concerns, the parties will share information and/or documents that are necessary for the parties to engage in an informed discussion.
- d) MCYS shall cover the costs of retaining a mutually agreed upon Consultant with expertise in Worker Safety to conduct research of sector specific tools and training that may support workers in the sector.
 - i. Selection of the Consultant to conduct research shall be managed as per the procurement rules of the government and MCYS shall lead the procurement process.
 - ii. The sub-committee shall be involved in establishing criteria that will be used for selection of the Consultant and in forming a Procurement panel if required, which will include Employer, Union and MCYS representation.

CAS PDT - Consensus Agreement as of June 4, 2011

- e) The Consultant will collect the relevant information and prepare a report for improving Worker Safety in the child welfare sector and assessment of the potential cost of those options.
- f) Following receipt of the report, the parties will meet to:
 - i. Consider the outcomes of the Study
 - ii. Review the findings of the report and, within two months from date of release of the report, make joint recommendations including resources needed to improve and support Worker Safety.

7. **PDT Sub-Committee - Workload Measurement Study Group**

- a) The parties agree to establish a PDT Workload Study Group for the purpose of conducting a Workload Measurement Study.
- b) Parts 5b) i, ii and iii above, which govern the composition and functioning of PDT will also govern the composition and functioning of this sub-committee.
- c) The sub-committee shall determine the scope and parameters for the workload measurement study.
- d) MCYS shall cover the costs of retaining a mutually agreed upon Consultant with expertise in workload measurement.
 - i) Selection of the Consultant to conduct the study shall be managed as per the procurement rules of the government and MCYS shall lead the procurement process.
 - ii) The sub-committee shall be involved in establishing criteria that will be used for selection of the Consultant and in forming a Procurement panel which will include Employer, Union and MCYS representation.
- e) The Consultant will collect the survey results and prepare a report for managing workload in the child welfare sector.
- f) Following receipt of the report, the parties will meet to:
 - i) Consider the outcomes of the Workload Measurement Study
 - ii) Review the findings of the report and, within two months from date of release of the report, make joint recommendations including resources needed to support manageable workloads.
 - iii) Subject to confidentiality concerns, the parties will share information and/or documents that are necessary for the parties to engage in an informed discussion.
 - iv) The report with its findings and joint recommendations needed to support manageable workloads shall be completed within two years of signing of this agreement.

8. **Provisions of Local Agreements**

Parts 9, 10, 11, 12, 13, 14, 15, and 16 are unanimously recommended by the parties for inclusion in all renewal collective agreements irrespective of the dates on which they commence. Specific language, numbering, formatting and location of the related provisions in each local collective agreement will be for the local parties to determine.

9. **Benefits Savings** – In an effort to improve efficiencies in the sector, MCYS and Employers will examine options for cost savings through the provision of common benefits providers and drug costs. MCYS shall cover the costs of the study. It is understood that no benefit coverage shall be reduced as a result of moving to a common benefits provider.

10. **Wellness Strategy**

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

Therefore, a **Health Spending Account** will be provided subject to the following conditions:

- Year 1 - \$1000
- Year 2 - \$1000
- Year 3 - \$500
- Year 4 - \$500

The account would pay for CRA eligible expenses above benefit plan entitlements and may not be used to substitute for existing plan coverage.

- i) have a one year roll-over consistent with CRA rules may be accumulated in a health spending account
- ii) facilitate employees to self-direct their wellness options and would be non-taxable as per CRA rules
- iii) be administered by the respective Employers' benefits providers in accordance with the terms and conditions of their plans
- iv) be subject to CRA rules and requirements, including its definitions regarding eligible expenses, attached hereto as "Appendix A".

11. **Compensation & Benefits**

a. Wages

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

- Year 1: **0%**
- Year 2: **0%**
- Year 3: **2.95%** wage adjustment;
- Year 4: **2.95%** wage adjustment

b. **Benefits**

- Effective in year 3 & 4:
 - (a) An amount equal to \$500 per bargaining unit employee in each year, who qualifies for major medical benefits as per the local collective agreement; this amount shall be targeted for the purpose of benefit enhancements
 - (b) Details of plan enhancement to be negotiated between the local union and employer

c. **ODA Fee Schedule**

- i) Under the terms of some collective agreements, the ODA fee schedule which formed the basis for dental plan coverage at the expiry of the collective agreement (the "applicable fee schedule") was other than the actual ODA schedule for that calendar year.
- ii) In that case, during the term of any renewal collective agreement, the applicable fee schedule shall be adjusted so that the differential between it and the current year's ODA fee schedule is maintained.
- iii) The dates on which the aforementioned adjustments are to be made shall be the same dates on which such adjustments, if any, were made under the expired collective agreement.

12. **Workplace Safety and Insurance Act (WSIA)**

- a) The Employer agrees to arrange for coverage of all employees under the *Workplace Safety and Insurance Act (WSIA)*.

- b) An employee may access uninsured sick leave credits, subject to the terms and conditions of the applicable Employer policies and/or collective agreements, until such time as the employee's claim for benefits is approved by the WSIB. It is agreed that any sick pay provided to the employee is considered to be an advance on his/her WSIA benefits and, if the employee is awarded WSIA 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.

13. **Job Security**

1) Qualifications

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

2) Organizational Changes

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

3) Restructuring, Mergers and Amalgamation

- i) The framework Human Resources Adjustment Plan (HRAP) attached hereto as "Appendix B", and which forms a part of this agreement, shall guide parties engaged in the integrations described therein if they agree to negotiate local HRAPs and ratify them during the term of this agreement.
- ii) HRAPs are intended to minimize adverse impacts during those integrations.
- iii) An employee who is subject to permanent layoff shall have the following entitlements:
 - a. be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
 - b. accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-two (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

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

14. **Superior Provisions**

This process is about strengthening and building – moving forward and creating capacity in the sector. No collective agreement can lose current entitlements by engaging in this process. Where there are current employee entitlements which are superior to those outlined in this agreement, those superior provisions shall be continued into the renewed collective agreement between the local parties, unless mutually agreed locally by the parties.

15. **Recruitment and Retention – Mobility of Employees in the Child Welfare Sector**

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

- i) All bargaining unit vacancies that occur at a participating Employer, where the Employer has exhausted their normal internal posting and recruitment processes, shall be included in the job postings on the OACAS website.
- ii) Employees hired from one agency into another will be required to complete a full probation period as per the collective agreement of the hiring Employer.
- iii) Where an applicant from a participating Employer is successful in a job competition at another participating Employer, upon moving to the new Employer service-based entitlements for wages and vacation at the new Employer shall be based on the length of his/her most recent period of continuous service. The foregoing does not apply to seniority-based entitlements.

16. Process of PDT Referral To Local Tables and Dispute

- a) The Employers group shall forward a copy of this agreement to the Executive Directors of all represented Employers and shall unanimously recommend that it be accepted by each Employer. Each Union shall forward a copy to their local Presidents and shall unanimously recommend that it be accepted by each local union. The parties shall agree on a joint release date.
- b) Each Employer and Local that opts into the agreement will unanimously recommend ratification of the terms in Parts [TBD] above by their local principals.
- c) Where there is a dispute between local parties regarding the incorporation of any term(s) of this Consensus Agreement into a local collective agreement, the Employers group and Union group parties to this Consensus Agreement may each select one representative from their respective group to assist the local parties in resolving such dispute.
- d) Where there is a dispute regarding language issues that are included in a collective agreement by virtue of the PDT agreement the provisions of the local collective agreement shall be used to resolve such disputes.
- e) Where there is a dispute between the Employers group and Union group parties to this Consensus Agreement regarding the interpretation, application or alleged violation of its terms, and that dispute does not arise under a local collective agreement such that Part 17(d) applies to it, the dispute shall be referred to final and binding arbitration as follows:
 - i) A labour arbitrator will be selected by mutual agreement of the parties within 30 days of the dispute arising. If agreement cannot be reached then, within that 30 day period, either party may apply to the Ministry of Labour for the appointment of an arbitrator. This time limit may be extended by mutual agreement.
 - ii) Where the parties agree, the arbitrator may act as a "mediator-arbitrator".
 - iii) The arbitrator will have the same powers and authority as set out in section 48 of the Ontario Labour Relations Act. The arbitrator will not have the authority to add to, modify or delete any part of this Consensus Agreement. The fees and expenses of the arbitrator shall be divided equally among the parties to the dispute.
- f) If the parties are unable to agree on an arbitrator as per e) i) above, the parties agree to appoint as arbitrator the person named by the Minister of Labour or their designate.

17. Issues not Covered by this Agreement

The parties agree that this PDT Consensus Agreement and issues settled in this agreement are deemed to be settled for purposes of local negotiations. Issues not covered by this agreement shall be opened for discussion and negotiated at the local/employer bargaining tables.

18. Term

The term of this agreement shall be from [dates – to be determined]. The parties to this agreement shall begin meeting during the last year of this term to review research findings and determine whether they wish to continue to negotiate future PDT agreements between the parties.

19. Process of PDT Referral To Local Tables

- a. The Children's Aid Societies Employers' Group shall forward a copy of this agreement to the Executive Director of all union represented agencies June 14, 2011 at 9:30 am. Each union shall forward a copy to their local Presidents also on June 14, 2011 at 9:30 am.
- b. Following the release as noted in article 19(a) of this agreement each participating Employer and local union with an open collective agreement will seek ratification of the PDT agreement and their local issues settlement prior to September 19, 2011. Should the parties not reach settlement and ratify the PDT Consensus Agreement it will no longer be available to the local parties.
- c. Employers or local unions that are unable to resolve local issues may seek assistance through conciliation or facilitation in accordance with this agreement by September 19, 2011. Should these efforts not resolve all outstanding matters, the parties may exercise their rights in accordance with the Ontario Labour Relations Act with respect to strikes and/or lockouts and the PDT Consensus Agreement will no longer be available to the local parties.
- d. For collective agreements that are currently closed, each Employer/Local Union, by mutual agreement, shall notify the Provincial Discussion Group by forwarding notice to Terry Daly or designate and to their respective union representative of their desire to participate once the parties ratify the PDT Consensus Agreement and their local issues. In order to deal with any implementation issues associated with determining how to apply the PDT settlement to any Employer/Local Union expired local agreement, the parties shall refer to the process set out in Article 16 (c) in this agreement.

CAS PDT - Consensus Agreement as of June 4, 2011

This document represents the results of these discussions and what the employers and the unions have agreed upon. The ability to conclude this agreement is dependent on MCYS agreeing to commit in writing to the elements of this agreement that require MCYS support and funding commitments identified in this agreement including:

- #5 - Provincial Discussion Table
- #6 - Worker Safety Study Group
- #7 - Workload Measurement Study
- #8 - Benefits Savings Study
- Appendix B - One time funding for mergers and amalgamations
- Agreed upon additional funding for a non-cummulative lump sum payment of \$750 in each of two years of this agreement

Dated at Toronto this 4th day of June, 2011

FOR THE UNIONS

[Signature] - CPSEU
[Signature] OPE
Karen McNamee (CUPE)
[Signature] (CUPE)
[Signature] (CUPE)
[Signature] (CUPE)
Cathy Matthe CUPE
[Signature] CSE
[Signature] CSE
Paul Whitehead Simcoe CSEA
[Signature] Simcoe CSEA
Rick Rys OPSEU
Brona Malott OPSEU
Johanne Wynn-Nurkamen OPSEU

FOR THE EMPLOYERS

[Signature]
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Appendix A – CASPDT Consensus Agreement

HEALTH SPENDING ACCOUNT

You can use your Health Spending Account to cover expenses that are eligible **medical and dental** expenses under the Income Tax Act (Canada) and that are not paid (or not paid in full) by any other private or government plan. These include eligible expenses incurred outside your province of residence.

Eligible expenses include (but are not limited to) the items listed below. To be sure your expense meets the conditions necessary to qualify under the Income Tax Act, you should visit the Canada Revenue Agency website for more details.

Health Spending Account list of eligible expenses

A Health Spending Account can cover the portion of expenses not covered by a health or dental benefits plan. This includes your deductible, co-insurance (portion not covered if your plan covers less than 100%), or amounts that are over your plan maximums. You can also claim expenses not covered under your spouse's plan.

- Drugs (include drugs, medications or other preparations or substances prescribed by a licensed medical practitioner or dentist and dispensed by a pharmacist; Insulin, test tape or test tablets; Oxygen; needles and syringes); does **NOT** include over the counter drugs (even if prescribed)
- Vision Care (Eyeglasses, contact lenses, Laser eye surgery) which must be prescribed by a medical practitioner
- Medical Practitioners (must be licensed to practice in the province where the service is provided)
 - Acupuncturists
 - Chiropractors
 - Christian Science Practitioners
 - Dental hygienists
 - Dentists
 - Dieticians
 - Naturopaths
 - Nurses
 - Occupational Therapists
 - Optometrists
 - Osteopaths
 - Pharmacists
 - Physicians
 - Physiotherapists
 - Podiatrists
 - Psychoanalysts
 - Psychologists
 - Social Workers
 - Speech Therapists
 - Theraputists
- Dental Services (preventative, diagnostic, restorative, orthodontic treatment)
- Attendant Care
- Hospitals & other facilities
- Devices, supplies and equipment (for complete list, please refer to your Executive Summary)
 - Artificial eyes
 - Artificial limbs
 - Crutches
 - Hearing Aid Devices
 - Orthopedic Shoes
 - Ileostomy or colostomy pads
 - Breast prosthesis
 - Laryngeal speaking aids
 - Limb braces
 - Oxygen tent or equipment
 - Incontinence supplies
 - Hospital bed
 - Walkers
 - Wheelchairs
 - Wigs
- Diagnostic procedures (Diagnostic laboratory and radiological procedures or services used for maintaining health, preventing disease or assisting in diagnosis or treatment, when prescribed by a medical practitioner)
- Rehabilitative therapy (Reasonable expenses relating to rehabilitative therapy, including training in lip reading and sign language, incurred to adjust for the patient's hearing or speech loss)
- Other
 - Ambulance fees for transportation
 - Laboratory, radiological or other diagnostic procedures or services
 - Cosmetic surgery if necessary for medical or reconstructive purposes
 - Cost of arranging and having a bone marrow or organ transplant
 - Costs of medical services and supplies outside of the province of residence
 - Electrolysis or hair removal performed by a licensed technician
 - Hearing expenses including hearing aids and hearing ear dogs
 - Modifications to a home for person confined to a wheelchair
 - Preventive diagnostic, laboratory and radiological procedures
 - Surgical heart transplants performed by a physician
 - Transportation expenses to receive medical care including: cost of public transportation or private vehicle, if not available, for distances of 40 kilometers or greater reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a person is not capable of traveling alone
 - Vision expenses including eyeglasses, contact lenses and seeing-eye dogs
 - Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment

Under an HSA you have two years within which to use your credits. If you do not use your credits, they will be forfeited as required by the Canada Revenue Agency.

APPENDIX B

CASPDT Human Resources Adjustment Plans (“HRAP(s)”)

PROVINCIAL DISCUSSION TABLE (PDT)

CONSENSUS AGREEMENT

between

THE CANADIAN UNION OF PUBLIC EMPLOYEES

(hereinafter referred to as “CUPE”)

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(hereinafter referred to as “OPSEU”)

and

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA

(hereinafter referred to as “CEP”)

and

SIMCOE CAS EMPLOYEE ASSOCIATION

(hereinafter referred to as “SIMCOE CAS ea”)

and

CHILDREN’S AID SOCIETIES OF ONTARIO EMPLOYERS GROUP

(hereinafter referred to as “THE EMPLOYERS”)

June 3rd, 2011

PREAMBLE

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

ARTICLE 1 – SCOPE AND PURPOSE

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

ARTICLE 2 – GENERAL

- 2.01 Except as provided under applicable legislation, to the extent that a local HRAP conflicts with the terms of any subsisting collective agreements, the terms of the HRAP, where superior, shall prevail over the terms of the collective agreement. A local HRAP shall be negotiated where an integration takes place. When the employers and local unions affected by an integration agree to negotiate an HRAP, the provisions outlined herein shall be the minimum applicable to the integration and shall form the basis for the HRAP.
- 2.02 The principles set out in this document do not and are not intended to replace or override any legislative rights and obligations including, but not limited to, those set out under the OLRA, PSLRTA, the Employment Standards Act, and collective agreement rights and provisions, as may apply.

Employer Counter Proposal

- 2.03 When the local parties decide to negotiate a local HRAP, the Ministry shall assume the costs associated with the negotiation and implementation of said HRAP in its funding allocation to the Predecessor and Successor Employers including, but not limited to, costs in excess of current legislative or contractual obligations associated with Labour Adjustment Options, the Dispute Resolution Process, Salaries, Benefits and Pay Equity Adjustments.

ARTICLE 3 – DEFINITIONS

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

ARTICLE 4 – SENIORITY

4.01 Seniority will be recognized as set out under PSLRTA. Seniority will be recognized for all purposes provided for in the respective collective agreements and the following principles will apply:

- (a) Dovetailing of seniority shall prevail and all affected employees will transfer all service and seniority to the Successor Employer.

- (b) Employees who are working simultaneously at two employers prior to the integration shall transfer the seniority and service held at the employer from whom they are transferred. In the event that an employee is working simultaneously at two employers who both integrate with the same Successor Employer (and the employee is employed in both of the transferred programs), the employee shall receive the greater amount of seniority and service held at either Predecessor Employer.

- (c) Employees transferred to a Successor Employer due to an integration will not be required to complete a new probationary period, however they will be required to complete any probationary period they are serving as of the effective date of integration (or changeover date)

ARTICLE 5 – ACCESS TO WORK

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

- (a) The Successor Employer shall determine the number of staff required and will identify the classifications, skills, abilities and qualifications required.
- (b) The projected staffing needs of the Successor Employer, will be made known to all of the affected unions.
- (c) Both the Predecessor and Successor Employers will provide to the affected Unions the seniority and service lists including job classifications and job descriptions related to the integration. These lists will be updated to reflect staffing changes as necessary and will be provided to the affected Unions.
- (d) Where there is more than one Predecessor Employer with a collective agreement which provides that seniority plays a role in determining which employees will be transferred to a Successor Employer, and those collective agreements contain different definitions of seniority, the local parties will agree on a common definition of seniority for that purpose. Employees at the predecessor employer(s) affected by the transfer of services or programs will be given the opportunity to move with their work, subject to staffing requirements set out in paragraph a), supra.
- (e) Should the Successor Employer and the affected Unions be unable to agree on the composition of the seniority lists either party may refer the matter to the Ontario Labour Relations Board as provided under PSLRTA, if applicable or, alternatively, the parties may agree to have the dispute resolved under the Disputes Resolution Process herein.
- (f) For purposes of clarity, employees who were on layoff or approved leave of absence at the Predecessor Employer prior to, but not due to, the integration and who may be transferred to the Successor Employer will be included for purposes of placement on the aforementioned integrated seniority lists.
- (g) Unless otherwise provided in a collective agreement, the Successor Employer will honour the recall rights of any employee of a Predecessor Employer who is transferred to the Successor.

5.02 Employees on layoff or in receipt of notice of layoff due to the integration from the Predecessor Employer who are not transferred to the Successor Employer may apply for vacancies at the Successor Employer for which they would not otherwise have recall rights for a period of 18 months from layoff date. These applications will be considered after the Successor Employer's normal job posting procedure is completed and there are no successful applications, but before other external applications are considered.

- 5.03 In the event of layoffs by a Predecessor Employer resulting from an integration, the layoff, recall and displacement rights and entitlements under the respective collective agreement(s) of the Predecessor Employer will apply, unless the provisions of this agreement are superior.

ARTICLE 6 – BARGAINING UNIT REPRESENTATION

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

ARTICLE 7 – LABOUR ADJUSTMENT OPTIONS

- 7.01 In the event of layoff due to an integration, the employer shall lay off employees in the reverse order of their seniority within their classification, providing that those employees who remain on the job have the qualifications, skills and ability to perform the work.
- 7.02 An employee who is subject to permanent layoff shall have the following entitlements:
- (a) be placed on a recall list for eighteen (18) months from the date the actual layoff begins; or
 - (b) accept the layoff, waive the right to recall, resign, and receive any termination and severance pay of two (2) weeks salary for each year of continuous service to a maximum of twenty-two (26) weeks' pay inclusive of obligations under the Employment Standards Act, 2000.

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

ARTICLE 8 – TERMS OF EMPLOYMENT

- 8.01 Terms and conditions of employment including wages, insured benefits and pension, vacation entitlement, sick leave and long term disability benefits of employees transferred as a result of an integration shall be addressed through the process set out under PSLRTA or the OLRA, if applicable. The Local HRAP shall address transition issues related to disabled employees (short term or long term) of the Predecessor Employer, including those on WSIA benefits and modified work programs, who may be affected by the integration.
- 8.02 The Local HRAP shall ~~may~~ include an article dealing with the qualifications required by the Successor Employer. Such agreement will address qualifications for existing employees including those deemed qualified. Employees shall be deemed qualified for their current classification, subject to legislative requirements.

ARTICLE 9 – DISPUTE RESOLUTION PROCESS

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

ARTICLE 10 – TERM AND APPLICATION

- 10.01 The Term of this agreement is the same as the term of the CAS PDT Consensus Agreement.
- 10.02 The terms of this Framework HRAP are subject to approval by the principals of each party in accordance with their normal ratification procedures.
- 10.03 This Framework HRAP and any local HRAP will only apply to an integration if all of the local parties affected by the integration (i.e. Successor Employer, Predecessor Employer and Locals of the Successor and Predecessor Employer who have claims to successor rights) and who have ratified the PDT agreement.