

# COLLECTIVE AGREEMENT

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<i>negot</i> EFF.	<i>90</i>	<i>01</i>	<i>01</i>
TERM.	<i>91</i>	<i>12</i>	<i>31</i>
No. OF EMPLOYEES	<i>500</i>		
NOMBRE D'EMPLOYES	<i>D.V.</i>		



between

CHILDREN'S AID SOCIETY OF  
METROPOLITAN TORONTO  
(hereinafter called the Society)

and

THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND  
ITS LOCAL 2316  
(hereinafter call the Union)



January 1, 1990 to December 31, 1991

*0628703*

This ~~AGREEMENT~~ Bada this 21st day of June, 1990

**BETWEEN**

**CHILDREN'S AID SOCIETY OF METROPOLITAN TORONTO**  
(hereinafter called the Society)

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2316**  
(hereinafter called the Union)

January 1, 1990 to December 31, 1991

**MAR - 9 1992**

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ARTICLE I - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain working conditions, hours of work and salaries with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligations of the Society to provide service to the public pursuant to its mandate in the Child and Family Services Act and other legislation.
- 1.02 This Agreement constitutes the entire Agreement between the Society and the Union and the obligations undertaken and rights conferred herein are limited to the duration of this Agreement. No amendment, change or alteration to this Agreement shall be effective unless and until made in writing and signed by the authorized representatives of the parties to this Agreement.

ARTICLE II - RECOGNITION

- 2.01 The Society recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Society at its Branches and sub offices, child care residences and administrative offices in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisors, Maintenance Superintendent, Coordinator Foster Parent Association, Assistant Property Manager, Volunteer Supervisor/Coordinator, Health Service Coordinators, Planning Associates, Systems Analysts, one senior programmer, Accounting Analyst, persons employed in the Personnel and Training Department (excluding the Librarian), nine (9) designated secretaries, secretaries to Executive Assistants, one full time secretary for each Service Director, secretaries to persons above those ranks and the Secretary to the Manager of Information Services. Students employed during the school vacation period and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE III - RELATIONSHIP

- 3.01 The Society and the Union each agree that there **will** be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.
- 3.02 The Union further agrees that there shall be no solicitation for membership, collection of dues or other Union activities during working hours or on the Society's premises except as specifically permitted by this Agreement or in writing by the Society. Notwithstanding the foregoing, the Society will entertain requests for meetings conducted by the Union on the Society's premises providing permission in writing has first been secured. A National Representative of the Canadian Union of Public Employees may attend at any such meeting.
- 3.03 The parties agree to make the Collective Agreement gender neutral.

- 3.04 (a) All reference to 'spouse' in this Collective Agreement shall include common-law, lesbian or homosexual partner to the extent permitted by law.
- (b) The Union will save the Employer harmless from any and all action where the Society is prohibited for any reason from fulfilling its obligations as enunciated in Article 3.04 (a).

**ARTICLE IV - NO STRIKE AND NO LOCKOUT**

- 4.01 In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union agrees that there will be no strike, slowdown, work stoppage either complete or partial or other interruption or interference with operations during the term of this Agreement. The Society agrees that there shall be no lockout by it during the term of the Agreement.
- 4.02 Any employee who participates in any strike, slowdown, work stoppage (either complete or partial) or other interruption with operations may be subject to discipline or discharge by the Society provided that nothing herein shall prevent such employee from lodging a grievance with respect to such discipline or discharge.

**ARTICLE V - MANAGEMENT FUNCTIONS**

- 5.01 The Union acknowledges that it is the exclusive function of the Society to:
- (a) maintain order, discipline and efficiency;
- (b) hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend, discharge, or otherwise discipline employees provided that if any employee has been discharged or disciplined without just cause (providing, in the case of discharge, he has completed his probationary period) or promoted, demoted, classified, laid off or recalled contrary to the terms of this Agreement a grievance may be filed in accordance with the Grievance Procedure;
- (c) make and enforce from time to time such reasonable rules and regulations as the Society considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations provided they are not inconsistent with the express provisions of this Agreement; the Union will be advised of any changes or additions to rules and regulations prior to their implementation;

- (d) manage the Society and without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and facilities and change schedules of work; to determine any necessary tests or examination to be given and methods of training; to determine programs, complement, organization and the number, location and classification of employees required from time to time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.

**ARTICLE VI - REPRESENTATION**

- 6.01 The Union shall elect or appoint not more than twenty-six (26) representatives from amongst employees in the bargaining unit who have completed their probationary period for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement.
- 6.02 (a) Upon application by the Union in writing, during the term of this Agreement, the Society will grant full time leave of absence, without pay or Society benefits, ~~to an employee~~ <sup>35-7</sup> elected or appointed as President of CUPE Local 2316. Such leave, if requested, shall commence no later than the first day of the month following the month in which the written request was made and shall continue for the balance of the term of the Collective Agreement, unless otherwise agreed to by the parties. Seniority shall accumulate during such leave of absence.
- (b) Upon application by the Union in writing, an employee who is elected or selected for a temporary full-time position of at least three (3) months in duration with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay or Society benefits but with seniority for up to one year. Such leave may be extended on agreement of the Parties. If the leave is for six (6) months or less, the employee shall have the right to return to his/her former position. If the leave is in excess of six (6) months and a suitable vacancy does not exist in his/her seniority group, the employee will be placed on the recall list as provided for in Article 9.05(c). Save for the exercise of seniority rights if a suitable vacancy does not exist on the employee's return, the Letter of Understanding and Authorization Deduction From Monthly Union Dues dated June 26, 1986 applies.



6.03 The Society will recognize a grievance committee which shall **not** exceed three (3) in number, one of whom shall be designated chairperson from amongst Union representatives elected or appointed under Section 6.01 above.

6.04 (a) It is agreed that Union representatives and members of the grievance committee shall continue to perform their regular duties and responsibilities for the Society and shall not leave their regular duties without having first secured permission from their immediate supervisor which permission shall not be unreasonably withheld. Union representatives requesting time off for the purposes of servicing grievances under the Collective Agreement shall advise their immediate supervisor of the nature of their business and report to such supervisor at the time of their return to work. In light of the nature of the Society's operations and the number of locations falling within the bargaining unit, it is recognized that there will be occasions on which time off to assist employees in presenting grievances during regular working hours may not be granted. Subject to the foregoing, however, representatives servicing grievances of employees during their regular working hours shall not suffer any reduction in their regular pay.

(b) The Society agrees to grant leave of absence without pay to employees selected by the Union to attend Union business including conferences or conventions. It is understood that requests for such leaves of absence shall be made in writing at least one (1) week in advance of any requested leave. No more than one (1) employee from an employee group which reports to the same supervisor will be absent on such leave at the same time. The cumulative total leave of absence granted under this section shall not exceed forty-five working days in any contract year. If the Union and the Society agree, more than one (1) employee from an employee group may be granted leave.

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Upon receipt of a written commitment by the Union to reimburse the Society and the Union's written agreement to authorize such reimbursement to the Society from the monthly Union dues, the Society agrees to continue the employee's pay and benefits for the period of the Union business leave. The required form is set out as Appendix "B" to this agreement.

(c) The Society agrees during the term of this Collective Agreement, to meet with a Committee of the Union comprised of not more than five (5) employees who shall be either employee representatives or Union executive members twice yearly in the months of May and November. Should either party believe it necessary to meet between these months, a request for a meeting shall be made in writing with an agenda provided and the parties will endeavour to meet within ten (10) working days of such request. The purpose of such meetings shall be to deal with present or prospective problems relating to the

administration of the Collective Agreement other than grievances or other matters mutually agreed to by the parties. Union committee members attending such meetings during their regular working hours shall not suffer any reduction in their regular pay. A National representative of the Canadian Union of Public Employees may be present at any meeting referred to hereunder at the request of either party.

(d) The Society agrees that, following notice given under Article XXXVIII, Duration of the Collective Agreement, to meet for the purpose of negotiations in accordance with Section 38.02. The Society further agrees to share equally with the Union the cost, if any, of meeting facilities and to pay the salaries of up to five (5) employee representatives of the ~~Union~~ <sup>6304</sup> Negotiating Committee, it being understood that any additional representatives on the Union Negotiating Committee will be paid by the Union. For purposes of clarity, the payment assumed by the Society would be the regular straight time earnings of a maximum of five (5) employees for time actually lost from regularly scheduled work hours in direct negotiations with the Society. It is understood that this undertaking is not a limit on the duration of any meeting or meetings conducted outside regular working hours. The payment set out above for time spent in negotiations between the parties would include conciliation and mediation sessions unless the local is engaged in a lawful strike.

6.05 The Union shall keep the Society notified in writing of the names of current representatives, the areas they represent and those representatives who are members of the grievance committee as well as the effective date of their respective appointments.

6.06 There shall be at least one (1), but not more than four (4) Union representatives (referred to in Section 6.01). exclusive of Executive Officers, for each of the Society's service or support units as defined below:

- Finance and Administrative Services
- Central Services
- Central Resource Services
- Etobicoke Branch Services
- North York Branch Services
- Scarborough Branch Services
- Toronto East Branch Services
- Toronto West Branch Services
- Each Admission and Assessment Residence
- Each Treatment Centre or Residence

Notwithstanding the appointment of representatives by services as designated herein, the Society recognizes that there may be occasions on which a Union representative may assist in the processing of a grievance originating in another service.

ARTICLE VII - GRIEVANCE PROCEDURE

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

For purposes of this Article, reference to "**days**" relating to Steps in the grievance and arbitration procedure shall exclude Saturdays, Sundays, paid holidays and, with respect to time limits applicable to a grieving employee in the Steps in Section 7.02, his/her special leave days and regularly scheduled days off other than the above.

7.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. If an employee has a complaint, he/she shall discuss it with his/her immediate supervisor within ten (10) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The discussion shall be between the employee and his/her immediate supervisor. The employee may request a Union Representative be present. The supervisor shall give his/her response to the complaint within five (5) days and, failing settlement, it may be then taken up as a grievance within five (5) days following advice of the immediate supervisor's decision in the following manner and sequence.

Step 1

A meeting will then be held where the employee, who may request the assistance of his/her Union representative, may present his/her grievance to his/her immediate supervisor with the appropriate Service Director, Branch Assistant, Department Head, or their designate present. Such meeting shall be held within five (5) days of the complaint being taken up as a grievance unless extended by agreement of the parties. The grievance shall be in writing on a grievance form approved by the Society and the Union and shall include the nature of the grievance, the remedy sought and shall be sufficiently specific to identify the provisions of the Agreement which are alleged to have been violated. Failing settlement, the immediate supervisor shall deliver his/her decision in writing within five (5) days following the presentations of the grievance to him/her.

Failing settlement:

Step # 2

Within five (5) days after the decision in Step # 1, the grievor, who shall have the assistance of the Union Grievance Committee, may submit the grievance in writing to the Director of Human Resources, or his/her designate. A meeting will then be held between the Director of Human Resources, or his/her designate, and the Union Grievance Committee (which shall not exceed three (3) in number, including a representative in the Department in which the grievance arose). Such meeting shall be held within ten (10) days of submission of the grievance at Step #2 unless extended by agreement of the parties. It is understood and agreed that a National Representative of the Canadian Union of Public Employees may be present at such meeting at the request of either party and that the Society may also have such counsel and assistance as it may desire. The decision of the Director of Human Resources, or his/her designate, shall be delivered in writing within seven (7) days following the date of such meeting.

In all of the above Steps where the grievance relates to a job posting, "supervisor" shall mean the Supervisor or Department Head where the vacancy exists.

- 7.03 It is agreed that a policy grievance arising between the Society and the Union relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, shall be originated under Step # 2 and the time limits set out with respect to that Step shall appropriately apply.
- 7.04 Where a number of employees have the same grievance, and each employee would be entitled to grieve separately, they may present a group grievance and such written grievance shall be originated under Step # 2 and the time limits set out with respect to that Step shall appropriately apply.
- 7.05 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within thirty (30) days after the decision under Step # 2 is given, the grievance shall be deemed to have been abandoned.
- 7.06 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

- 7.07 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Society, or, if applicable, the date of the alleged violation providing it does not exceed the time limits set out in Section 7.02.
- 7.08 It is understood that a probationary employee may be discharged for any reason satisfactory to the Society and such discharge shall not be subject to the grievance procedure.

ARTICLE VIII - ARBITRATION

- 8.01 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (5) days thereafter the other party shall nominate an arbitrator: provided, however, that if such party fails to nominate an arbitrator as herein required, the Ministry of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators **so** nominated shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of ten (10) days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 8.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.05 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.06 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will share equally the expenses, if any, of the chairperson of the Arbitration Board.
- 8.07 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to **so** comply shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 44(6) Chapter 228; 1980, RSO as amended of the Labour Relations Act.

ARTICLE IX - SENIORITY

9.01 Seniority, as referred to in this Agreement, shall mean length of continuous service with the Society, from last date of hire. As between two or more employees who commenced work on the same day, the employee whose job application has the earliest date will be considered to be the senior employee.

9.02 Employees in the clerical and general service seniority group classifications up to and including job level 5 in the clerical seniority group shall be on probation for a period of three (3) consecutive calendar months of active employment. *8-1090* All other employees (including employees in job level 7 and above in the clerical seniority group) shall be on probation for a period of six (6) consecutive calendar months of active employment.

The Society may, upon the written agreement of the Union, which shall not be unreasonably withheld, extend the probationary period of any employee for a further three (3) consecutive calendar months of active employment. The employee and the Union will be notified of any such request, and the basis for it, in writing, no later than the two (2) week period preceding the expiration of the first three (3) months or six (6) months of probation, as the case may be. On successful completion of the probationary period an employee will be credited with seniority from the date of hire and such seniority shall have application in accordance with the provisions herein.

9.03 An employee will have no seniority rights during his probationary period and the dismissal of a probationary employee shall not be the subject matter of a grievance under provisions of the Collective Agreement.

9.04 For the purposes of this Article, the following shall constitute seniority groups:

Office Services  
Social Work  
Child Care  
General Service  
Specialized and Others

Attached as Schedule "A" are the current classifications within the seniority groups set out above. It is understood and agreed that the classifications referred to therein may be changed from time to time as required by the Society. The Union will be advised of any such changes prior to their implementation.

9.05 An employee shall lose all seniority and shall be deemed to have terminated if:

(a) an employee submits a written resignation or in the absence of a written resignation, when the Society confirms the resignation by registered mail at the employee's last known address:

- (b) an employee is discharged and not reinstated under the terms of this Agreement;
- (c) an employee has been laid off for six (6) months or the equivalent of the length of his/her seniority whichever is greater for an employee with up to one year seniority and ~~eighteen (18) months~~ in the case of an employee with one (1) year or more seniority.

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Laid off employees will have the right to refuse one (1) recall within the applicable time periods specified above. The Society must be notified of such refusal within five (5) calendar days of the receipt of the notice of recall;

- (d) an employee fails to notify the Society within five (5) calendar days of receipt of notice of recall and report within fourteen (14) calendar days from receipt of such notice. Notice of recall may be by telephone or telegram confirmed by registered mail. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;
- (e) an employee utilizes the leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Society. The Society will consider the employee's explanation and agrees that it will not be arbitrary, discriminatory, or act in bad faith in so doing.
- (f) an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Society of such absence and providing a reason satisfactory to the Society. The Society will consider the employee's explanation and agrees that it will not be arbitrary, discriminatory, or act in bad faith in so doing.

9.06 The Society shall maintain a seniority list showing the employee's name, date of hire, seniority group and current classification. This list shall be revised monthly with copies provided to the Union. At the same time, a list shall be posted quarterly on bulletin boards throughout the Society's premises. The Society shall also provide the Union with a seniority list identifying employees by geographical location and classification.

9.07 The Society agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent. It is understood that employees who move to a position outside of the bargaining unit will not accumulate seniority while so employed. Non bargaining unit employees may apply through the job posting procedure for a vacant position in the bargaining unit. Their applications will be considered on the basis of their seniority in the bargaining unit or on their length of service with the Society in a position or positions which are now encompassed by the bargaining unit.

ARTICLE X - HOURS OF WORK AND OVERTIME

34-3500

10.01 The normal work week for Office Services, Social Work, Family Support Workers, and Specialized and Other Services staff (see Schedule B) will be thirty-five (35) hours, exclusive of meal periods, except with respect to employees engaged in continuous operations or on special shifts.

10.02 The normal work week for residential Child Care Workers will average forty (40) hours, exclusive of meal periods, as designated by the Society over the period scheduled which shall not exceed four (4) weeks. The normal work week for General Service Staff will average thirty seven and a half (37 1/2) hours, exclusive of meal periods, as designated by the Society over the period scheduled which shall not exceed four (4) weeks. The normal work week for all other employees will average thirty five (35) hours, exclusive of meal periods, as designated by the Society over the period scheduled which shall not exceed four (4) weeks. It is understood, however, that general service staff, including cooks and child care staff who, as a part of their regular duties supervise children during meal periods shall be on duty during meal periods in addition to their regular hours of work for the purposes of this Article.

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10.03 Subject to the provisions of this Article, employees engaged in continuous operations or on special shifts, the Society will not require consecutive days of work and consecutive days off where practical and reasonable to do so.

10.04 When an employee is advised that he/she is on-call, that he/she shall immediately be available by telephone contact or paging device, the employee shall be paid fifty percent (50%) of the straight time hourly rate for each hour the employee is "on-call".

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10.05 Notwithstanding the foregoing, it is understood that this Article sets out the normal hours of work and is intended only to provide a guide for the time which shall constitute a guarantee of hours of work per week nor a limitation on the scheduling of hours of work subject only to the provisions herein.

10.06 In addition to providing required services there shall be a one (1) hour rest period and a 15 minute rest period in each completed half shift, unless otherwise provided.

10.07 Employees in child care seniority grouping shall be eligible for normal time performance work in L and A & A residences, and will receive a shift differential of \$0.37 (37.2) cents per hour worked for all regular hours of work between the hours of 6:00 p.m. in the evening and 6:00 a.m. in the morning. This shift differential shall be increased by the same applicable percentage increase as the differential as established through the negotiation process and will be effective as of the negotiated date(s) and terms of implementation.

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10.08 Authorized hours worked in excess of the normal work week under Section 10.01 and 10.02 above shall be compensated for on the following basis:

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- (a) employees normally scheduled to a thirty-five (35) hour work week shall be entitled to compensatory time off on an hour for hour basis for all hours worked in excess of thirty-five (35) hours per week up to forty-four (44) hours per week. Hours worked in excess of forty-four (44) hours per week shall be paid for at time and one-half of the employee's regular straight time hourly rate. Compensatory time off shall be granted within thirty (30) days of the day on which the excess hours were worked at a time determined by the Society and satisfactory to the employee. Where such time off cannot be scheduled within the thirty (30) day period referred to above, unless extended by agreement, the Society will pay for each hour worked in excess of thirty-five (35) but not exceeding forty-four (44) hours per week on a straight time basis;
- (b) employees normally scheduled to a forty (40) hour work week shall be entitled to compensatory time off on an hour for hour basis for all hours worked in excess of an average forty (40) hours per week over the period scheduled up to forty-four (44) hours per week. Hours worked in excess of forty-four (44) hours per week shall be paid for at time and one-half the employee's regular straight time hourly rate. Compensatory time off shall be granted within thirty (30) days of the day on which the excess hours were worked at a time determined by the Society and satisfactory to the employee. Where such time off cannot be scheduled within the thirty (30) day period referred to above, unless extended by agreement, the Society will pay for each hour worked in excess of forty (40) but not exceeding forty-four (44) hours per week on a straight time basis;
- (c) in scheduling compensatory time off, the Society will take into consideration the wishes of the employee, the amount of compensatory time standing to the employee's credit and the need to maintain proper service coverage. In no case, however, will the amount of compensatory time standing to the employee's credit be allowed to remain at fifty (50) hours or more. Credited compensatory time in excess of fifty (50) hours will be paid out at straight time.

10.09 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime and other premium payments.

10.10 The parties to this Agreement recognize that the nature of the Society's operations may require the performance of overtime work from time to time and employees will co-operate in the performance of such overtime. The Society will attempt to advise employees of required overtime as far in advance as may be practicable and consider legitimate personal excuses of employees.

- 10.11 Where an employee is required to perform unscheduled overtime work of an emergency nature and as a direct result incurs legitimate out-of-pocket expenses arising out of the care of the employee's dependents, the Society will reimburse the employee for such expenses provided they are reasonable and the employee obtains supervisory approval, in writing if required, within two (2) working days following the date on which the expenses were incurred.
- 10.12 The Society will attempt to provide as much advance notice as may be practicable with respect to changes in the work schedules. Where major changes in the scheduling of hours of work, including the introduction of new schedules of work are required, the Society agrees to advise and discuss such changes with the Union prior to their implementation. In the application of this Section to employees at L.S.R. and A & A residences, the Society shall prepare and submit changes in work schedules to affected employees for discussion and a Union representative may attend any meetings. In implementing any changed work schedules for the locations above, the Society shall give careful consideration to the views of affected employees and the Union.
- 10.13 The hours and days of work of employees subject to shift work in L.S.R. and A & A residences shall be posted a minimum of four (4) weeks in advance and such scheduled hours of work will not be changed except for purposes of maintaining proper service coverage when S & R staff are not available or the circumstances are not appropriate, in which case the supervisor will give as much advance notice as possible to the affected employee, under the circumstances. Unless notified beforehand not to report for work, an employee reporting for work at his scheduled starting time where no work is available shall be paid a minimum of four (4) hours pay on a straight time basis. 46-04
- 10.14 Where an employee has completed his/her regularly scheduled hours of work and, without prior notification, is called in to work outside his/her regularly scheduled working hours, or, without notification, called in on a paid holiday or special leave day, he/she shall receive credit for all hours worked with a minimum guarantee of four (4) hours except to the extent that such four (4) hour period overlaps or extends into his/her regularly scheduled shift in which case he/she shall be credited with the actual hours worked up to the commencement of his/her regular shift. It is understood that this provision has no application in cases of a change in the employee's regular work schedule. Where no public transportation is available and the employee is unable to provide his/her own transportation, the Society will either provide transportation or reimburses the employee for any necessary cost for transportation to and from Agency premises. 48D-1
- 10.15 When a shift worker in L.S.R. or an A & A residence is required to continue working after 12:01 a.m. or report to work prior to 6:01 a.m., and on Sundays before public transportation is available, and the employee is required to travel to or from work during the period and is unable to provide his/her own transportation, the Society will either provide transportation or reimburse the employee for any necessary cost for transportation to and from work.

- 10.16 **39A-100** When an employee is required to work a minimum of three (3) hours overtime immediately following the employee's regular shift, the Society will provide the employee with a meal allowance to a maximum of ten dollars (\$10.00). Employees will be required to submit a receipt prior to claiming such an allowance.
- 10.17 When an employee is required to attend a residence meeting on a regularly scheduled day off, he will be paid a minimum of four (4) hours pay on a straight time basis. In normal circumstances the employee will not be required to perform other duties.
- 10.18 (a) When an employee is required to work on what is his/her first scheduled day off in his/her schedule for any week, he/she shall be paid at time and one-half his/her regular straight time hourly rate for all hours worked on such first scheduled day off, provided he/she has worked or does work all of his/her regularly scheduled shifts in that week or is absent on any or all shifts on paid or unpaid leave of absence covered by the provisions of the Collective Agreement. Such overtime shall be paid or taken as compensatory time off in accordance with the provisions of Section 10.08.
- (b) **37D-0** When an employee is required to work on what is his/her second scheduled day off in his/her schedule for any week, he/she shall be paid at double his/her regular straight time hourly rate for all the h \_\_\_\_\_ n such second scheduled day off, provided he/she has worked or does work all of his/her regularly scheduled shifts in that week or is absent on any or all such shifts on paid or unpaid leave of absence covered by the provisions of the Collective Agreement. Such overtime shall be paid or taken as compensatory time off in accordance with the provisions of Section 10.08.
- (c) For purposes of this Article, the work week shall be defined as a period of seven (7) calendar days commencing 12:01 a.m. on Monday and ending at 12:00 midnight the following Sunday.
- 10.19 **✓** When an employee is required to **work** a regular shift on Christmas Day or New Year's Day or is called in to work on either day, all hours worked shall be paid at double the employee's regular straight time hourly rate. For purposes of clarity, payment of double time for hours worked on Christmas Day and New Year's Day shall apply with respect to any hours worked between 12:01 a.m. and midnight on either day. An employee who works a scheduled shift which commences at 11:00 p.m. just prior to 12:01 a.m. on either New Year's or Christmas Day will also receive double time for one (1) hour from 11:00 p.m. to 12:01 a.m. at the start of the shift.

**ARTICLE XI - LAYOFF AND RECALL**

- 11.01 **17C-1** In the event of a reduction in required service demands within a seniority group defined here in layoff of staff shall, subject to the following, be on a group seniority basis providing the remaining employees have the necessary qualifications and ability to perform the available work.

- 11.02 In the case of a subsequent increase in service demands, recall, subject to the provisions of Section 9.05(c) and 9.05(d) shall be in reverse order of seniority provided the employees with recall rights have the necessary qualifications and ability to perform the available work.
- 11.03 Where a layoff is necessary, the Society shall first meet with the Union to discuss the effect of such reduction on the level of services required and the classification level(s) of affected staff and hear any representations of the Union. The parties may, by mutual agreement, determine how the layoff will be affected. Such agreement will be final and binding on all concerned. If no such agreement is reached, Section 11.04 below will apply.
- 11.04 The Society shall then advise the Union of those employees affected who may then exercise displacement rights against employees in the same or lower classification within the respective seniority groups, providing the remaining employees have the necessary qualifications and ability after a familiarization period of up to fifteen (15) days, if necessary, to perform the available work.
- Also see Letter of Understanding page 58.
- 11.05 (a) The Society agrees to provide employees with a minimum of eight ~~(8) weeks written notice of layoff. Employees with nine (9) years of seniority or more will receive an additional one (1) weeks notice for each year of active service in excess of eight~~ (8) years to a ~~maximum of 12 weeks notice in total.~~ For the purposes of clarity, no employee will receive more than twelve (12) weeks notice of layoff. Where such minimum notice is not given, employees will be provided regular pay for all or any portion of the period of notice if the employee is not required to work. It is understood that this provision does not apply to probationary employees.
- (b) The Society will provide employees who are actually laid off and who need assistance in seeking other employment with training with respect to drafting a resume, the conduct of an employment interview and how to conduct a job search. The Society will also assist laid off employees with respect to particular job opportunities.
- 11.06 New employees shall not be hired into a seniority group until those laid off have been given an opportunity of recall provided they have the necessary qualifications and ability to perform the available work.
- 11.07 The Society agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.
- 11.08 For purposes of this Article, it shall be the employee's responsibility to keep the Society advised of his/her current address and telephone number.

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11.09 Employees who do not have present job qualifications for the jobs they perform respecting education and experience will be deemed to be so qualified.

11.10 During the first three (3) months of layoff, or until the employee is eligible for benefits with a new employer, whichever shall occur first, the Society will continue to pay ~~its share~~ of benefits for employees who were eligible for coverage under the Society's group insurance plans provided that the employee pays his/her share for the following benefits:

Group Life  
Accidental Death and Dismemberment  
Major Medical  
Semi-Private Hospital  
Dental  
Vision Care

Application of this article is conditional upon acceptance by the carrier; upon coverage being requested within ten (10) days of receiving notice of layoff from the Society and upon the Society being given post-dated cheques for the monthly premium costs in advance for as long as the benefit coverage is required.

Subject to the terms and conditions noted above, an employee may extend the benefit coverage period by an additional three (3) months at his/her own expense provided the employee is not employed and provided that the employee requests such coverage within fifteen (15) days of completion of the three month coverage. It being understood that the Society will not continue to pay its share of benefits through the second three (3) month period.

11.11 No member of the Union, so long as he/she is President of the Union, shall be laid off for any reason.

ARTICLE XII - UNION SECURITY

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12.01 The Society agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit.

12.02 The amount of the regular monthly dues shall be those authorized by the Union in accordance with the provisions of its By-laws and Constitution and the Financial Secretary of the Union shall notify the Society of any changes therein and such notification shall be the Society's conclusive authority to make the deductions specified.

12.03 In consideration of the deducting and forwarding of Union dues by the Society, the Union agrees to indemnify and save harmless the Society against any claims or liabilities arising or resulting from the operation of this Article.

- 12.04 Dues deductions shall become effective in the month following the month in which the employee was hired. Such dues shall be forwarded to the Secretary/Treasurer of the Union in the same month as the deduction is taken, along with a list of employees by name and position from whom deductions were made. By separate list the Society shall provide the Union with the names and classifications of bargaining unit employees hired or who have terminated in the preceding month. In addition, the Society shall, from time to time, provide the Union's duly appointed auditor with random sample information sufficient for the auditor to verify that the dues are being deducted in accordance with this Article. The Society will only provide such information to the auditor if it is satisfied that the information will be kept in strict confidence by the auditor. The auditor will advise the Union of any discrepancies or errors.
- 12.05 The Society agrees to provide each new member of the bargaining unit with a copy of the Collective Agreement and an information packet which will be provided to the Society by the Union.
- 12.06 (a) At the time of employment, the Society shall provide each new employee with a form which the employee may sign authorizing the Society to provide the Union with the employee's address and phone number.
- (b) The Society shall provide the Union with an updated list of such names, addresses and phone numbers established through 12.06 (a) on a quarterly basis.

**ARTICLE XIII - DISCHARGE AND DISCIPLINE**

- 13.01 A claim by an employee that he/she has been unjustly discharged (except in cases of a probationary employee), suspended with or without pay or laid off, shall be treated as a grievance if a written statement of such grievance is lodged with the Society at Step # 2 of the grievance procedure within ten (10) days after the date of discharge, suspension with or without pay or layoff is effected.
- 13.02 In cases of discharge or suspension with or without pay, the employee will be made aware of the reasons for such action, prior to its taking place, and the action will be confirmed in writing to the employee. The discussion will be between the employee and his/her immediate supervisor. At any interview where the Society confirms its actions in discharging or suspending an employee without pay or converts a suspension with pay to a suspension without pay or termination a Union representative shall be present during such interview unless the employee does not wish a Union representative present and confirms this by signing Appendix "A" attached hereto in the presence of a Union Steward. Where a Union representative is not present, the Union will be advised in writing of the Society's action.

13.03 Such special grievance may be settled under the grievance or arbitration procedure by:

- (a) confirming the Society's action in dismissing the employee:  
or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost less any compensation received from any source during the period from the date of his/her discharge to his/her reinstatement: or
- (c) by any other arrangement which may be deemed just and equitable.

13.04 The Society agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

**ARTICLE XIV - LEAVE OF ABSENCE**

14.01 <sup>630</sup><sub>3</sub> The Society may, at its discretion, grant leave of absence without pay for legitimate personal reasons.

14.02 (a) Maternity Leave - Provided an employee has at least six (6) months service, the Society shall grant such leave, without pay, at the written request of the employee, for any period up to a maximum of ~~eleven (11) months~~. During such leave ~~seniority shall accumulate and the Society will continue to pay the percentage of the billed premium for the life and health insurance provided for under this Collective Agreement provided the employee pays her share of the premium payments.~~

Employees shall be entitled to use vacation or other forms of leave of leave provisions to extend their leave up to one (1) year.

(b) Paid Maternity Leave - An employee entitled to pregnancy leave under this Article, who provides the Society with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan. The SUB payment is contingent upon acceptance of the SUB plan by the U.I.C. for registration.

In respect of the period of pregnancy leave, payments made according to the SUB plan will consist of the following:

i) For the first two weeks, payments equivalent to seventy percent (70%) of the salary which the employee would otherwise have earned during the period:

and

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ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly U.I. benefits the employee is eligible to receive and any other earnings received by the employee, and seventy percent (70%) of the salary which the employee would otherwise have earned during the period.

14.02 (c) Recognizing that the Society exists to serve its clients and that service must be provided with as much continuity as possible, employees will be asked to advise the Society, in writing, whether they intend to return to work ON the expiration of maternity leave or not. Employees who have advised the Society that they do not intend to return to work following maternity leave will continue to be eligible for group insurance and medical benefits for the duration of their maternity leave. Employee premium contributions, where required, will be paid monthly in advance for benefits to be continued.

If during maternity leave, an employee who advised that she would not return to work following her maternity leave changes her mind, she must advise the Society immediately in writing. Should the employees previous position have been permanently filled, the employee may be assigned to an existing vacancy in the service area in which she was last employed or the employee will be placed on the recall list on the same basis as a laid off employee as outlined in Section 9.05 (c), pending a suitable vacancy in the service area in which she was last employed. In either cases such vacancy need not be posted provided the returning employee fills the vacancy.

14.03 Adoption Leave - Provided an employee has at least six months (6) service, the Society shall grant leave of absence at the time of the employee's legal adoption of a child on the same basis as maternity leave in 14.02 above.

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14.04 Spousal leave - Provided an employee has six months (6) service, on request in writing, leave of absence ~~with pay may be~~ granted at the time of the birth/adoption of a child for any spouse not receiving maternity leave. Such leave of absence shall not exceed ten (10) working days unless extended in writing by the Society. Such leave shall begin within three (3) months of the birth at a time mutually agreed between the employee and the supervisor. The supervisor's agreement will not be unreasonably withheld.

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also  
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14.05 Jury and Witness Duty - An employee called for jury duty or subpoenaed as a Crown witness shall receive for each day absent from regularly scheduled working hours, his regular pay for his regularly scheduled working hours providing the employee furnishes the Society with a Certificate of Service signed by the Clerk of the Court and pays to the Society any fee received for each day of absence.



14.06 The Society agrees to grant leave of absence for personal needs without loss of regular pay for time lost from regularly scheduled hours of work up to a maximum of six (6) working days per year to employees who have completed their probationary period or who subsequently successfully complete their probationary period subject to the provisions herein:

- (a) Employees requesting such leave must do so in writing at least two (2) weeks in advance, except in the case of emergencies where the employees will give such notice as soon as is practical.
- (b) The Society will grant such leave subject to its ability to provide necessary service coverage.
- (c) Up to three (3) days of unused authorized absence may be carried over from year to year, provided the maximum number of authorized absence days does not exceed nine (9) days at any time.
- (d) For purposes of this section "year" is defined as January 1, 1990 to December 31, 1990, and continuing thereafter with the appropriate changes.

14.07 Educational Leave - The Society agrees during the term of the Collective Agreement to grant educational leave on the following basis:

- 62A-3
- (a) Any employee who has completed at least (2) years of continuous service with the Society may make written request for educational leave to attend an accredited college, university, graduate school, or training program, either in Canada or abroad, for the purpose of improving work oriented educational qualifications.
  - (b) Such requests will be made in writing to the Director of Human Resources or his/her designate at least sixty (60) days prior to the requested commencement date of such leave, and the director will advise the employee in writing within thirty (30) days of his/her decision regarding such request.
  - (c) Should an educational leave of absence be granted, the employee's benefits and salary ~~will be discontinued at the commencement of the leave and any remaining vacation entitlement will be paid to the employee.~~ Seniority and sick leave entitlements will be retained but not accumulated during such leave and will be reinstated at the original levels on return from the educational leave.
  - (d) During such leave the Society, at its discretion, may fill the vacancy created either by a contract worker on a temporary basis or permanently by posting the vacancy through the job posting procedure in the Collective Agreement.

- (e) The employee will advise the Society, at least thirty (30) days in advance, of the date of his/her expected return. Should the employee's previous position have been permanently filled, the employee may be assigned to an existing vacancy in the service area in which he/she was last employed or the employee will be placed on the recall list on the same basis as a laid off employee as outlined in Section 9.05(c) and subject to Section 14.07(c), pending a suitable vacancy in the service area in which he/she was last employed. In either case, such vacancy need not be posted, provided the returning employee fills the vacancy.

- 14.08 Applicable benefits provided under the Collective Agreement, subject to the provisions of the respective plans, shall continue during any approved leave of absence up to but not exceeding thirty (30) calendar days. Where the provisions of certain benefits can be continued for longer than thirty (30) days and the Society practice is to continue them, such benefits will be continued for up to six (6) months, provided the employee makes specific arrangements for their continuation with the Personnel Department prior to the leave, including employee contribution, if any, towards premiums.

**ARTICLE XV - JOB POSTINGS**

- 15.01 It is the policy of the Society to promote from within where possible and reasonable to do so. In such a case permanent vacancies in the bargaining unit and vacancies for contract positions which are expected to continue for at least one year will be posted on bulletin boards throughout the Society's operations. Postings shall contain the job title, current salary range, seniority group, location, and where applicable, a brief description of the duties and responsibilities. In addition, the posting shall indicate those qualifications required by the Society. The Society agrees not to refer prospective new employees to a hiring supervisor or department head until all internal applications have been fully processed. The Society will make every reasonable effort to post such vacancies within ten (10) working days of written notification by the employee leaving the position. In addition, where possible and reasonable to do so, the Society will post new positions as funding becomes available.
- 15.02 Vacancies shall be posted for a period of eight (8) calendar days and employees bidding on job vacancies must make application in writing and this must be received by the Labour Relations Manager no later than the eighth (8th) day. 275-1
- 15.03 Vacancies which will not or are not expected to exceed ninety (90) calendar days and vacancies caused by absence due to illness, accident, leaves of absence (including Maternity leave) need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Society which include the temporary reassignment of any employee. Vacancies exceeding ninety (90) calendar days will be posted and the Society may, at its discretion, post such temporary vacancies as secondment opportunities.

- 15.04 It is understood that where a vacancy arises, the filling of which shall not result in any increase in complement, the Society may first transfer, without posting, employees to positions within the same department, having the same salary level and classification, providing the duties and responsibilities are generally the same. It is also understood that employees in contract positions who have been employed for more than ONE (1) year and whose term of employment has come to an end, will be transferred to vacant permanent positions at their former classification and salary level, within the bargaining unit, which they are qualified and able, without training, to perform. In these circumstances, the vacant positions to which the contract employees are transferred will not be posted. If there are no permanent vacancies to which contract employees could be assigned, such employees will be able to exercise their seniority rights in accordance with the Article on Layoff and Recall.
- 15.05 The Society shall first consider applicants who, at one time, were employed in, and applicants who are presently employed within the seniority group in which the vacancy arose and for whom a successful bid would result in a promotion or transfer. Where the relative skill, ability and job efficiency of such applications are equal and further provided the employees in question have the qualifications, without training, to perform the duties and responsibilities of such classification, group seniority shall apply.
- 15.06 If the vacancy is not filled on the foregoing basis, then the Society shall consider qualified applicants from outside the seniority group for whom a successful bid would result in a promotion or transfer. In considering such applicants, the criteria set out in Section 15.05 above shall apply.
- 15.07 If the vacancy is not filled on the foregoing basis, the Society may consider any other applicants and where, in the Society's opinion, there are no applicants who are qualified, without training, to perform the duties and responsibilities of the job in question, fill such vacancy at its discretion.
- 15.08 The Society agrees that where a permanent vacancy within the bargaining unit has been posted and the vacancy is subsequently filled, all applicants will be verbally advised of the name of the successful applicant within seven (7) days of the appointment where possible and reasonable to do so. In any case, the Society will advise the Union in writing of the names of the applicants and identify the successful applicant, if any, within seven (7) days of the applicants appointment to the position.
- 15.09 The Society need not consider any applicant to a posting who has, within the prior six (6) month period, successfully bid on a vacancy.
- 15.10 The Society agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

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ARTICLE XVI - QUALIFICATIONS

- 16.01 It is understood that if staffing qualification guidelines are established by the Ministry Of Community and Social Services and adopted by the Society, and that if, as a result, there are employees of the Society who do not meet the qualification guidelines for the bargaining unit job they are performing, the Society will consider them qualified for that position and for similar positions in the same level in their seniority group.

ARTICLE XVII - STAFF TRAINING AND DEVELOPMENT

- 17.01 It is the intent of the Society to develop and implement appropriate and relevant Staff Training and Development programmes and /or information to provide an opportunity for employees to upgrade their skills and knowledge in areas directly related to their work, including but not limited to familiarization with Society policy and procedures.
- 17.02 Where compulsory or voluntary "in house" training sessions are made available to employees in accordance with training calendars are issued by the Society, time spent by employees in attendance will be paid for at the employee's normal rate of pay on a straight time basis. 258-1
- 17.03 Where an employee and supervisor identify additional training or developmental needs which may be met by attendance at a conference, workshop, or seminar outside of the Society's own training program, and the necessary funds are available, the Director may authorize attendance by the employee. The Society recognizes that pre-retirement education is an appropriate training subject to be dealt with under this section.
- 17.04 In such cases the Society may pay ~~registration and/or conference~~ fees, and when the conference, ~~workshop or seminar is held~~ in another city, the Society may also pay reasonable transportation and lodging where required as well as necessary out of pocket expenses in accordance with normal practice. Additionally, employees will suffer no loss of pay as a result of such attendance should all or part of the training require their absence during regular working hours. 2

ARTICLE XVIII - TRANSPORTATION

- 18.01 It is recognized that a number of employees covered by this Agreement are required as part of their normal duties and responsibilities to operate motor vehicles. Those employees so required to drive as part of their normal job duties shall hold valid drivers' licences of the Class required and successfully complete a driving test established by the Society. The Society has a number of vehicles for use by employees and qualified employees authorized to operate and assigned to such vehicles shall comply with the procedures established from time to time with respect to their use.

- 18.02 Effectivethe first of the month following receipt of written notice of ratification, where an employee is authorized to use his/her own car on approved Society business including driving to assigned duties away from his/her accustomed work location he/she shall be paid a mileage allowance in the amount of twenty-eight cents (28¢) per kilometer or forty five point one cents (45.10) per mile. It is understood and agreed that employees using their personal cars on the Society's business shall maintain third party insurance in an amount not less than one million dollars (\$1,000,000). The Society agrees to pay the employee a flat amount of fifteen dollars (\$15.00) per month for provision of required insurance, this amount to be shown on the monthly mileage account for payment in accordance with the normal practice of the Society. Effective January 1, 1991 mileage allowance shall be paid in the amount of twenty-nine cents ~~(22¢) per kilometer~~ or forty six point seven cents (46.70) per mile and a flat amount of ~~eighteen dollars (\$18.00) per month~~ for provision of required insurance.
- 18.03 The Society maintains limited free parking at a number of its locations in Metropolitan Toronto. Where such free parking at the employee's normal reporting location is not available and on those days that employees are required to use their own vehicles in the course of their normal duties, they may claim reimbursement for the cost of public parking. Reimbursement shall be in the amount of one-twentieth of the normal monthly parking charge for each of those days on which the use of vehicles was required on Society business.
- 18.04 Should an employee's car be damaged by a client in the normal course of his/her duties, the Society will reimburse the employee the cost of any repairs not otherwise paid for by any other source, provided the employee advises his/her supervisor within twenty-four (24) hours of the incident and the resulting damage, and provided the employee supplies the Society with information respecting his/her comprehensive car insurance and proof that he/she has submitted an insurance claim. The Society may require estimates for the costs of repair of the damage.
- 18.05 Where an employee is required to own or have access to a car for use on approved Society business, and such requirement is a term and condition of employment, this requirement is waived through the applicable probationary period. It is understood that failure to have access to a car will not be grounds for an extension of the probationary period.

ARTICLE XIX - SICK LEAVE

- 19.01 Pay for sick leave is granted for the sole and exclusive purpose of protecting employees against loss of income during periods of legitimate illness and shall be granted on the following basis:

In determining eligibility for sick leave hereunder, the Society shall take into consideration other than purely physical illnesses such as severe stress, anxiety or psychological exhaustion ~~resulting~~ directing from an employee's performance of job duties. 73-18100

- (a) Sick leave shall accumulate on the basis of one and one-half (1 1/2) days per calendar month of active employment for all ~~full time~~ employees covered by this Collective Agreement to a maximum accumulation of one hundred (100) working days regardless of service.
- (b) All permanent employees shall be credited on date of hire, in addition to (a) above, with five (5) days of sick leave credit.
- 208-920  
7-5-75  
(c) All full time employees who have completed three (3) calendar months' continuous service and all new employees who complete three (3) calendar months' continuous service shall, in addition to the foregoing, be entitled to sick leave credits at  $6\frac{2}{3}\%$  of their regular straight time salary for a period not to exceed one hundred (100) days: it is understood, however, that any sick leave under (a) and (b) above, shall first be exhausted and deducted from the one hundred (100) day maximum.
- (d) An employee returning to work following an illness shall retain any unused sick leave credits and resume accumulation under Subsection (a) above: additional sick leave credits as provided under (c) above shall again be available on completion of one (1) calendar month's continuous service following a return to work from illness.
- (e) Sick leave credits provided herein shall continue to accumulate during an employee's illness up to the month the employee goes on to the Income Maintenance Program, provided the employee is covered under such plan, otherwise to a limit of three (3) months following the commencement of any illness. It is understood sick leave is not payable during the period an employee is receiving benefits under the Income Maintenance Plan.
- 68-1  
(f) Part time employees regularly employed for more than twenty-four (24) hours but less than full time shall be entitled to sick leave in accordance with all of the foregoing provisions prorated in the proportion that their regularly scheduled hours of work bear to the full time hours of work for employees in their classification: such proration shall apply only to the rate of accumulation.
- (g) The Society may, at its discretion, require a medical certificate as a condition for the payment of any sick leave hereunder and/or as evidence of the fitness of an employee to return to work after a period of illness. Employees will co-operate reasonably in agreeing to the release of any pertinent medical information.

ARTICLE XX - VACATIONS

- 20.01 All full time employees with less than one (1) year's continuous service as of May 31st shall be entitled to vacation with pay at their regular rate of pay as set out in Table A attached hereto.
- 20.02 (a) **Effective January 1, 1991, all full time employees, after one year of service will be entitled to four (4) weeks of vacation.** 4
- (b) Until December 31, 1990 all full time employees in the General and Office Service classification shall, on completion of one year or more of continuous service as of May 31st be entitled to a vacation of three (3) weeks with pay at their regular rate of pay.
- (c) Until December 31, 1990 all full time employees, in the General and Office Service classification shall, in the calendar year in which their third (3rd) anniversary falls, and thereafter, be entitled to a vacation of four (4) weeks with pay at their regular rate of pay.
- (d) All full time regular employees shall, in the calendar year in which their tenth (10th) anniversary falls, be **entitled to an additional working day of vacation for each additional year of completed service up to an aggregate of twenty-five (25)** 5 working days.
- (e) All full time employees shall, in the calendar year in which their ~~twenty-fifth (25th)~~ anniversary falls, and thereafter, **be entitled to a vacation of six (6) weeks with pay** at their regular rate of pay. 6
- 20.03 Full time employees in the Social Work, Child Care, Specialized and Other classifications shall, on completion of one year or more continuous service as of May 31st be entitled to a vacation of four (4) weeks with pay at their regular rate of pay.
- 20.04 Temporary and casual employees shall be entitled to vacation with pay in accordance with the provisions of the Employment Standards Act.
- 20.05 *68B-1* Employees regularly employed for more than twenty-four (24) hours per week but less than the normal schedule of hours for the classification in question shall be entitled to vacations in accordance with the foregoing but their vacation pay shall be prorated in the amount that their scheduled hours of work bears to the normal hours of work in that classification.
- 20.06 An employee who is absent from work and not receiving pay from the Society for a period in excess of one (1) month in any qualifying year (June 1 to May 31) shall have his vacation pay prorated, ~~or~~ such unpaid absences, except in cases of Maternity and Adoption Leaves.

- 20.07 Vacation schedules shall be posted by April 1st of each year and shall not be changed without the consent of the employee and the agreement of the supervisor.
- 20.08 Vacations shall be taken at a time scheduled by the society taking into consideration the wishes of the employee and service requirements, it being understood that no vacation shall be scheduled during an employee's probationary period. Notwithstanding the foregoing, the Society may, under special circumstances, grant leave of absence without pay to an employee during the probationary period where such request was made at the time of employment. Where, in scheduling vacations in accordance with the foregoing, conflicts arise amongst employees as to their choice of vacation time, consideration shall be given to the respective service of such employees, their vacation preferences in prior years and staffing requirements in the final determination of the vacation schedule.
- 20.09 On termination of employment prior to the completion of the probationary period an employee shall receive vacation pay in accordance with the provisions of the Employment Standards Act. On termination of employment following the completion of the probationary period an employee shall receive vacation pay in an amount calculated in accordance with Table A attached hereto.
- 20.10 *SSD*  
1  
Vacations shall normally be taken in the calendar year for which they are earned. By agreement of the Society, an employee's vacation or part thereof may be carried over to the following year providing it is completed by the end of the pay period in which March 31st falls. Such agreement will not be unreasonably withheld.
- 20.11 Before commencing vacation, each employee shall co-operate fully with respect to the completion of any urgent job requirements.

NOTE: See Letter of Understanding Page 56.

ARTICLE XXI - TEMPORARY, CASUAL OR CONTRACT EMPLOYEES

- 21.01 It is recognized that, from time to time the Society engages the services of temporary, casual or contract employees other than those currently excluded under Section 2.01 of the Collective Agreement to cover absences of regular staff due to vacations, illness, leaves of absence, secondments or to perform special projects.
- 21.02 For purposes of clarity, the intermittent employment of persons as subs and relief shall not be covered by the provisions of the Collective Agreement. Where the full time employment of persons as subs and relief does not or is not expected to exceed three (3) continuous calendar months, they shall not be covered by the provisions of the Collective Agreement. Other persons referred to in the foregoing paragraph and subs and relief employed on a full time basis in excess of three (3) continuous calendar months shall be covered by the provisions of the Collective Agreement except as provided herein:



- (a) Where such employment is less than one (1) year, such persons may be terminated or laid off without regard to seniority notwithstanding the provisions of the Collective Agreement.

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If their employment continues on a full time basis in excess of one (1) year, the Society agrees to credit them with actual seniority accrued during such temporary, casual or ~~contract~~ **employment**, following which all of the provisions of Article IX shall apply..

- (b) Where such employment is less than one (1) year, they shall not be entitled to income maintenance, vacation and pension provisions of the Collective Agreement and Articles XXVIII, ~~XX~~, and XXV shall have no application. They shall be entitled to vacation pay in accordance with the provisions of the ~~Employment~~ Standards Act. They shall be entitled to earn one (1) special leave day with regular pay after each four (4) continuous months worked, Such special leave day(s) to be selected by the employee subject to supervisory approval. They shall be entitled to earn hours equal to one (1) authorized absence day with regular pay after each four (4) continuous ~~months~~ worked, Such authorized absence day(s) or hour(s) to be requested by the employee in writing at least two weeks in advance, except in the case of emergencies where the employee will give such notice **as** soon as is practical. The Society will grant such leave subject to its ability to provide necessary service coverage. They shall be entitled to earn sick leave on the basis of one and one half (1 1/2) days per month worked to a maximum accumulation of eighteen (18) working days. This shall represent the full entitlement with respect to sick leave.

- 77d  
/ 1
- (c) The employer shall not be required to pay the classification rates set out in Schedule D to such employees during their first year of employment and the employees shall be advised of their rate of pay at the same time of their engagement. Should their continuous employment exceed one (1) year, then they shall be paid the classification rates in Schedule D, if applicable, providing they are performing the duties and responsibilities of any of the classifications set out herein.

21.03

The Society agrees to provide the Union on a quarterly basis with a list of all temporary, casual and contract employees consistent with Article 21.01, the reasons why the employee was hired and the intended length of the employee's term of employment.

**Note 1:** Regular employees who have bid into contract positions outside of the normal establishment will not be covered by this Article.

ARTICLE XXII - JOB SHARING

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- 22.01 when two (2) workers wish to share a job the following will apply:
- (a) Each job sharing arrangement will replace one full-time bargaining unit position. The job will be split into two (2) half-time positions.
  - (b) Job sharing will be limited to one (1) bargaining unit position per team or supervisor unless otherwise agreed to by the parties.
  - (c) The Society may request at any time that an unsuccessfully posted position be shared under the terms of this Agreement.
  - (d) The request for job sharing will be made by two (2) current full-time bargaining unit employees who have completed their probationary periods. This request will be related to one particular bargaining unit position. The Supervisor at the position in question must be in agreement with the job sharing request.
  - (e) Seniority and Service will be prorated for all purposes during the job sharing period.
  - (f) All Seniority or Service related benefits will be prorated during the job sharing period.
  - (g) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.
  - (h) All fringe benefits will continue to be made available to employees who job share subject to insurance eligibility rules. However, the Society will only be required to contribute or pay premiums or provide benefits consistent with the Collective Agreement as if there was one employee in the full-time position rather than two. Premium payments required of employees because of job sharing will be made by payroll deductions. Written authorization from such employees for the payroll deduction of premium payments must be provided to the Society as a condition precedent to their participation in the fringe benefit program.
  - (i) Benefit levels (i.e., Accidental Death and Dismemberment, ~~CMERS~~, Life Insurance and Long Term Disability) will be related to the gross income of the job sharing employee.
  - (j) Hours and days of work and specifics of job duties will be as established by the Supervisor in accordance with service needs from time to time.
  - (k) For job sharing requests to be considered, the Worker's ability to coordinate workload will be taken into account.

- (l) Job sharing request will only be considered if the employees who make the request commit to the job sharing position for a minimum of six (6) months.
- (m) In the event one worker resigns or transfers from the job shared position, the remaining worker will:
  - (a) be reassigned to the position full-time
  - or
  - (b) continue in the job-sharing position if there is another worker at the same level requesting job sharing who meets the requirements as noted above.
- (n) The Society will not be liable to make any payment in excess of what is required for a full-time employee performing all of the work of a full-time position under the Collective Agreement simply because two (2) employees are sharing the single job. Payments will be shared, not duplicated. This provision shall not apply to Article 10.17 of the Collective Agreement.
- (o) Overtime for job sharing employees will be considered as authorized hours worked in excess of the normal work week for the full-time position and will be compensated for as prescribed by Section 10.08 of the Collective Agreement. Overtime compensation will be shared by the job sharing employee in the same proportion as the overtime is worked by them and in no event will be greater than if the position was occupied by one (1) employee instead of two (2), i.e., no more than nine (9) hours per worker per Service Return.
- (p) Workers involved in job sharing arrangements will continue to be members of the full-time bargaining unit covered by the full-time Collective Agreement as modified by this Job sharing Agreement.

**ARTICLE XXIII - DENTAL PLAN**

23.01

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The society agrees to provide a Dental Care Plan, integrated with Major Illness Benefit, and to pay 100% of the premium towards coverage of all eligible employees covered by this Agreement. Such plan will be with Great West Life (or provision of comparable coverage with another carrier) and will be continued during the term of this Agreement.

See letter of Intent page 69.

**ARTICLE XXIV - MAJOR MEDICAL BENEFIT PLAN**

24.01

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The Society agrees, during the term of this Agreement to continue to pay the full cost of premiums towards coverage of all eligible employees under the Major Medical Benefit Plan with Great West Life (or to provide comparable coverage with another carrier) subject to the terms and conditions of the plan.

ARTICLE XXV - PENSION PLAN

25.01 The Society agrees to continue in effect during the term of this Agreement the present Ontario Municipal Employees Retirement System (OMERS) plus the existing pension supplements presently provided by the Society in accordance with existing practice.

ARTICLE XXVI - LIFE INSURANCE

26.01 The Society agrees, during the term of this Agreement, to continue to pay the full cost of premiums towards coverage of all eligible employees under the group life insurance plan with Great West Life (or to provide comparable coverage with another carrier) providing for basic life insurance equal to two and one-half (2 1/2) times the annual salary subject to the terms and conditions of the life insurance plan.

ARTICLE XXVII - O.H.I.P.

27.01 The Society agrees to pay one hundred percent (100%) of the premiums applicable for single and dependent coverage for all eligible employees.

ARTICLE XXVIII - INCOME MAINTENANCE PROGRAM

28.01 The Society agrees, during the term of this Agreement, to continue to pay fifty percent (50%) of the billed premiums towards coverage of all eligible employees under the long term salary continuance plan with SunLife of Canada (or to provide comparable coverage with another carrier) subject to the terms and conditions of the plan.

ARTICLE XXIX - BENEFITS FOR EARLY RETIREES

29.01 Effective July 1, 1990, The Society agrees to provide coverage to retirees for the benefits provided in Article 24.01: Major Medical Benefit Plan, Article 23, the Dental Plan; and Article 36: the Vision Care Plan of the Collective Agreement subject to the following provisions:

- (1) The Society will pay for the cost of the above benefits based on the following formula: the percent of premiums paid would be one (1) times the employee's years of service with the Society at early retirement.
- (2) This applies only to retirees between the ages of 55 and 64 inclusive and would include current and future retirees between these ages.

ARTICLE XXX- PAID HOLIDAYS

30.01 Employees shall be entitled to the following holidays with pay:

New Year's Day  
 Good Friday  
 Victoria Day  
 Dominion Day  
 Civic Holiday  
 Labour Day  
 Thanksgiving Day  
 Christmas Day  
 Boxing Day

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30.02 Employees shall be additionally entitled to ~~three (3)~~ special leave days, one (1) which may be selected by the ~~employee~~ subject to supervisory approval. The remaining two (2) days shall normally be taken pursuant to Section 30.06 below unless otherwise agreed. Special leave days for the current year should be taken before the end of the first pay period in December. Next year's complement will be added in the following pay run. The Society will advise employees in writing in the month of October of the cut off date.

30.03 Holiday pay will be computed on the basis of the employee's regular pay received had there been no holiday.

30.04 In order to qualify for pay for the holiday concerned, the employee must work the full schedule of hours of work on the work days immediately preceding and immediately following the holiday unless absent for all or part of such days for reasons satisfactory to the Society.

30.05 Any employee required to work on any holiday set out in 30.01 above shall be paid at the rate of ~~time and one-half~~ his regular straight time hourly rate of pay for ~~all hours worked~~ and shall be entitled to a day off with pay at a ~~time~~ established by the Society and satisfactory to the employee, subject to the provisions in Section 10.19 of this Agreement.

30.06 It is recognized that employees may be required to work on the holidays and special leave days set out herein. Subject to maintaining efficient operations employees shall be entitled, where practicable, to five (5) consecutive days off inclusive of statutory and special leave days and days off referred to herein during the Christmas or New Year's week.

ARTICLE XXXI - BULLETIN BOARDS

31.01 The Union shall have reasonable access to bulletin boards throughout the premises of the Society for the posting of appropriate Union notices pertaining to matters relating to employees covered by the Collective Agreement. Copies of all notices shall be given to the Labour Relations Manager prior to posting and the Society retains the right to approve any material posted herein.

ARTICLE XXXII - T4 SLIPS

- 32.01 The Society agrees that the total amount of any monthly Union dues deducted in the calendar year shall be identified on the T4 Slip provided by the Society.

ARTICLE XXXIII - EMPLOYEE PROTECTION

- 33.01 The Society agrees to continue in effect during the term of this Agreement the present comprehensive liability insurance providing incidental professional liability and other coverage at no cost to the employees or to provide comparable coverage with another carrier.
- 33.02 This legal liability protection specifically includes the situation where an employee is criminally charged for conduct alleged to have occurred during the course of employment and is acquitted of the charges. Insurance protection will not require the payment of a deductible by the employee and will cover reasonable costs and expenses incurred directly in the defense of the criminal charges up to \$ 35,000.
- 33.03 The Union will be provided with current copies of legal liability master insurance policies. The Union will be notified, in advance, of any change in the carrier.

ARTICLE XXXIV - ACCESS TO PERSONNEL FILES

- 34.01 Any employee who has completed probation shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluation, formal disciplinary notations and other documents contained therein. It is understood and agreed that employee evaluations are not disciplinary in nature and will not be used against an employee in cases of discipline.

ARTICLE XXXV - LONG SERVICE BONUS

- 35.01 The Society agrees to pay a Long Service Bonus of Three Hundred Dollars (\$300.00) as a salary bonus for employees who have attained fifteen (15) years or more of service prior to year end December 31st. Such bonus shall be payable in the last pay period prior to Christmas in any year by separate cheque.

ARTICLE XXXVI - VISION CARE

- 36.01 Effective date of ratification by both parties, the Society agrees to pay one hundred percent (100%) of the premiums for single and dependent (child) coverage for all eligible employees for a no co-insurance one hundred and fifty dollars (\$150) every twenty-four (24) months vision care plan.

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ARTICLE XXXVII - RETROACTIVITY

37.01 An employee who has retired from his/her employment between the termination date of the previous Agreement and the ratification date of the new Agreement shall receive the full retroactivity of any increases in wages, salaries or other prerequisites consistent with the applicability, terms and implementation dates determined through the negotiation process.

ARTICLE XXXVIII - VOLUNTEERS

38.01 The Society and the Union value the contributions of volunteers towards the goals of the Society and agree that Volunteers will not cause the layoff of regular full time employees.

This Article shall in no way alter, modify, reduce or fetter the ability of the Society to exercise its rights under Article 5.01.

ARTICLE XXXIX - HEALTH AND SAFETY COMMITTEE

- 39.01
- (a) The Society and the Union agree that they mutually desire to maintain standards of safety and health in the Society in order to prevent accidents, injury and illness.
  - (b) Recognizing its responsibilities under the applicable legislation, the Society agrees to establish a Health and Safety Committee composed of five (5) employee and five (5) Society representatives. The five (5) employee representatives shall be selected or appointed by the Union from amongst bargaining unit employees.
  - (c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend to the Executive Director actions to be taken to improve conditions related to safety and health.
  - (d) The Society agrees to co-operate reasonably in providing necessary information including accident reports and other relevant health and safety records in its possession to enable the Committee to fulfill its function.
  - (e) Meetings shall be held every second (2nd) month or more frequently, at the call of the chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review. Responsibility for chairing the meetings shall rotate twice yearly between Society and employee representatives on the Committee.
  - (f) Any employee representatives appointed or selected in accordance with (b) hereof shall service for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one (1) year. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

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- (g) The Union agrees to co-operate reasonably to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- (h) The Society shall maintain its present practice with respect to the supply of protective equipment and clothing. The need for additional protective equipment or clothing may be the subject of discussion at meetings of the Health and Safety Committee.

39.02 Health and Safety - The parties acknowledge the application of the occupational Health and Safety Act and the Society's Worker and Health and Safety: Policy and Complaint Procedure.

**NOTE:** See Letter of Intent page 69.

ARTICLE XL - WAGES AND CLASSIFICATIONS

40.01 The classification and wages for persons covered by the Collective Agreement shall, during the term of the Agreement, be as set out in Schedule "D" attached hereto.

40.02 The Society agrees that a Family Service Worker (Protection, Intake, Community) in level 12, and a Child Care Worker 2 or 3 (Admission & Assessment and LSR Residence) in level 10, who have a minimum of three (3) years continuous service in such a position, will retain their current salary should they move to a lower level position within the same seniority grouping.

40.03 If a new occupational classification is established by the Society, it shall determine the rate of pay for such new occupational classification and promptly notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Society to endeavour to negotiate a mutually satisfactory rate. Such request will be made within twenty-one (21) days after receipt of notice from the Society of such new occupational classification and rate, and the meeting will be held within ten (10) days of receipt by the Society of the Union's request. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Society.

- (a) Where an employee claims, during the term of the Agreement, that the duties and responsibilities of his/her classification have been changed in a substantive manner, and that as a result, his/her job is no longer properly classified and that his/her rate should be changed, he/she may request a meeting with the Society to endeavour to negotiate a mutually satisfactory rate. Any such request must be made within twenty-one (21) days of the changes to the duties and responsibilities of his/her classification and the meeting will be held within ten (10) days of receipt by the Society of the employee's request. Any changes mutually agreed to, resulting from such meeting, shall be retroactive to the date of the changes to the duties and responsibilities of the classification.



If the parties are unable to agree upon the rate of pay under a changed classification as referred to above, the procedure set out in Section 40.04 shall apply with the appropriate changes.

- 40.04 If the parties are unable to agree to the rate of pay for the new occupational classification, the Union may file a policy grievance with respect to the dispute. The Arbitration Board will determine the new rate solely by reference to the job content of the jobs in the seniority group in which the new position has been established. The rate for the new job must conform to the existing wage level and range structure. In order to maintain the integrity and the internal equity of the wage classification system, the Board of Arbitration will be limited to an analysis of the system. External wage and job classification data will not be received or considered by the Board.
- 40.05 The Society agrees that should the Ministry of Community and Social Services provide additional funding which is specifically designated to increase salaries, the Society will first meet with the Union to discuss the increases. The Society will increase the salaries as designated on the first pay period following written confirmation from the Ministry of Community and Social Services of the funds to be provided to the Children's Aid Society of Metropolitan Toronto to increase specific salaries.

ARTICLE XLI - DURATION

- 41.01 This Agreement shall remain in full force and effect until the 31st day of December, 1991 and shall automatically continue in effect thereafter for annual periods of one (1) year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.
- 41.02 If notice of amendment OR termination is given by either party in accordance with Section 41.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following the receipt of such notification or such further period of time as may be agreed upon by the parties.

EXECUTED at TORONTO, ONTARIO, this 13th day of December, 1990

FOR THE SOCIETY

FOR THE UNION

John Bellinger

Kathy Johnson

Bruce Dimeo

Will Colpina

Travis Mayle

BJ Tom

APPENDIX 'A'

I have been advised by my supervisor/department head of my right to have a Union Representative present during this disciplinary interview, and understand that unless I indicate otherwise, my Union Representative will be present at this interview.

I do not wish my Union Representative to be present during this disciplinary interview.

---

DATE

---

PRINT NAME

---

SIGNATURE OF SUPERVISOR/  
DEPARTMENT HEAD

---

SIGNATURE OF EMPLOYEE

---

SIGNATURE OF UNION STEWARD

APPENDIX B

CHILDREN'S AID SOCIETY OF METROPOLITAN TORONTO

UNION AUTHORIZATION FOR PAYMENT OF AND  
UNION COMMITMENT TO REIMBURSE THE AGENCY FOR  
SALARY AND BENEFITS CONTINUATION  
FOR UNION BUSINESS CUPE LOCAL 2316  
UNDER ARTICLE 6.04 (B) OF THE  
COLLECTIVE AGREEMENT

EMPLOYEE'S NAME : \_\_\_\_\_  
CLASSIFICATION : \_\_\_\_\_  
LOCATION \_\_\_\_\_

DATES \_\_\_\_\_ to \_\_\_\_\_

NUMBER OF HOURS: \_\_\_\_\_

AUTHORIZATION FOR PAYMENT AND AGENCY REIMBURSEMENT BY WAY OF DEDUCTION FROM  
MONTHLY UNION DUES.

\_\_\_\_\_  
Union President

Cp.: Supervisor, General Accounting  
Labour Relations Manager  
CUPE Local 2316

**TABLE "A"**VACATIONS

PERMANENT STAFF  
VACATION ENTITLEMENTS  
AT EMPLOYMENT OR TERMINATION

MONTH  EMPLOYED OR TERMINATED	*15 Day Entitlement			20 Day Entitlement		
	START			START		
	Current Year	Next Year	Term.	Current Year	Next Year	Term.
January	7	15	<b>a</b>	<b>a</b>	20	<b>12</b>
February	6	15	9	<b>7</b>	<b>20</b>	13
March	4	15	11	5	20	15
April	3	15	12	<b>4</b>	<b>20</b>	<b>16</b>
<b>May</b>	1	15	14	<b>2</b>	<b>20</b>	18
June	0	13	15	<b>0</b>	<b>18</b>	<b>20</b>
July	0	13	15	0	17	<b>22</b>
August	0	12	17	0	15	23
September	0	10	18	0	13	25
October	0	9	20	0	12	27
November	<b>0</b>	<b>8</b>	<b>21</b>	0	10	<b>28</b>
December	0	7	22	<b>0</b>	<b>9</b>	30

• ELIMINATED JANUARY 1, 1991

Note 1: Since the vacation entitlement year commences June 1 and ends May 31, subsequent months in the termination columns include current entitlement as well as entitlement already earned for the following year. Any vacation days actually taken would be deducted from days shown to arrive at net vacation days due on termination.

Note 2: Permanent employees who have completed their probationary period but terminate prior to completion of one year of service will have a vacation entitlement of 1.25 or 1.66 days for each completed month of employment; depending on whether the normal entitlement would have been 3 or 4 weeks.

TABLE "A" Cont'd.VACATIONS


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PERMANENT STAFF VACATION ENTITLEMENTS AT EMPLOYMENT OR TERMINATION						
MONTH TERMINATED	21 DAY Entitle- ment	22 DAY Entitle- ment	23 DAY Entitle- ment	24 DAY Entitle- ment	25 DAY Entitle- ment	30 DAY Entitle- ment
	Term	Term	Term	Term	Term	Term
January	12	13	13	14	15	18
February	14	15	15	16	17	20
March	16	16	17	18	19	23
April	18	18	19	20	21	25
<b>May</b>	19	20	21	22	23	28
June	21	22	23	24	25	30
July	23	24	25	26	27	33
August	25	26	27	28	29	35
September	26	27	29	30	31	38
October	28	29	31	32	33	40
November	30	31	33	34	35	43
December	32	33	35	36	37	45

SCHEDULE ACLASSIFICATIONS BY SENIORITY GROUPINGJOB CLASSIFICATIONSENIORITY GROUP 1 - CLERICAL

Clerk	Level 1
Clerk	Level 2
Accounting Clerk	Level 2
Clerk Typist	Level 2
Recep./Switchboard Clerk	Level 3
Accounting Clerk	Level 3
Clerk Typist/Steno	Level 3
Systems Clerk	Level 3
Clerk Typist	Level 3
Recep./Switchboard Clerk Typist/Secretary	Level 4
Accounting Clerk	Level 4
Clerk	Level 4
Systems Clerk	Level 5
Accounting Clerk	Level 5
Secretary	Level 5
Accounting Clerk	Level 6
Secretary	Level 6
Computer Operator	Level 6
Clerk	Level 6
<b>Secretary</b>	Level <b>7*</b>
Accounting <b>Analyst</b>	Level <b>8*</b>

- Pay Equity change January 1, 1991

SENIORITY GROUP 2 - SOCIAL WORKERS

Social Worker	Level 10
Social Worker	Level 11
Social Worker	Level 12

SCHEDULE A (CONT'D.)JOB CLASSIFICATIONSENIORITY GROUP 3 - CHILD CARE

Child Care Worker	Level 8
Child Care Worker	Level 9
Child Care Worker	Level 10

SENIORITY GROUP 4 - GENERAL SERVICES

Maintenance	Level 1
General Service	Level 2
Maintenance	Level 4
Maintenance	Level 5
Maintenance	Level 6
Tradesman	Level 7
Tradesman	Level 8

SENIORITY GROUP - SPECIALIZED & OTHERS

Specialized worker	Level 5
Specialized Worker	Level 6
Specialized Worker	Level 7
Specialized worker	Level 9
Specialized Worker	Level 10
Specialized worker	Level 11
Specialized worker	Level 12



**SCHEDULE B**

!

The normal work week for the following seniority groupings shall be thirty-five (35) hours.

- Seniority Group 1 - Office Services
- Seniority Group 2 - Social Workers, Family Support Workers  
and Crisis Support Team
- Seniority Group 5 - Specialized & Others

**SCHEDULE C**

The normal work week for the following seniority grouping shall be thirty seven and one half (37 1/2) hours.

- Seniority Group 4 - General Service

**SCHEDULE D**

The normal work week for the following seniority grouping shall be forty (40) hours.

- Seniority Group 3 - Residential Child Care

!

SCHEDULE ESALARY SCHEDULE AS PER JANUARY 1, 1990

<u>Level</u>	<u>TRANS 1</u>	<u>TRANS 2</u>	<u>TRANS 3</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
01				17,121	17,806	18,520	19,261	20,030			
02				<del>18,151</del>	18,878	19,628	20,419	21,231			
03				19,260	20,030	20,831	21,664	22,531			
04				20,452	21,268	22,119	23,007	23,925			
05				21,736	22,609	23,514	24,454	25,427			
06				23,128	24,052	25,014	26,014	27,054			
07				24,622	25,606	26,629	27,694	28,803	29,954		
08				26,248	27,296	28,389	29,524	30,706	31,931		
09	24,523	25,545	26,609	27,718	28,827	29,978	31,178	32,424	33,719		
10	26,176	27,267	28,404	29,587	30,771	32,000	33,279	34,613	35,993		
11				31,631	32,896	34,212	35,581	37,007	38,484		
12				33,852	35,207	36,613	38,078	39,602	41,181		

Employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range but not to exceed the maximum of the range. Employees hired prior to January 1, 1969 for the purpose of the annual increment will have January 1st as an anniversary date. Where a leave of absence granted under Section 14.01 or 14.07 exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 40.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

SCHEDULE ESALARY SCHEDULE AS PER JULY 1, 1990

<u>Level</u>	<u>TRANS 1</u>	<u>TRANS 2</u>	<u>TRANS3</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
01				17,635	18,341	19,076	19,839	20,631				
02				18,696	19,445	20,217	21,032	21,868				
03				19,838	20,631	21,456	22,314	23,207				
04				21,066	21,907	22,783	23,698	24,643				
05				22,389	23,288	24,220	25,188	26,190				
06				23,822	24,774	25,765	26,795	27,865				
07				25,361	26,375	27,428	28,525	29,668	30,855			
08				27,036	28,115	29,241	30,410	31,628	32,889			
09	25,259	26,312	27,408	28,550	29,692	30,878	32,114	33,397	34,731			
10	26,962	28,086	29,257	30,475	31,695	32,960	34,278	35,652	37,073			
11				31,277	32,580	33,883	35,239	36,649	38,118	39,639	41,225	
12				32,560	34,068	36,264	37,712	39,221	40,791	42,417	44,113	

Employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range but not to exceed the maximum of the range. Employees hired prior to January 1, 1969 for the purpose of the annual increment will have January 1st as an anniversary date. Where a leave of absence granted under Section 14.01 or 14.07 exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 37.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

SCHEDULE ESALARY SCHEDULE AS PER JANUARY 1, 1991

<u>Level</u>	<u>TRANS 1</u>	<u>TRANS 2</u>	<u>TRANS 3</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
01				18,341	19,075	19,840	20,633	21,457			
02			<i>Base</i>	<u>19,912</u>	20,691	21,494	22,342	23,211			
03				21,100	21,925	22,783	23,675	24,604			
04				22,377	23,252	24,163	25,114	26,097			
05				23,285	24,220	25,189	26,196	27,238			
06			23,785	24,775	25,765	26,796	27,867	28,981			
07			25,320	26,376	27,430	28,526	29,666	30,855	32,088		
08			27,049	28,118	29,240	30,411	31,627	32,894	34,205		
09	27,365		28,505	29,692	30,880	32,114	33,399	34,733	36,121		
10	29,210	30,428		31,694	32,963	34,279	35,650	37,079	38,556		
11				32,528	33,884	35,239	36,649	38,115	39,643	41,225	42,873
12				33,884	36,263	37,715	39,221	40,790	42,423	44,114	45,878

Employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range but not to exceed the maximum of the range. Employees hired prior to January 1, 1969 for the purpose of the annual increment will have January 1st as an anniversary date. Where a leave of absence granted under Section 14.01 or 14.07 exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 37.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

SCHEDULE ESALARY SCHEDULE AS PER JULY 1, 1991

<u>Level</u>	<u>TRANS 1</u>	<u>TRANS 2</u>	<u>TRANS 3</u>	<u>Minimum</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
01				18,891	19,648	20,436	21,252	22,101			
02			<i>Base</i>	<u>20,510</u>	21,312	22,139	23,013	23,908			
03				21,733	22,583	23,467	24,386	25,343			
04				23,049	23,950	24,888	24,838	26,880			
05				23,984	24,947	25,945	26,982	28,056			
06			24,499	25,519	26,538	27,600	28,704	29,851			
07			26,080	27,468	28,253	29,362	30,556	31,781	33,051		
08			27,850	28,962	30,118	31,324	32,576	33,881	35,232		
09	28,186		29,361	30,583	31,807	33,078	34,401	35,775	37,205		
10	30,087		31,341	32,645	33,952	35,308	36,720	38,192	39,713		
11			33,503	34,901	36,297	37,749	39,259	40,833	42,462	44,160	
12			33,773 (Vol co-ord BSW only)	34,901 MSW start	37,351 start	38,847	40,398	42,014	43,696	45,438	47,255

Employees shall be entitled, effective the first pay period following their anniversary date of employment, to receive an annual increment to the next step of their salary range but not to exceed the maximum of the range. Employees hired prior to January 1, 1969 for the purpose of the annual increment will have January 1st as an anniversary date. Where a leave of absence granted under Section 14.01 or 14.07 exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 37.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

LETTER OF UNDERSTANDING WITH RESPECT TO  
UNION REPRESENTATION ON BOARD COMMITTEES

The Society agrees, during the term of the Collective Agreement, to allow for representation by bargaining unit employees on certain Board Committees as follows:

Social Work Services Committee	2
Social Issues Committee	2
Branch Advisory Committee (as in existence from time to time)	1

and other Committees as mutually agreed to by the parties.

Representatives shall be appointed, elected or selected by the Union with the approval of the chairpersons of the respective Committees. Such representatives shall be entitled to participate on the respective Committees in the same capacity and subject to the same rights and responsibilities as Other members of such Committees.

Members appointed hereunder shall not suffer any loss of regular earnings for time spent during their normal working hours participating in the required activities of the Committees in question, it being understood, however, that time spent outside normal working hours shall be without pay and shall not be counted as hours worked for any pay purposes under provisions of the Collective Agreement.

Appointments made to the Committees shall be effective during the period of operation of the respective Committees and the Union shall keep the Society advised of the then current representatives on each of the Committees.

This Letter of Understanding does not form part of the Collective Agreement and is not subject to the grievance procedure.

DATED at TORONTO, ONTARIO, this *3th* day of *December*, 1990.



FOR THE SOCIETY

**LETTER OF UNDERSTANDING**  
**RE: CAMP PROGRAMS**


From time to time, the Society may decide to provide camp programs for children in residential facilities. Both the Society and the Union recognize the benefit of such programs. At the same time, the Society recognizes that certain employees may, for legitimate personal reasons be unable to participate in such programs.

Where the Society decides to establish a camp program for children in any residential facility, it will first meet with affected staff to outline the camp program and staffing requirements. Employees whose services will not be required for the camp program shall be advised of other available work, if any, and/or vacation periods scheduled during the period of the camp program. At the same time, employees will be canvassed as to their wishes to participate in the camp program. A representative of the Union may attend such meeting.

Where sufficient staff are available to provide the program, those participating will be assigned work on a live-in basis consistent with the conditions of employment attached hereto. To the extent that such conditions conflict with provisions of the Collective Agreement, the attached provisions shall prevail.

Employees excused from participating for legitimate personal reasons and employees not required for the camp program shall, providing they are not scheduled on vacation at that time, be assigned on a seniority basis during the period of the camp program to other available work they are qualified to perform. **If** no such work is available they shall be temporarily laid off in accordance with the provisions of Section 11.04 of the Collective Agreement.

DATED at TORONTO, ONTARIO, this 13th day of December, 1990.

  
FOR THE SOCIETY

CONDITIONS OF **EMPLOYMENT** APPLICABLE  
TO STAFF PARTICIPATING IN CAMP PROGRAMS

A. Working Conditions

Staff participating in overnight camp programs will be assigned work on a live-in basis, consistent with the duties and responsibilities of child care workers in accordance with regular residential child care practice of the Society.

Additionally, staff will be responsible for the safe transportation of children and/or adolescents to and from the camp site, the appropriate setting up of camp, meal preparation, camp activity, clean up of camp sites, dismantling of camp facilities where appropriate and, in general, ensuring adequate care and safety of the children and/or adolescents in care.

B. Rates of Pay

On the starting or finishing day of a camp program participating staff will receive their regular rate of pay for all camp related work activities up to a maximum of twelve (12) hours.

For every completed twenty-four (24) hour day of camp program, participating staff will receive twelve (12) hours of pay at their regular rate.

All such hours will be recorded and either paid or treated in accordance with Article 10.08(b) of the Collective Agreement.



**LETTER OF UNDERSTANDING****RE: BENEFITS ADVISORY COMMITTEE**

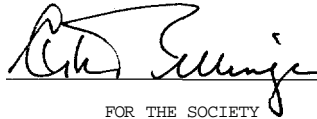
The Society agrees during the term of the Collective Agreement to establish and participate in a joint Union/Management Advisory Committee for the purpose of reviewing the existing benefits to analyze the cost and tax effectiveness of the present aspects of our various coverages and to review retirement supplements and/or supplementary plans.

Membership, terms of reference, frequency and times of meetings and other details of the Committee's functioning will be subject to agreement between the Society and the Union.

Within two (2) months of ratification, the Committee shall update the document "Everything You Wanted to **Know** About Benefits **And** Didn't **Have** Time To **Ask**.. Copies of this document will then be circulated to all staff.

This Letter of Understanding does not form part of the Collective Agreement and is not subject to the grievance procedure.

DATED at TORONTO, ONTARIO, this *13th* day of *December*, 1990.



FOR THE SOCIETY

**LETTER OF UNDERSTANDING AND AUTHORIZATION****TERMS OF UNION PRESIDENT'S LEAVE**

The Society agrees to allow an employee granted leave under Article 6.02 of the Collective Agreement to remain on the active payroll and to continue on the Society's group life and health insurance plans during his or her term of office on condition that CUPE Local 2316 reimburses the Society the full cost of the employee's salary and insured benefits on a current basis by way of a deduction from the monthly union dues cheque which is provided for by Article 12 of the Collective Agreement.

It is understood that this Agreement does not amend Article 6.02 or any other article of the Collective Agreement and operates outside the Collective Agreement. It is agreed that the President of Local 2316 will not receive any benefits additional to those provided for in the Collective Agreement.


The following conditions, agreed to by the Society and the Union will also apply:

1. Seniority shall accumulate during such leave of absence. Sick leave will be frozen and reinstated on return from the leave of absence.
2. Any remaining vacation entitlement will be paid out at the commencement of the leave period. On return to the Society, new vacation entitlement will be calculated in the same way as vacation entitlement for a new employee in accordance with "Table A Vacations" of the Collective Agreement.
3. On return to the Society, the employee will be assigned to a vacancy within his or her seniority group in the same classification level that he or she was employed in prior to the commencement of the leave. Such vacancy will not be posted or, if posted, will be removed from competition. Those who may have applied for the position will be advised that the vacancy has been filled in accordance with this Letter. If no vacancy exists, the employee may exercise his or her seniority rights in accordance with the appropriate articles of the Collective Agreement.
4. Should it be necessary for the Union to replace the President due to either an illness or a leave of absence, in excess of one (1) month, the employee seconded by the Union to the Union President's position shall have the right to return to the position held prior to the secondment.

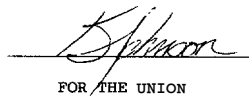
5. On return to the Society, the employee will be entitled to annual increments as if there had been no break in service.

The signing of this Letter by CUPE Local 2316 authorizes the deduction from the monthly Union dues cheque as provided for above.

DATED AT TORONTO, ONTARIO, this 13<sup>th</sup> day of December, 1990.



FOR THE SOCIETY



FOR THE UNION

## LETTER OF UNDERSTANDING

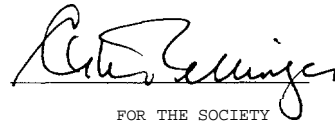
RE: SALARY PROTECTION - SPECIFIED EMPLOYEES

The Society has provided the Union with a list of employees whose salary is in excess of their maximum range after implementation of the new classification system, effective June 1, 1981.

The Society agrees with respect to such employees who, as a result of the implementation of Schedule "E" have salaries in excess of their new maximums, to protect them on a "red circle" basis.

The Society further undertakes that such protection will continue to apply to such incumbents for the duration of this Agreement.

DATED at TORONTO, ONTARIO, this *13th* day of *December*, 1990.



FOR THE SOCIETY

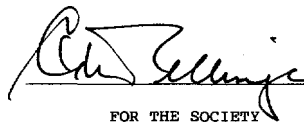
LETTER OF UNDERSTANDING

22A-1

RE: TECHNOLOGICAL CHANGE

The Society agrees to meet with not more than three members of the Union Executive during the term of the Agreement and following reasonable notice for the purpose of discussing any concerns the Union may have with respect to the introduction of technological changes which may have an affect on bargaining unit employees. By the same token, if the Society is considering the introduction of technological change which will have an affect on bargaining unit employees, it agrees to notify the Union as far in advance as is practicable of its intent to introduce such changes and to meet with the Union. At any such meeting, the Society will provide the Union with information as to the nature of the changes, the date on which the Society proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the affect, if any, the change may have on the working conditions and terms of employment of the employees affected.

DATED at TORONTO, ONTARIO, this 13<sup>th</sup> day of December, 1990.



FOR THE SOCIETY

## LETTER OF UNDERSTANDING

GUIDELINES RESPECTING THE ADMINISTRATION OF ARTICLE 20.11

The Union and the Society agree that the following expectations by social work and child care supervisors of staff departing on vacation leave are reasonable and, in general, reflect those job requirements which ought to be addressed before the start of such leave. Casework expectations will, of course, depend upon the circumstances of each case.

Social Work and Non-Residential Child Care (where appropriate)

1. Completion of all case recordings, progress or termination reports, and other documentation (for example, adoption referral and replacement/IPAC documentation, newborn hospital adoption placements) due and falling due during normal vacation leaves.
2. Last minute case status written report - supplied to Supervisor or completed with Supervisor just prior to departure, highlighting what needs to be done in worker's absence (for example, visiting arrangements for children in care).
3. Crown Ward summaries of children made Crown Wards in order to facilitate permanency planning, adoption.
4. Any case before the court during worker's absence will have been adjourned or preparation for hearing resourced adequately with Branch Counsel and Supervisor that a substitute can carry on.
5. "Case notes" are up-to-date and left with Supervisor.
6. All active clients advised of leave and back-up service system.

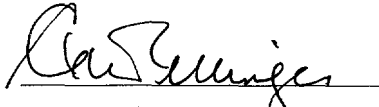
Residential Child Care


1. Completion of assessment/progress reports scheduled during the time off for a primary worker.

Consideration will be given where unforeseen emergencies arise which prevent compliance by the worker.

The Society recognizes that in some cases all of these expectations may not be met due to service demands in the period just prior to the commencement of the worker's vacation. In such cases, the worker and the supervisor together will do everything possible to ensure that service is maintained throughout the vacation period in an informed and orderly way.

Where agreement cannot be reached, the supervisor and worker will consult with the Branch Director whose decision will be final.

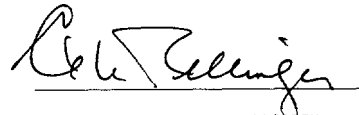
  
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FOR THE SOCIETY

  
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FOR THE UNION

LETTER OF INTENT**LAY-OFF AND RECALL - .SPECIALIZED AND OTHERS\*  
SENIORITY GROUP**

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Recognizing that employees working in job classifications in the above mentioned seniority group have limited lay-off and recall rights because of the specialized nature of their **work**, and recognizing that some employees in this seniority group have served the Society for relatively long periods of time, the Society hereby undertakes to consider any and all ways of retaining high seniority employees in the Specialized and Others Seniority Group in discussion with the Union pursuant to Article 11.03 of the Collective Agreement. The Society also hereby undertakes to consider any and all opportunities for the recall of employees who are laid off from the Specialized and Others Seniority Group and to consult the Union regarding same. The subject matter of this letter is grievable.



FOR THE SOCIETY



## LETTER OF UNDERSTANDING

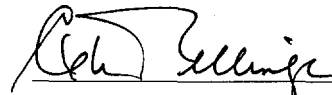
EMPLOYEE EVALUATIONS

When the Society undertakes a written evaluation of an employee, it will endeavour to complete the process within *six (6)* weeks. Employees will be given an opportunity to add written comments to the evaluation report and shall receive a copy which shall be signed by the employee and his/her supervisor and dated.

The employee's signature indicates only that the evaluation report has been seen and discussed with his/her supervisor. A copy of the evaluation report including any additional written comments by the employee will be placed in the employee's personnel file.

Further, the Society agrees during the term of the Collective Agreement to develop and implement policy and procedure in consultation with the Union Executive to address employee appraisal, including but not limited to, format, content, frequency, and the employee appeal.

DATED AT TORONTO, ONTARIO, this *13th* day of *December*, 1990



FOR THE SOCIETY


LETTER OF UNDERSTANDINGSOCIAL WORK

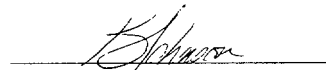
The Society and the Union agree to establish a Task Force made up of primarily Union designated Social Workers and their designated supervisors and the Union President or designate to look into ways of improving case load management. The Task Force will be convened within thirty (30) days following the date of receipt of a written request from the Union and shall review such matters as:

- The distribution of overtime;
- Scheduling of compensatory and other leaves:
- Back-up systems:
- Assignment of cases;
- Weighting of cases;
- Non-case carrying responsibilities:
- Relationship with staff and external agencies:
- Information flow • type of information, process and accountability.

The recommendations of this Task Force, together with comments on the possible positive and negative consequences of their recommendations, will be presented to a special meeting of the Labour/Management Committee. If satisfactory resolution is not reached at the Labour/Management Committee level, outstanding matters will be carried over to the next round of negotiations. While this process is on-going, the Society will advise employees of required overtime as far in advance as practical and will consider the personal circumstances of employees and accommodate the employees where, in the Society's opinion, such accommodations can be made in the circumstances. The structure, constitution and timeliness of this Task Force will be established at a special Labour/Management Committee meeting.

DATED AT TORONTO, ONTARIO this 13<sup>th</sup> day of December, 1990.

  
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 FOR THE SOCIETY

  
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 FOR THE UNION

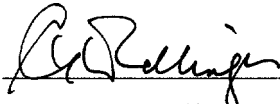
LETTER OF UNDERSTANDINGRESIDENTIAL CHILD CARE

The Society and the Union agree to establish a Task Force made up primarily of Union designated staff members and designated supervisors of the Society's Residential Child Care Facilities and the Union President or designate to look into ways of improving the distribution of work at these facilities. The Task Force will be convened within thirty (30) days following the date of receipt of a written notice of request from the Union and shall review such matters as:

- The distribution of overtime;
- The quality and quantity of Subs and Relief personnel;
- The sharing of Subs and Relief staff between facilities;
- The supervision of Subs and Relief staff;
- The role of floaters and the scheduling of work;
- The use of the Crisis Support Team;
- Information flow; type of information, process and accountability;
- Relationships between C.A.S. child care workers and external agencies.

The recommendations of this Task Force, together with comments on the possible positive and negative consequences of their recommendations, will be presented to a special meeting of the Labour/Management Committee. If satisfactory resolution is not reached at the Labour/Management Committee level, outstanding matters will be carried over to the next round of negotiations. While this process is on-going, the Society will advise employees of required overtime as far in advance as practical and will consider the personal circumstances of employees and accommodate the employees where, in the Society's opinion, such accommodations can be made in the circumstances. The structure, constitution and timeliness of this Task Force will be established at a special Labour/Management Committee meeting.

DATED AT TORONTO, ONTARIO this 13th day of December, 1990.

  
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 FOR THE SOCIETY

  
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 FOR THE UNION

LETTER OF UNDERSTANDINGCLERICAL


The Society and the Union agree to establish a Task Force made up of primarily Union designated clerical staff and their designated supervisors and the Union President or designate to look into ways of improving the quality and quantity of clerical work. The Task Force will be convened within thirty (30) days following the date of a written request from the Union and shall review such matters as:

- The distribution of overtime;
- The distribution and scheduling of workload;
- Scheduling leaves and back-up systems;
- Technological change and its effects;
- Information systems forms and record keeping;
- Relationship with staff and external agencies;
- Responsibilities of clerical staff;
- Information flow; type of information, process and accountability.

The recommendations of this Task Force together with comments on the possible positive and negative consequences of their recommendations, will be presented to a special meeting of the Labour/Management Committee. If satisfactory resolution is not reached at the Labour/Management Committee level, outstanding matters will be carried over to the next round of negotiations. While this process is on-going, the Society will advise employees of required overtime as far in advance as practical and will consider the personal circumstances of employees and accommodate the employees where, in the Society's opinion, such accommodations can be made in the circumstances. The structure, constitution and timeliness of this Task Force will be established at a special Labour/Management Committee meeting.

DATED AT TORONTO, ONTARIO this *13th* day of *December*, 1990.

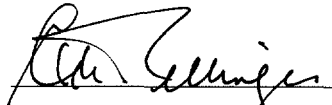
  
FOR THE SOCIETY


  
FOR THE UNION

LETTER OF UNDERSTANDINGGENERAL SERVICE ANDSPECIALIZED AND OTHERS

The Society and the Union recognize that from time to time concerns relating to these seniority groups may require discussion at a regular or a special Labour/Management Committee meeting. The Parties agree that should the concerns merit further review, the Task Force Process may be implemented..

DATED AT TORONTO, ONTARIO this *13th* day of *December*, 1990.

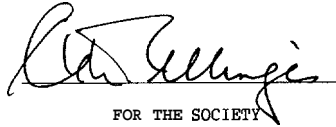
  
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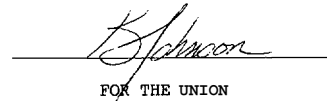
  
FOR THE UNION

LETTER OF UNDERSTANDINGNON-RESIDENTIAL CHILD CARE

The Parties agree that the Task Force Process described in the Letter of Understanding - Residential Child Care may be implemented at the request of either the Union or the Society. This Task Force will make its recommendations within four (4) months of implementation.

DATED AT TORONTO, ONTARIO this *13th* day of *December*, 1990.

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FOR THE SOCIETY

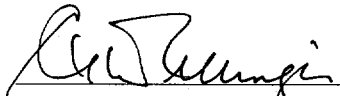
  
FOR THE UNION

LETTER OF UNDERSTANDINGRE: ARTICLE 11.04

The Society and the Union acknowledge and confirm the requirement under Article 11.04 that 'remaining employees have the necessary qualifications and ability after a familiarization period of up to fifteen (15) days, if necessary, to perform the available work.

However, the Society may consider at its sole discretion, the provision of a training period of up to fifteen (15) days to perform the available work. This letter of Understanding shall have applicability only to Article 11.04 and the exercise of this sole discretion shall not be the subject of any grievance.

DATED AT TORONTO, ONTARIO this *13th* day of *December*, 1990.

  
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FOR THE SOCIETY

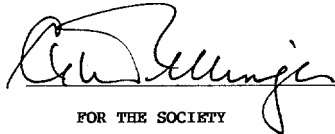
  
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FOR THE UNION

LETTER OF UNDERSTANDINGRE: JOB SHARING

Notwithstanding of Article XXII (M), the parties agree that after completing the job posting procedure if there is no other worker interested in sharing the job within the bargaining unit and the worker does not wish to be reassigned to the position full-time, the Society may hire someone from outside the Agency to job share the position subject to the following conditions:

- (1) The new worker will become a member of the fulltime bargaining unit covered by the Collective Agreement.
- (2) The remaining job share worker in the position must be in agreement to share the job with the new worker, such agreement will not be unreasonably withheld by either party.

DATED AT TORONTO, ONTARIO this 13<sup>th</sup> day of December, 1990.

  
\_\_\_\_\_  
FOR THE SOCIETY

  
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FOR THE UNION



LETTER OF INTENT

RE: TRANSPORTATION ISSUES

The Society agrees that during the term of the Collective Agreement it will investigate, in consultation with the Union, the feasibility of introducing:

- (1) Voluntary group auto leasing and voluntary direct group auto purchase discount plans:

and

- (2) A voluntary group auto insurance plan

DATED AT TORONTO, ONTARIO this *13th* day of *December*, 1990.

  
FOR THE SOCIETY *a*

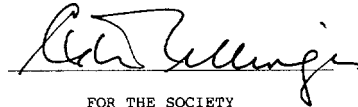
LETTER OF INTENTHEALTH & SAFETY ISSUES

The Society agrees during the term of the Collective Agreement to develop and implement policy and procedure to address employee complaints with respect to health and safety issues in consultation with the Union.

The Society undertakes to complete the development and implementation of such policy and procedure no later than ratification by the parties.

The Society and the Union acknowledge the application of the Occupational Health and Safety Act.

DATED AT TORONTO, ONTARIO this *13th* day of *December*, 1990.



FOR THE SOCIETY

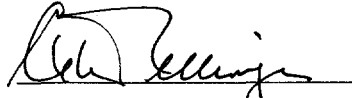
LETTER OF INTENT

DENTAL PLAN

The Society agrees that during the term of the Collective Agreement it will investigate, in consultation with the Union, the feasibility of introducing:

- (1) An elective, voluntary benefit plan with respect to restorative and/or orthodontic dental work subject to availability, eligibility and at the employee's **OWN** expense with respect to premiums and deductibles.

DATED AT TORONTO, ONTARIO this *13th* day of *December*, 1990.

  
FOR THE SOCIETY

LETTER OF AGREEMENT

between

CHILDREN'S AID SOCIETY OF METROPOLITAN TORONTO

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its local 2316 ✓

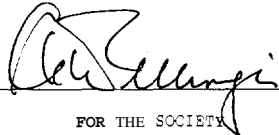
RE: EMPLOYEE ASSISTANCE PLAN


The Society and the Union agree to conduct a study, during the term of this Collective Agreement regarding the feasibility of an Employee Assistance Committee.

A committee shall be established which shall consist of two (2) representatives from the Society and two (2) representatives from the Union.

The Committee shall submit its report together with any recommendations to its respective principals by October 1, 1990.

DATED AT TORONTO, ONTARIO this 13th day of December, 1990.

  
FOR THE SOCIETY

  
FOR THE UNION

LETTER OF AGREEMENT

between

CHILDREN'S AID SOCIETY OF METROPOLITAN TORONTO

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2316



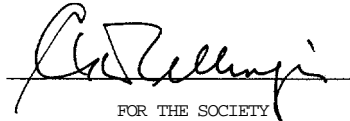
RE: WORKPLACE CHILD CARE COMMITTEE


The Society and the Union agree to conduct a study, during the term of this Collective Agreement, regarding the feasibility of On-Site Child Care.

A Committee shall be established which shall consist of two (2) representatives from the Society and two (2) representatives from the Union.

The Committee shall submit its report together with any recommendations to its respective principals by October 1, 1990.

DATED AT TORONTO, ONTARIO this 13th day of December, 1990.

  
FOR THE SOCIETY

  
FOR THE UNION

LETTER OF INTENTCHILDREN'S AID SOCIETY OF METROPOLITAN TORONTOPREPAID LEAVE PLAN1. PURPOSE:

The Prepaid Leave Plan, (hereafter called the Plan), has been developed to afford full-time employees of the Children's Aid Society of Metropolitan Toronto the opportunity of taking up to a one (1) year leave of absence and to finance the leave through deferral of salary from the previous years in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

2. ELIGIBILITY:

Any full-time employee having three (3) years seniority with the Society is eligible to participate in the Plan in accordance with the conditions set out in this policy.

3. APPLICATION:

- 3.1 A full-time employee, who qualifies as above, must make written application to the Director of Human Resources on or before August 31st requesting permission to participate in the Plan setting out the deferral programme requested.
- 3.2 Application will include the written recommendation of the immediate supervisor.
- 3.3 Written acceptance, or denial of the request with explanation, will be forwarded to the applicant by October 15th in the year the request is made.
- 3.4 Approval of individual requests to participate in the Plan shall rest solely with the Society. Requests will not be unreasonably denied.

**4. PROGRAMME ELECTIONS:**

- 4.1 The deferral period over which salary is deferred and accumulated, the amount thereof and the period in which leave is granted and repayment of such deferred salary and interest occurs shall be one of the following programmes:
- 4.2 two (2) years deferral of up to one third ( $1/3$ ) of annual salary in each year followed by one (1) year of leave:
- 4.3 three (3) years deferral of up to one quarter ( $1/4$ ) of annual salary in each year followed by one (1) year of leave:
- 4.4 four (4) years deferral of up to one fifth ( $1/5$ ) of annual salary in each year followed by one (1) year of leave:
- 4.5 five (5) years deferral of up to one sixth ( $1/6$ ) of annual salary in each year followed by one (1) year of leave.
- 4.6 When mutually agreed between the Society and the employee, a prepaid leave plan may be devised which allows for a deferral period different from those proposed in 4.2 - 4.5 above, provided that the percent and amount of monies being deferred during the deferral period does not exceed the ratio of the period of the leave of absence (measured in months) divided by the total period of participation in the Plan (i.e. the fraction of the leave of absence over the sum of the deferral period and the leave period).
- 4.7 No plan devised under section 4.6 shall have a deferral period in excess of seventy two (72) months or a leave period in excess of twelve (12) months.
- 4.8 Following the Society's approval, the employee and the Society shall enter into a written agreement which states that the employee waives the right to receive the deferred portion of the salary as defined in accordance with section 4.1 above. The agreement shall further set out all other terms of the Plan agreed to in accordance with the conditions herein.

5. PAYMENT OF SALARY AND BENEFITS:

- 5.1 The payment of salary and benefits, and the period of the leave of absence shall be as follows:
- 5.2 In the period of the programme, preceding the period of the leave, the employee will be paid a reduced percentage, in accordance with section 4 above, of the employee's annual salary.
- The remaining percentage of annual salary will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the Society to finance the period of leave.
- 5.3 The calculation of interest under the terms of this Plan shall be monthly (not in advance). The interest paid shall be that which is afforded to the Society to the month end balance of the trust account established for the purposes of the Prepaid Leave Plan as set out in writing by the Bank Branch with which the Society deals. Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. A yearly statement of the amount standing in the participant's credit will be sent to the participant by the Society.
- 5.4 During the period of the programme prior to the leave, any benefits related to the salary level, shall be structured according to the salary the participant would have received in the period concerned had the participant not been in the Plan.
- 5.5 A participant's coverage for life insurance, LTD, OHIP, extended Health and Dental Plan coverage will be maintained by the Society during the leave of absence, if eligibility conditions permit: however, the premium costs of all such plans shall be paid by the participant to the Society during the leave.
- 5.6 During the period of the programme that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received in the period prior to taking the leave had the participant not been in the Plan.
- 5.7 At the commencement of the period of leave, the Society shall pay to the participant the monies standing to the participant's credit less any premiums or contributions deducted for the leave, except as may otherwise be mutually agreed. If by mutual agreement, the employee chooses to have some of the deferral amount withheld during the leave then interest shall be paid on the balance withheld. All monies deferred including interest must be paid out by the end of the leave period.



6. **RETURN FROM LEAVE:**

6.1 On return from leave, the participant will be assigned to the participant's same position or, if the lay-off displacement of placement provisions have application, the employee will be governed by the appropriate terms of the Collective Agreement and/or Society policy. In determining the salary level applicable following the participant's return, the period of leave shall not qualify for salary increment purposes, but if there is a period of service in the year prior to the commencement of the leave for which no consideration has been given for salary level determination purposes, such period shall be taken into consideration for salary level determination purposes on the participant's return.

7. **SICK LEAVE CREDITS AND SENIORITY:**

7.1 Neither Sick Leave Credit nor Seniority will accumulate during the period spent on leave nor will Sick Leave be available during such period.

8. **WITHDRAWAL FROM THE PLAN:**

8.1. A participant may, with the approval of the Society, withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness). Requests for withdrawal must be submitted in writing to the Director of Human Resources, detailing the reason(s) for withdrawal, as soon as possible prior to commencement of the leave. The Society shall maintain the request and its approval as part of the Society records.

When a request for withdrawal is approved, the Society shall pay to the employee a lump sum equal to monies deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.

9. **POSTPONEMENT OF THE LEAVE BY THE SOCIETY OR THE PARTICIPANT:**

9.1 In the event that a suitable replacement cannot be obtained for a participant who has been granted a leave, or other extenuating circumstances which shall be reasonably applied, or the participant requests a postponement of the leave, the Society may by mutual consent up to six (6) months prior to the commencement of the leave postpone the leave, but the period of postponement shall not exceed twelve (12) months. In this instance, a participant may choose to remain in the Plan. or receive payment as in section 8.1 above.

9.2 Should section 9.1 result in a leave of absence being taken later than the originally intended final year of the Plan, any monies accumulated by the terminal date of the Plan will continue to accumulate interest until the leave of absence is granted.

10. DEATH OF PARTICIPANT WHILE ENROLLED IN THE PLAN:

10.1 Should a participant die while enrolled in the Plan, any monies accumulated, plus interest accrued to the date of payment will be paid to the employee's estate. Every agreement entered into under section 10.1 shall state that monies paid to the estate of any employee under this section are a "right or thing" within the meaning of the Income Tax Act and shall be taxable as income in the year of the employee's death in accordance with the Income Tax Act.

11. TAXATION:

11.1 During each taxation year the participating employee's income tax liability shall be in accordance with the Canadian Income Tax Act and the amount of the withholding tax deducted at source by the Society shall be based on monies actually received by the employee in each taxation year subject to the acceptance of this plan by Revenue Canada.

12. WITHDRAWAL OF THE PLAN BY THE SOCIETY:

12.1 The Prepaid leave Plan will be in effect for the duration of the Collective Agreement. All Prepaid Leave Plans approved by way of written agreement as in section 4.8 prior to the expiration of the Collective Agreement shall continue in accordance with the conditions herein. The Prepaid Leave Plan letter is subject to renewal at the discretion of the Society and the Union.

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