

# COLLECTIVE AGREEMENT

SOURCE	Comp
EFF.	96/04/01
TERM.	98/12/31
NO. OF EMPLOYEES	510
NOMBRE D'EMPLOYÉS	510

between



(hereinafter called the Society)

and

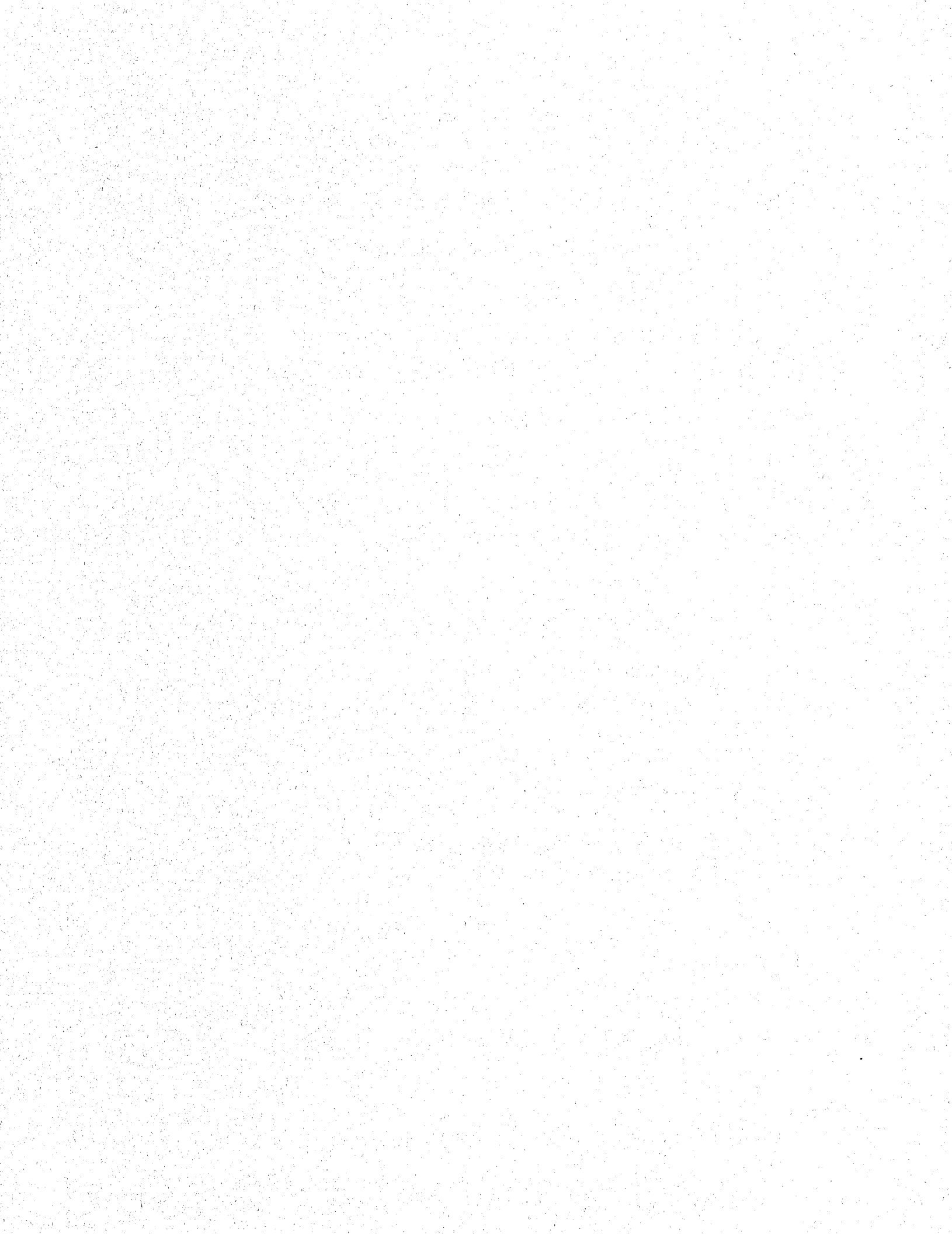


**The Canadian Union of Public Employees  
and its Local 2316**  
(hereinafter called the Union)

April 1, 1996 to December 31, 1998

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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 and youth residences and administrative offices in Metropolitan Toronto, save and except supervisors, persons above the rank of supervisors, Maintenance Superintendent, Co-ordinator Foster Parent Association, Assistant Property Manager, Volunteer Supervisor/ Co-ordinator, Health Service Co-ordinators, Planning Associates, Systems Analysts, one Senior Programmer, Accounting Analyst, persons employed in the Human Resources 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 practiced 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/her 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).
- 3.05 The Society and the Union recognize and uphold the inherent dignity, worth, and rights of each individual. We undertake to pursue equality; freedom from adverse discrimination and harassment; and, to pursue the removal of all barriers to equal opportunity.

#### **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/she has completed his/her 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 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, which **shall** be made **least two (2) weeks in advance**, an employee who is elected or selected for a temporary full-time position of at least two (2) **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 dated **July 29, 1996** applies.
- (c) The Society will provide a paid leave of absence of ten (10) days per calendar year for the first Vice President or his/her designate to conduct Union business. It is understood that request for such leave shall be made at least two (2) weeks in advance of any requested leave. Such request shall not be made for less than a four (4) hour period at any given time. For the purposes of this article a calendar year is January 1 st to December 31 st.

6.03 The Society will recognize a Grievance Committee which shall not exceed three (3) in number **up to Step 1 and shall not exceed four (4) in number at Step 2**, one of whom shall be designated chairperson from amongst Union Representatives elected or appointed under Article 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 sixty (60) 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.

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 **through whichever practice may be in place from time to time**, 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 X duration of the Collective Agreement, to meet for the purpose of negotiations in accordance with Article 41.02. 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 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 Article 6.01), exclusive of Executive Officers, for each of the Society's service or support units as defined below:

Finance and Administrative Services

**Long Term Care Services**

**Foster Care Services**

Etobicoke Branch Services

North York Branch Services

Scarborough Branch Services

Toronto East Branch Services

Toronto West Branch Services

**Internal Resources (Head Office)**

Each Admission and Assessment Residence

Each Treatment Program or Residence

**Services located at Central Branch**

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.



- 6.07           **The Union is permitted to use the Society's interoffice communication systems, including voice mail and electronic mail, for the purposes of transmitting correspondence relating to Union business between duly elected or appointed Officers or Committee members and members of the Human Resources Department. Any installation costs associated with this shall be the responsibility of the Union.**

#### **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 Article 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. **Upon mutual agreement a National Representative of the Canadian Union of Public Employees may be present at such meeting.** 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 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 griever, 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 Article 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 Article 44(6) Chapter 228; 1980, RSO as amended of the Labour Relations Act.
- 8.08 **In lieu of appointing a tri-partite Arbitration Board as set out above, the parties may agree to the appointment of a mutually acceptable sole arbitrator.**

#### 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 7 in the clerical seniority group shall be on probation for a period of three (3) consecutive calendar months of active employment. All other employees (including employees in job level 8 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.

Where there are performance concerns or problem areas identified, through ongoing supervision during an employee's probationary period, the employee shall be advised of the problem areas and of expectations and time limits for improvements.

**NOTE: Letter of Understanding re: BSW/MSW hiring criteria**

**9.03** An employee will have no seniority rights during his/her 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 and Youth Work  
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 **and does not rescind in writing such resignation within five (5) working days**, 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;

an employee has been laid off for eighteen (18) months in the case of an employee with greater than one (1) year of seniority and less than five (5) years of seniority;

an employee has been laid off for twenty-four (24) months in the case of an employee with greater than five (5) years of seniority.

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 **facsimile, which is then** 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, **pursuant to Article XV of this agreement. Their applications will be considered as external to the Bargaining Unit. Seniority previously accumulated while in the bargaining unit will be reinstated upon returning to bargaining unit employment, provided there has been no break in service with the Society.** In the event of a layoff, no employee outside of the bargaining unit **shall** be entitled to use his/her bargaining unit seniority to displace current bargaining unit employees.

#### **ARTICLE X - HOURS OF WORK AND OVERTIME**

- 10.01 The normal work week for Office Services, Social Work, Family Support Workers, General Service Staff 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 and Youth 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 Crisis Support Workers 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, resident cooks and child and youth staff who, as part of their regular duties supervise children during meal periods shall have such meal periods included as part of their regular hours of work for the purposes of this Article.
- 10.03 Subject to employees engaged in continuous operations or assigned to special shifts, the Society will schedule employees to consecutive days of work and consecutive days off where possible and reasonable to do so.
- 10.04 **Where it has been mutually agreed between the Society and the Union that a bargaining unit employee is required to be 'on-call', that is available by telephone contact or paging device, the employee shall be paid fifty percent (50%) of the employee's straight time hourly rate for each hour the employee is "on-call".**

- 10.05 Notwithstanding the foregoing, it is understood that this Article sets ( the normal hours of work for employees covered by the Agreement and is intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours of work per day nor days of work per week nor working schedule nor a limitation upon the scheduling of employees for work subject only to the provisions herein.
- 10.06 (a) Consistent with providing required services there shall be a one (1) hour lunch period and a fifteen (15) minute rest period in each completed half shift, unless otherwise provided.
- (b) Consistent with providing required services, Residential Child and Youth Workers will be granted a fifteen (15) minute rest period for each completed half shift.
- 10.07 Employees in the Child and Youth seniority grouping who, as part of their normal duties, perform shift work in L.S.R., A/A residences, **Treatment Program(s) or other Residential Program(s)** will receive a shift differential of thirty-seven point two (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 will be increased by the same applicable percentage increase as Schedule "D" salaries as established through the negotiation process and will be effective consistent with the negotiated date(s) and terms of implementation.
- 10.08 Authorized hours worked in excess of the normal work week under Article 10.01 and 10.02 above shall be compensated for on the following basis:
- (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.

**NOTE: See Letter of Understanding: Article 10.09**

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 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 Article to employees at A/A residences, Treatment Program(s), or other Residential Program(s) 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 A/A residences, Treatment Program(s), or other Residential Program(s) 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/her scheduled starting time where no work is available shall be paid a minimum of four (4) hours pay on a straight time basis.
- 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 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 reimburse the employee for any necessary cost for transportation to and from Agency premises.
- 10.15 When a shift worker in an A/A Residence, Treatment Program or other Residential Program is required to continue working after 12:01 a.m. or report to work prior to 6:01 a.m., and on Sundays **and Statutory Holidays** 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 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/she will be paid a minimum of four (4) hours pay on a straight time basis. **The employee will not be required to perform other duties except in case of an emergency.**
- 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 Article 10.08.
  - (b) 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 hours worked on 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 Article 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 Years 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 In the event of a reduction in required service demands within a seniority group defined herein, layoff of staff shall, subject to the following, **be in reverse order of seniority 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 Article 9.05(c) and 9.05(d), shall be **in order of greatest seniority** provided the employees with recall rights have the necessary qualifications and ability to perform the available work.
- 11.03 (a) 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, establish a joint Union/Management Redeployment Committee, as defined in Article 11.03 (b) not later than four (4) weeks after the notice of layoff is given to the Union. Any agreement reached will be final and binding on all concerned. If no such agreement is reached, Article 11.04 will apply.**
- (b) **The Redeployment Committee shall be comprised of equal numbers of representatives of the Union and the Society. Membership, terms of reference, frequency and time of meetings and other details of the Committee's functioning will be subject to agreement between the Society and the Union. Meetings of the Redeployment Committee shall be held during normal working hours and time spent attending such meetings shall be considered work time and shall be paid at the employee's normal rate on a straight time basis. Time spent outside of regular work hours by employees attending the Redeployment Committee meetings will be paid for at the employee's normal rate of pay on a straight time basis.**
- 11.04 **Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority on a group seniority basis.** The Society shall then advise the Union of those employees affected who may then exercise their 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. The Society may, at its discretion, consider the provision of a training period of up to fifteen (15) days, to perform the available work.

**Note: See Letter of Understanding: Article 11 .01**

- 11.05
- (a) The Society agrees to provide employees with a minimum of ten (10) weeks written notice of layoff. Employees with greater than five (5) years and less than ten (10) years of seniority will receive twelve (12) weeks written notice of layoff in total. Employees with greater than ten (10) years seniority will receive fourteen (14) weeks notice of layoff in total. For the purposes of clarity, no employee will receive more than fourteen (14) 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.
  - (c) When an employee is to be laid off the employee shall be allowed up to five (5) working days to engage in a job search and to attend to personal matters. Such days shall 'be taken at a time mutually agreed upon by the employee and the supervisor. An employee's request shall not be unreasonably denied.
  - (d) **It is agreed and understood that employees shall continue to accumulate seniority while on layoff in accordance with Article 9.05 (c).**
- 11.06
- New employees shall not be hired into a seniority group until those **employees with recall rights from said seniority group have been given the opportunity of recall. Where there remains a vacancy subsequent to the foregoing, recall shall occur in the following manner prior to new employees being hired.**
- Other permanent employees with recall rights laid off from a different seniority group shall then be given the opportunity to participate in a competition restricted 'to those so identified, provided they have the necessary qualifications and ability to perform the available work. The Society may, at its discretion, consider the provision of a training period of up to fifteen (15) days, 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.
- 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 For employees with less than five (5) years of seniority, during the first three (3) months of layoff, or until the employee is eligible for benefits with a new employer, whichever shall occur first, and for employees with greater than five (5) years seniority during the first six (6) 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 or six month coverage as applicable. It being understood that the Society will not continue to pay its share of benefits through the additional three (3) month period.

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

#### ARTICLE XII - UNION SECURITY

- 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. **Notwithstanding the foregoing, if the Society fails or neglects to deduct the authorized Union dues, the Society shall be responsible for reimbursing the Union accordingly.**
- 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.
  - (c) **On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or designated Union Representative. Upon becoming a bargaining unit member, an Officer of the Union shall be given an opportunity to meet with each employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of becoming a member of the bargaining unit.**

ARTICLE XIII DISCHARGE 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, the action will be confirmed in writing to the employee **and the Union**. The discussion will be between the employee and his/her immediate supervisor. **The employee shall have the right to have a Union Representative present at any such discussion.** 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 the 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 The Society may, at its discretion, grant leave of absence **with or** without pay for legitimate personal reasons.



- 14.02 (a) Pregnancy/Adoption leave: Provided an employee has at least thirteen (13) weeks 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 for all purposes shall continue to accrue and the Society will continue to pay their share of the cost of pension, life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits. Employees shall be entitled to use vacation or other forms of leave provisions to extend their leave up to one (1) year.

**At least sixty (60) days prior to the expiration of the approved pregnancy leave arrangements, employees may make written request for an additional leave of absence of up to one (1) year.**

**Such requests will be made in writing to the employee's immediate supervisor who will advise the employee in writing within thirty (30) days of receipt of the request.**

**Applicable extended health care benefits provided under the Collective Agreement, subject to the provisions of the respective plans may continue, however the premium costs of such benefits shall be paid by the employee to the Society during the leave period.**

**Without prejudice or precedent to any other Article or provision of this Collective Agreement, any temporary or contract employee hired to cover this leave of absence shall be exempt from Article 21.02, the "roll-over" provision of the Collective Agreement.**

- (b) Paid Pregnancy/Adoption Leave: An employee entitled to pregnancy/adoption 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/adoption 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

- ii) Up to a maximum of fifteen (15) additional weekly 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.
- (c) Parental Leave: Provided that an employee meets the definition of spouse as defined in this agreement and has at least thirteen (13) weeks service, and is not eligible for pregnancy/adoption leave he/she shall qualify for parental leave. Parental leave without pay, shall be granted at the written request of the employee for any period up to a maximum of eighteen (18) weeks, It is understood that the employee will submit the written request two (2) weeks prior to the commencement of the leave. Such leave shall commence within thirty-five (35) weeks after the birth/adoption or after the child first comes into the custody or care of a parent.

During such leave seniority for all purposes shall continue to accrue and the Society will continue to pay their share of the cost of the pension, life insurance, accidental death, extended health and dental plans, provided the employee continues to pay their share (if any) of the cost of the benefits. Employees shall be entitled to use vacation or other forms of leave provisions to extend their leave up to twenty-two (22) weeks.

- (d) **Paid Parental Leave:** Any spouse not receiving pregnancy/adoption leave provided he/she has thirteen (13) weeks service, on request in writing, leave of absence, with pay, shall be granted at the time of the birth/adoption of the child. Such leave of absence shall not exceed twelve (12) working days unless extended in writing by the Society. Such leave shall begin within thirty-five (35) weeks of the birth/adoption at a time mutually agreed between the employee and the supervisor. The supervisor's agreement will not be unreasonably withheld.
- (e) **Any employee provided he/she has thirteen (13) weeks service may be granted at the Society's discretion on request in writing a leave of absence for up to five (5) paid working days for the purposes of assuming guardianship/custody of a child. For the purposes of this section, child does not refer to a foster child who is in the guardianship/custody of an Agency.**
- (f) Reinstatement: 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 such leaves or not. Employees who have advised the Society that they do not intend to return to work following such leaves

will continue to be eligible for group insurance and medical benefits for the duration of their leave. Employee premium contributions, where required, will be paid monthly in advance for benefits to be continued.

If during pregnancy/adoption or parental leave, an employee who advised that he/she would not return to work following his/her leave changes his/her mind, he/she must advise the Society immediately in writing. 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 Article 9.05(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.

- 14.03 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/her regular pay for his/her 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.
- 14.04 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 the calendar year and continuing thereafter with the appropriate changes.
- 14.05 Educational Leave: The Society agrees during the term of the Collective Agreement to grant educational leave on the following basis:

- (a) Any employee who has completed at least two (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 thirty (30) days of his/her decision regarding such request. Such leaves shall not be unreasonably denied.
- (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. At the discretion of the Society, at the time of application seniority will continue to accrue, if such educational leave of absence has direct applicability to Society functions and provided that the stated purposes of the educational leave of absence are accomplished by the employee.

Failing approval of the accrual of seniority, seniority shall be retained but not accumulated during such leave and will be reinstated at the original levels on return from the educational leave. Sick leave entitlements will be retained but not accumulated during such leave and will be reinstated at the original levels upon 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 Article 9.05(c) and subject to Article 14.05(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.

- 14.06 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's 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 Human Resources Department prior to the leave, including employee contribution, if any, towards premiums.

#### **14.07 PREPAID LEAVE PLAN**

##### **1. 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:**

- (a) 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.
- (b) Application will include the written recommendation of the immediate supervisor.
- (c) 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.
- (d) Approval of individual requests to participate in the Plan shall rest solely with the Society, Requests will not be unreasonably denied.

#### 4. PROGRAMME ELECTIONS:

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:

- (a) two (2) years deferral of up to one third (1/3) of annual salary in each year followed by one (1) year of leave;
- (b) three (3) years deferral of up to one quarter (1/4) of annual salary in each year followed by one (1) year of leave;
- (c) four (4) years deferral of up to one fifth (1/5) of annual salary in each year followed by one (1) year of leave;
- (d) five (5) years deferral of up to one sixth (1/6) of annual salary in each year followed by one (1) year of leave.
- (e) 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(a) - 4(d) 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),
- (f) No plan devised under section 4(e) shall have a deferral period in excess of seventy two (72) months or a leave period in excess of twelve (12) months.
- (g) 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 the 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:

The payment of salary and benefits, and the period of the leave of absence shall be as follows:

- (a) 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.

- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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:**

On return from leave, the participant will be assigned to the participant's same position or, if the layoff 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:**

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:**

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:**

- (a) 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 above.



- (b) Should section 9(a) 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:**

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 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:**

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:**

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(g) prior to the expiration of the Collective Agreement shall continue in accordance with the conditions herein.

### **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; this must be received by the **Human Resources Department** no later than the eighth (8th) day. **It is understood that such applications may be made via the Society's electronic mail and facsimile systems. Such applications shall be deemed to have been received the date they are received in the Human Resources Department.**
- 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 Article 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 applicant's 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.

#### **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 as issued by the Society, time during regular work hours spent by employees in attendance will be paid for at the employee's normal rate of pay on a straight time basis. Time spent outside of regular work hours by employees in attendance at job related training will be paid for at the employee's normal rate of pay on a straight time basis.

- 17.03 Where an employee and supervisor identify additional training or developmental needs which may be met by attendance at a conference, work shop, 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.

#### ARTICLE XVIII - TRANSPORTATION

- 18.01 It is recognized that a number of employees covered by this Agreement are required as a **normal part of their duties** and responsibilities to operate motor vehicles. Those employees so required to drive as part of their normal job duties shall hold valid drivers' licenses of the Class required. The Society has a number of vehicles for use by employees **and 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 Effective July 1, 1993, 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 thirty cents (30) per kilometre or forty-eight, point six cents (48.6) per mile. Should the goal of the voluntary leave plan be achieved sooner than July 1, 1993, this benefit will be implemented the month following reaching such goal. 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 eighteen dollars (\$18.00) 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.
- 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, **or otherwise vandalized** 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 advised her/his supervisor within twenty-four (24) hours of the incident and the resulting damage, and provided the employee supplies the Society with information **regarding** 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 **vehicle** 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 **vehicle** will not be grounds for an extension of the probationary period.

**Note: It is understood by the parties that for the purposes of this Article "vehicle" shall not include a "motorcycle" where clients are to be transported.**

#### 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 directly from an employee's performance of job duties.
- (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.
  - (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 66 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.
- (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, **request** 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.

**Should the Society require an employee to obtain a medical certificate for the purposes of return to work, the Society shall reimburse the employee to a maximum of ten (\$10) dollars for the cost of the medical certificate.**

#### **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) All full-time employees, after one year of service will be entitled to four (4) weeks of vacation.
  - (b) All full-time regular employees shall, in the calendar year in which their ninth (9th) 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) working days.

- (c) All full-time regular employees shall, in the calendar year in which their twentieth (20th) anniversary falls, be entitled to an additional working day of vacation for each additional year of completed service up to an aggregate of thirty (30) working days.
- 20.03 Temporary and casual employees shall be entitled to vacation with pay in accordance with the provisions of the Employment Standards Act.
- 20.04 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.
- 20.05 An employee who is absent from work and not receiving pay from the Society for a period in excess of one (1) month **on** any qualifying year (June 1 st to May 31 st) shall have his/her vacation pay prorated, for such unpaid absences except in cases of **pregnancy**, parental, and adoption leaves.
- 20.06 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.
- 20.07 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.
- 20.08 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.
- 20.09 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.

- 20.10 Before commencing vacation, each employee shall co-operate fully with respect to the completion of any urgent job requirements.

**NOTE: See Letter of Understanding: Guidelines Respecting the Administration of Article 20.10**

- 20.11 Bereavement While on Vacation: In the event that a situation occurs during the period of vacation which the employee otherwise would have been entitled to use bereavement leave, on application from the employee to his/her supervisor, credit will be restored to a maximum of three (3) vacation days in accordance with that entitlement. For the purpose of this Article, bereavement shall include child, parent, grandparent, sibling or spouse. Application will also be considered for special circumstances and such applications shall be made to the Director of Human Resources.

#### 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 Article 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. 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.
- (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 **bi-monthly** 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.

## **ARTICLE XXII - JOB SHARING**

- 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 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, OMERS, 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 Article 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.
- (q) Notwithstanding 22.01(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 full-time 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.
- (r) **Notwithstanding 22.01(d), a request for job sharing may be made by one (1) current full-time bargaining unit employee who has completed his/her probationary period. The Society at its discretion may post internally the job share position in accordance with Article XV in order to locate another worker interested in sharing the position. The supervisor at the position in question must be in agreement with the job sharing request.**

**ARTICLE XXIII - DENTAL PLAN**

23.01 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.

Effective July 1 st, 1992 this plan will provide coverage on an elective basis at the employee's expense, orthodontic and restorative coverage.

**ARTICLE XXIV - MAJOR MEDICAL BENEFIT PLAN**

24.01 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 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 - EMPLOYER HEALTH TAX**

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

**A R T I C L E - I N C O M E P R O G R A M**

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

- (b) An employee who is no longer deemed disabled under the provisions of the disability income maintenance program shall be placed in his/her former or equivalent position with the Society. Notwithstanding the foregoing, where the employee shows medical evidence that they are unable to perform the regular duties of their pre-illness job, the provisions of the Human Rights Act with regards to accommodation shall apply.

#### **ARTICLE XXIX - BENEFITS FOR EARLY RETIREES**

- 29.01 The Society agrees to provide coverage to retirees for the benefits provided in **Article XXIV**, Major Medical Benefit Plan; **Article XXIII**, the Dental Plan; and **Article XXXVI**, the Vision Care Plan of the Collective Agreement, subject to the following provisions: (a) the Society will pay for the cost of the above benefits based on the following formula: the percent of premium paid would be one (1) times the employee's years of service with the Society at early retirement; (b) 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

- 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 Article 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 Article 30.01 above shall be paid at the rate of time and one-half his/her 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 Article 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 (a) 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 defence of the criminal charges up to \$ 35,000.

(b) The Society shall provide legal counsel to employees who are being sued in civil courts for conduct alleged to have occurred during the performance of authorized Society duties and shall pay reasonable costs and expenses incurred directly **as provided for in the Society's liability insurance policy. Reasonable costs and expenses for employees not exonerated in civil court will be paid provided they continue to be covered by the Society's liability insurance policy.**

- 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 When the Society undertakes a written evaluation of an employee, it will endeavour to complete the process within six (6) weeks. Written evaluations which are to be filed in the employee's personnel file, shall be shown to the employee in advance. The employee may add the employee's views to such evaluation before it is filed and shall receive a copy which shall be signed by the employee and his/her supervisor and dated. The employee's signature shall indicate only that the evaluation has been seen and discussed with his/her supervisor. It is understood and agreed that evaluations are not disciplinary in nature.
- 34.02 Any employee shall have reasonable access to his/her Personnel file for the purpose of reviewing any evaluation, formal disciplinary notations and other documents contained therein.
- 34.03 Letters of discipline shall remain in the employee's personnel file for eighteen (18) months. Following this, an employee may request in writing to the Director of Human Resources that said letter of discipline be removed. Approval shall not be unreasonably denied provided there has been no further cause for such a record.

#### **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 31 st. Such bonus shall be payable in the last pay period prior to Christmas in any year by separate cheque. Effective 1993 this long service bonus will increase to Three Hundred and Fifty Dollars (\$350.00).

#### **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 (\$150) every twenty-four (24) months vision care plan.
- Effective July 1, 1993 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 two hundred dollars (\$200.00) every twenty-four (24) months vision care plan. Should the goal of the voluntary leave plan be achieved sooner than July 1, 1993, this benefit will be implemented the month following reaching such goal.

**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 any reduction in hours to 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,

- 38.02 The Society will provide the Union with a list of all Agency volunteer functions on a semi-annual basis.

**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 Central Joint Health and Safety Committee composed of five (5) Union and five (5) Society representatives. The five (5) Union representatives shall be selected or appointed by the Union from amongst bargaining unit employees.
  - (c) The Society agrees to establish Health and Safety committees in workplace locations with twenty (20) or more employees in accordance with the Occupational Health and Safety Act of Ontario. In addition, there will be a Health and Safety Committee to represent the Admission Assessment Residences, Treatment Centre(s) or Residential Program(s). Each committee shall be composed of a minimum of two (2) Union members and two (2) Society representatives. The two (2) Union members shall be appointed by the Union from among the bargaining unit members.
  - (d) The Central Joint 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.



- (e) Each workplace Health and Safety Committee shall be responsible for identifying potential dangers and hazards, instituting means of improving health and safety provisions and recommending to the appropriate Director and the Central Joint Health and Safety Committee actions to be taken to improve conditions related to safety and health.
- (f) The Society agrees to provide necessary information including accident reports and other relevant health and safety records in its possession to enable the Committee to fulfil its function.
- (g) Meetings for both the Central and the Workplace committees shall be held every second (2nd) month or more frequently, 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 Union representatives on the Committee.
- (h) Any Union representatives appointed or selected in accordance with (b) hereof shall serve 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 any such representative(s) of any Health and Safety Committee shall be paid by the Society in accordance with the Health and Safety Act.
- (i) 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.
- (j) 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 Understanding Re: Worker Health and Safety complaint Resolution Procedure**

**39.03** **Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Society.**

#### ARTICLE XI 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 Where a Child and Youth Worker II or III, who has a minimum of three (3) years continuous service in his/her current position wishes, for purposes of career development and experience to apply for a Child and Youth Worker position which is classified one level lower, he/she may apply to the Director of Human Resources to have this position considered as a secondment for a maximum of one (1) year through which he/she will retain his/her current salary.

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 Article 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.

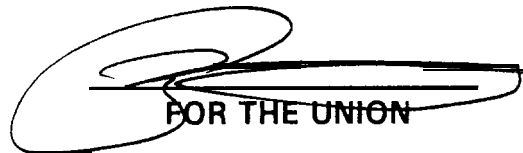
- 40.05** The Society agrees that should the Ministry of Community and Social Services provide additional funding which is specifically designated to increase salaries, the Society will first meet with the Union to discuss the increases. The Society will increase the salaries as designated on the first 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 XL1 - DURATION**

- 41 .01** This Agreement shall remain in full force and effect until the 31st day of December, 1998, and shall automatically continue in effect thereafter for annual periods of one (1) year unless either party notifies the other in writing **within the period of 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 Article 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 24<sup>th</sup> day of Sept 1996,

  
FOR THE SOCIETY

  
FOR THE UNION

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: \_\_\_\_\_

\_\_\_\_\_

Union President

c.: Supervisor, General Accounting  
Human Resources Department  
CUPE Local 2316

## TABLE "A"

VACATIONSPERMANENT STAFF VACATION ENTITLEMENTS  
AT EMPLOYMENT OR TERMINATION

	<u>START</u>		<u>TERMINATE</u>										
	<u>Current Year</u>	<u>Next Year</u>	21 DAY	22 DAY	23 DAY	24 DAY	25 DAY	26 DAY	27 DAY	28 DAY	29 DAY	30 DAY	
January	8	20	12	12	13	13	14	15	15	16	16	17	18
February	7	20	13	14	15	15	16	17	17	18	19	19	20
March	5	20	15	16	16	17	18	19	19	20	21	22	23
April	4	20	16	18	18	19	20	21	22	23	23	24	25
May	2	20	18	19	20	21	22	23	24	25	26	27	28
June	0	18	20	21	22	23	24	25	26	27	28	29	30
July	0	17	22	23	24	25	26	27	28	29	30	31	33
August	0	15	23	25	26	27	28	29	30	32	33	34	35
September	0	13	25	26	27	29	30	31	32	34	35	36	38
October	0	12	27	28	29	31	32	33	35	36	37	39	40
November	0	10	28	30	31	33	34	35	37	38	40	41	43
December	0	9	30	32	33	35	36	37	39	41	42	43	45

**Note** 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** Permanent employees who have completed their probationary period but terminate prior to completion of one year of service will have a vacation entitlement of 1.66 days for each completed month of employment.

**SCHEDULE A****CLASSIFICATIONS BY SENIORITY GROUPING****JOB CLASSIFICATION****SENIORITY GROUP 1 - CLERICAL**

Clerk	Level 1
Clerk	Level 2
Accounting Clerk	Level 2
Clerk Typist	Level 2
Recep./Switchboard.	Level 3
Clerk	Level 3
Accounting Clerk	Level 3
Clerk Typist/Steno	Level 3
Systems Clerk	Level 3
Clerk Typist	Level 3
Recep./Switchboard	Level 4
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
Secretary	Level 7
Accounting Analyst	Level 8

**SENIORITY GROUP 2 -SOCIAL WORKERS**

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

**SCHEDULE "A" (CONT'D.)****JOB CLASSIFICATION****SENIORITY GROUP 3 CHILD AND YOUTH WORK**

Child and Youth Worker	Level 8
Child and Youth Worker	Level 9
Child and Youth 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 5 - SPECIALIZED & OTHERS**

Specialized Worker	Level 5
Specialized Worker	Level 6
Specialized Worker	Level 7
Specialized Worker	Level 9
Specialized Worker	Level 10



**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

Seniority Group 3 - Family Support Workers  
and Crisis Support Team

Seniority Group 4 - General Services

Seniority Group 5 - Specialized & Others

**SCHEDULE "C"**

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

Seniority Group 3 - Residential and Day Treatment Child and  
Youth Workers

**SCHEDULE "D" - SALARY SCHEDULE AS PER JANUARY 1, 1994****AS A RESULT OF PAY EQUITY ADJUSTMENTS**

<b>Level</b>	<b>Minimum</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>		
01	20,376	21,137	21,927	22,749	23,601					
02	22,000	22,880	23,795	24,747	25,657					
03	22,767	23,620	24,507	25,432	26,393					
04	23,163	24,069	25,657	26,550	27,612	28,716				
05	24,104	25,072	26,075	27,117	28,196					
06	25,646	26,671	27,738	28,847	29,999					
07	28,227	29,319	30,453	31,634	32,865	34,140				
08	30,031	31,193	32,405	33,663	34,974	36,332				
09	31,661	32,890	34,166	35,498	36,879	38,315				
10	33,733	35,047	36,408	37,827	39,306	40,837				
11	34,595	35,998	37,401	38,862	40,379	41,961	43,599	45,305		
12	34,867	35,998	38,463	39,965	41,524	43,149	44,839	46,589	48,415	50,315
	*	**	***					****	*****	

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 Article 14.01, 14.05 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.

- \* Volunteer Co-ordinator
- \*\* BSW Minimum
- \*\*\* MSW Minimum, Senior Social Worker Minimum
- \*\*\*\* Senior Programmer ends
- \*\*\*\*\* Social Worker ends

## LETTER OF UNDERSTANDING

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 and Child Welfare Policy Committee 2

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 27th day of July, 1996.

  
FOR THE SOCIETY

  
FOR THE UNION

## LETTER OF UNDERSTANDING

RE: CAMP PROGRAMS

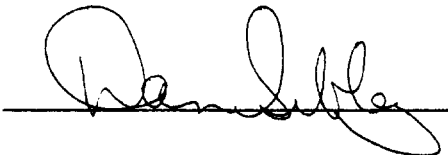
From time to time, the Society may decide to provide camp programs for children. Both the Society and the Union recognize the benefit of such programs. At the same time, the Society recognizes that certain employees may, for legitimate personal reasons be unable to participate in such programs.

Where the Society decides to establish a camp program for children, 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.

DATED at TORONTO, ONTARIO, this 24 day of September 1996.



FOR THE SOCIETY



FOR THE UNION

**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 and Youth Workers in accordance with regular residential child and youth work 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.

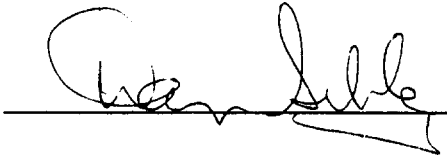
## LETTER OF UNDERSTANDING

**RE: BENEFITS ADVISORY COMMITTEE**

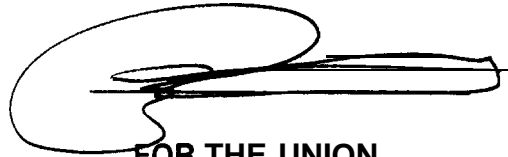
The Society agrees during the term of the Collective Agreement to establish and participate in a joint Union/Management Advisory Committee for the purpose of reviewing the existing benefits to analyze the cost and tax effectiveness of the present aspects of our various coverages and to review retirement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

DATED at **TORONTO, ONTARIO**, this **29th** day of July, 1996.

A handwritten signature in black ink, appearing to be "C. L. L. L.", written over a horizontal line.

**FOR THE SOCIETY**

A handwritten signature in black ink, appearing to be "J. L. L.", written over a horizontal line.

**FOR THE UNION**

## 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 through whichever practice may be in place from time to time.

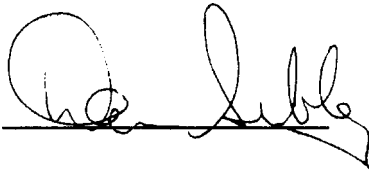
It is understood that this Agreement does not amend Article 6.02 or any other article of the Collective Agreement and operates outside the Collective Agreement. It is agreed that the President of Local 2316 will not receive any benefits additional to those provided for in the Collective Agreement.

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

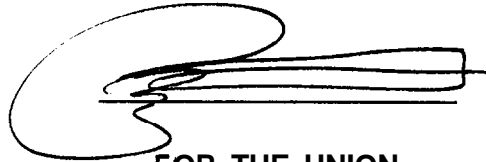
1. Seniority shall accumulate during such leave of absence. Sick leave will be frozen and reinstated on return from the leave of absence.
2. Any remaining vacation entitlement will be paid out at the commencement of the leave period. On return to the Society, new vacation entitlement will be calculated 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,

DATED at TORONTO, ONTARIO, this 26th day of **July, 1996.**

A handwritten signature in cursive script, appearing to read "W. J. Libby", written over a horizontal line.

**FOR THE SOCIETY**

A handwritten signature in cursive script, appearing to read "R. J. [unclear]", written over a horizontal line.

**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.

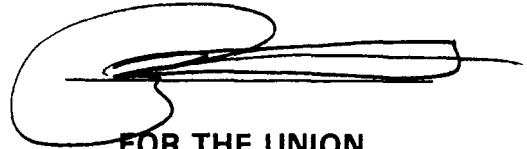
The Society agrees with respect to such employees who, as a result of the implementation of Schedule "D" have salaries in excess of their new maximums, to protect them on a "red circle" basis.

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 *21<sup>st</sup>* day of *September*, 1996.



**FOR THE SOCIETY**



**FOR THE UNION**

**LETTER OF UNDERSTANDING****RE: TECHNOLOGICAL CHANGE**

The Society agrees to meet with 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 significant technological changes which may have an affect on bargaining unit employees.

By the same token, if the Society is considering the introduction of significant 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.

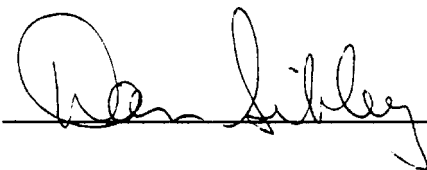
No employee covered under the terms of the Job Security provisions contained within this Agreement, Shall be laid off or have his/her regular hours reduced because of the introduction of significant technological change.

Any bargaining unit employee who has his/her position rendered redundant as a result of the introduction of significant technological change, shall have the ability to exercise their displacement rights pursuant to Article 11.04.

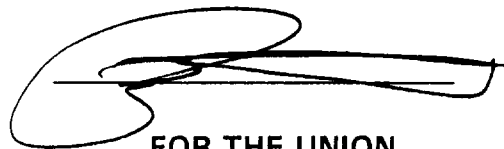
No bargaining unit employee who is displaced from his/her job due to the introduction of significant technological change will suffer a reduction in salary as a result of this change.

Training provided with respect to the introduction of significant technological change, and as approved by the Society, shall be given during hours of work whenever possible. Any time devoted to training due to the introduction of technological change, which has been approved by the Society, shall be considered as time worked.

DATED at TORONTO, ONTARIO, this **28th** day of July, 1996.



**FOR THE SOCIETY**



**FOR THE UNION**

**LETTER OF UNDERSTANDING****GUIDELINES RESPECTING THE ADMINISTRATION OF ARTICLE 20.10**

The Union and the Society agree that the following expectations by social work and child and youth 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 and Youth Work (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 and Youth Work**

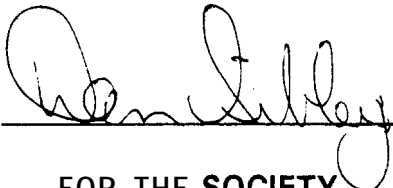
1. Completion of assessment/progress reports scheduled during the time off for a primary worker.

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.

DATED at TORONTO, ONTARIO, this 24<sup>th</sup> day of *September*, 1996.



FOR THE SOCIETY



FOR THE UNION

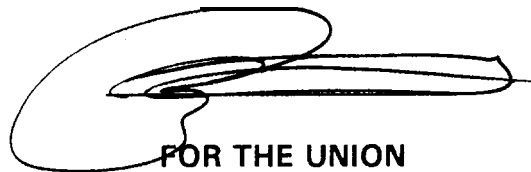
**LETTER OF UNDERSTANDING****EMPLOYEE EVALUATIONS**

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 *24* day of *September*, 1996.



FOR THE SOCIETY



FOR THE UNION

## LETTER OF UNDERSTANDING

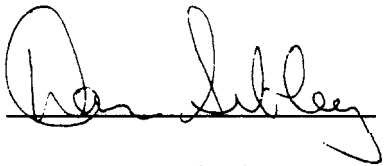
RE: ARTICLE 11 .01

The Society and the Union acknowledge and confirm the requirement under Article 11.01 that reduction in required service demands within a seniority group defined herein layoff of staff shall be on a group seniority basis providing the remaining employees have the necessary qualifications and ability to perform the available work,

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. The Society may, at its discretion, consider the provision of a training period of up to fifteen (15) days to perform the available work.

The Society agrees to consider appropriate ways within the bargaining unit of retaining employees designated for layoff from the General Service or Specialized and Other Seniority Groups pursuant to Article 11.03. The Society agrees to consider appropriate opportunities of the recall of employees who are laid off from the General Services or Specialized and Others Seniority Groups and to consult with the Union regarding the same. The subject matter of this letter is grievable.

DATED at TORONTO, ONTARIO this 24 day of September, 1996.



FOR THE SOCIETY



FOR THE UNION

**LETTER OF INTENT**

**AMALGAMATION RESTRUCTURING OR RE ORGANIZATION OF THE A G E N C Y**

The Society agrees to meet with 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 any proposed restructuring; reorganization; full or partial amalgamation of the Society which may have affect on bargaining unit employees.

By the same token, if the Society is considering any restructuring; re-organization, full or partial amalgamation of the Society 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 implement 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 working conditions and terms of employment of the employees affected.

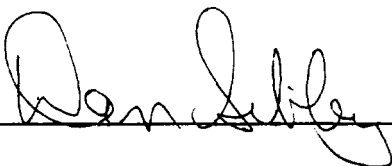
No employee covered under the terms of the Job Security provisions contained within this Agreement, shall be laid off or have his/her regular hours reduced because of restructuring; re-organization, full or partial amalgamation of the Society.

Any bargaining unit employee who has his/her position rendered redundant as a result of restructuring; re-organization, full or partial amalgamation of the Society, shall have the ability to exercise their displacement rights pursuant to Article 11.04.

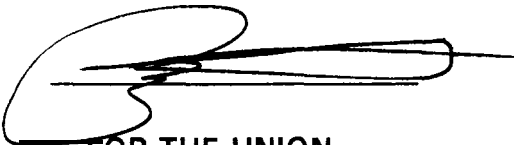
No bargaining unit employee who is displaced from his/her job due to restructuring; re-organization, full or partial amalgamation of the Society, will suffer a reduction in salary as a result of this change.

In the event of restructuring; re-organization, full or partial amalgamation of the Society, bargaining unit employees directly impacted by this change shall be provided with training deemed necessary by the Society.

DATED at TORONTO, ONTARIO this **29th** day of **July, 1996**.



**FOR THE SOCIETY**




**FOR THE UNION**


LETTER OF INTENT

**RE: LEGAL LIABILITY**

The Society agrees that during the term of this Collective Agreement it will meet with the Union to review the results of the Union's policy analysis of the current Legal Liability protection.

DATED at TORONTO, ONTARIO this *24* day of *September*, 1996.

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

  
\_\_\_\_\_  
FOR THE **UNION**



## LETTER OF UNDERSTANDING

**RE BSW/MSW HIRING CRITERIA**

Further to our discussion, this will confirm that the Society has changed the BSW Social Worker Hiring Criterion: eligibility for consideration will include either a BSW with one (1) year experience or a BSW with less than one (1) year experience. In the former case a six (6) month probationary period will apply. In the latter case a seven (7) month probationary period will apply. The agreement with respect to the seven month probationary period is outlined below.

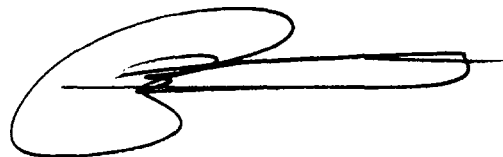
The Union and Management have agreed:

1. The probationary period will be seven (7) consecutive calendar months of active employment. Articles 9.02 and 9.03 shall also apply through the full probationary period. The probationary period may be extended by three (3) consecutive months of active employment. Employees will have no seniority rights during the probationary period, and dismissal of a probationary employee shall not be the subject matter of a grievance under the provisions of the Collective Agreement.
2. Eligibility for Authorized Absence will be consistent with Article 14.04 after six (6) months of the seven month probationary period.
3. Sick leave will be consistent with Article 19.
4. Special leave will be consistent with Article 30.
5. Vacation entitlement will be consistent with Article 20.

DATED at TORONTO, ONTARIO this *24* day of *September*, 1996.



FOR THE SOCIETY



FOR THE UNION

## LETTER OF UNDERSTANDING

**EMPLOYEE HEALTH AND SAFETY COMPLAINT RESOLUTION PROCEDURE**

## 1. POLICY

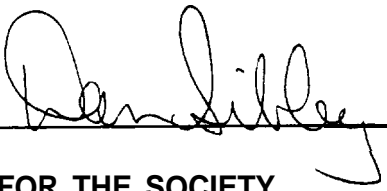
- (a) The Society will employ sound theory and practices in its efforts to promote employee health and safety and will give detailed consideration to methods of operation, including the determination of relevant policy and procedures, which support employee health and safety.
- (b) All staff of the Society undertake, collectively and individually, to maintain appropriate standards of health and safety and to comply with all relevant laws, rules, regulations, policies and procedures in their regard.
- (c) The Society will give detailed consideration to the development and implementation of appropriate staff training and development to promote employee health and safety.

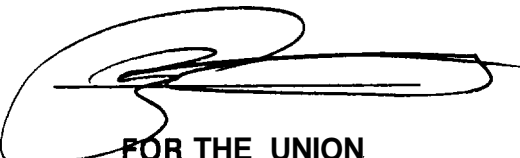
## 2. COMPLAINT PROCEDURE

- (a) For the purposes of this procedure, a complaint is defined as a difference arising between an individual employee and the Society relating to specific direction or condition(s), which, in the view of the employee, places him/her at unacceptable risk with respect to health and safety.
- (b) The Society will establish a Worker Health and Safety Complaint Committee. The Committee will be chaired by the Director of Human Resources and shall include the Senior Director of Service or his/her designate.
- (c) An employee will first give his/her immediate supervisor the opportunity of adjusting his/her complaint. The circumstances giving rise to the complaint will be discussed between the employee and his/her immediate supervisor within twenty-four (24) hours after the circumstances giving rise to the complaint have occurred or ought reasonably to have come to the attention of the employee. The supervisor will give his/her response to the complaint within twenty-four (24) hours.
- (d) Failing resolution and within twenty-four (24) hours of the supervisor's response, the employee may request a meeting to present his/her complaint to the appropriate Director, Department Manager or their designate. Prior to this meeting, the employee will submit a statement of his/her complaint, in writing through his/her immediate supervisor. Such meeting shall be held within three (3) days of receipt of the complaint in writing. A bargaining unit employee may request a Union representative be present. The Director, Department Manager or their designate shall deliver his/her decision within two (2) days following the date of such meeting.

- (e) Failing resolution and within three (3) days of the decision of the Director, Department Manager or their designate, the employee may submit his/her complaint in writing, to the Director of Human Resources. The Director of Human Resources will convene the Worker Health and Safety Complaint Committee and a meeting will be held within ten (10) days. A bargaining unit employee may request a Union representative be present, including a National Representative of the Canadian Union of Public Employees and the Society may also have such counsel and assistance as it may desire. The decision of the Committee shall be delivered within five (5) days following the date of such meeting.
- (f) Failing resolution and within five (5) days of the decision of the Worker Health and Safety Complaint Committee, the employee may submit his/her complaint, in writing, to the Executive Director, who will convene a meeting with the appropriate representation within ten (10) days. The decision of the Executive Director will be given within ten (10) days following the date of such meeting.
- (g) Any time lines outlined in this procedure may be extended as circumstances might reasonably require or as agreed to by the parties concerned.
- (h) For the purposes of this procedure, reference to "days" shall exclude Saturdays, Sundays and paid holidays.
- (i) The Director of Human Resources will advise the Joint Union/Management Health and Safety Committee of all complaints and their outcome under items 2(e) or 2(f) above.
- (j) Notwithstanding the above, nothing herein shall prevent an employee from exercising any rights provided under the Occupational Health and Safety Act of Ontario.

DATED at TORONTO, ONTARIO this 24 day of September, 1996.

  
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 FOR THE SOCIETY

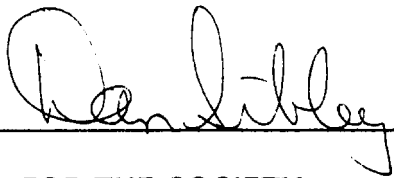
  
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**LETTER OF UNDERSTANDING**

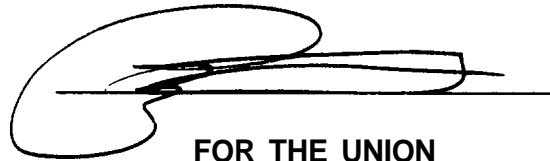
**ARTICLE 10.09**

Residential Child and Youth Workers required to attend work related meeting(s), such as Court or residence or Plans of Care meetings on their regularly scheduled day off shall be paid at the employee's normal rate of pay on a straight time basis.

DATED at TORONTO, ONTARIO this *24* day of *September*, 1996.



**FOR THE SOCIETY**



**FOR THE UNION**

**LETTER OF UNDERSTANDING****OPTIONAL BENEFITS**

It is understood that it is the Society's obligation under this letter to provide employees the opportunity to participate in the benefits set out herein and that the Society has no liability as insurer.

- i) Voluntary Optional Life Insurance and Accidental Death and Dismemberment Plan;
- ii) Voluntary Automobile Leasing and Group Purchasing Plan;
- iii) Voluntary Group Automobile and Home Insurance Plan;
- iv) Voluntary Group Registered Retirement Savings Plan.

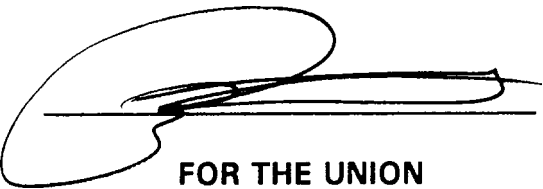
Further, the Society shall provide benefits coverage for Voluntary Hepatitis B serum.

DATED at TORONTO, ONTARIO this **29th** day of **July, 1996**.



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**FOR THE SOCIETY**



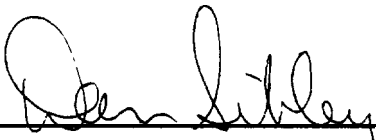
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**FOR THE UNION**

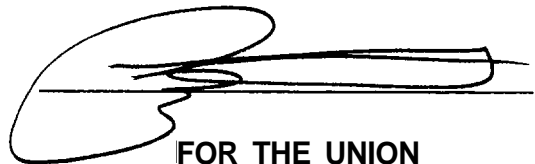
**LETTER OF INTENT****JOB SECURITY**

- i) During the terms of this Collective Agreement, the Society agrees that no bargaining unit employee covered by the terms of the Collective Agreement, as of date of ratification of this agreement, will be laid off.
- ii) Notwithstanding paragraph (i), employees covered by the Collective Agreement, but not permanent employees as of date of ratification, will not be covered by the job security provisions specified in paragraph (i) above. It being understood that Article XI (Layoff and Recall) and any other relevant Articles of the Collective Agreement shall continue to apply.
- iii) Notwithstanding paragraph (ii), the undertaking with respect to no layoffs shall have no application with respect to termination of employment resulting from the application of Article 9.05 (a) (b) (d) (e) (f), (Loss of Seniority).

DATED at TORONTO, ONTARIO this 31st day of July, 1996.



**FOR THE SOCIETY**



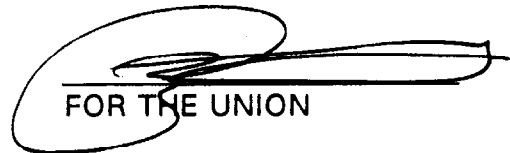
**FOR THE UNION**

**LETTER OF UNDERSTANDING****RE: ACTING PAY**

When a bargaining unit employee is required, on a temporary "acting basis", to perform the primary responsibilities of another position of a higher occupational classification for a minimum period of six (6) consecutive weeks, the bargaining unit employee will be compensated at the rate of a five (5) percent increase over his/her regular rate of pay or the minimum of the range of the acting position, which ever is greater.

DATED at TORONTO, ONTARIO this **29th** day of **July, 1996**.

  
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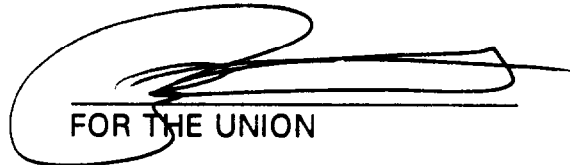
**LETTER OF UNDERSTANDING**

**RE: CHILD CARE/ELDER CARE**

The Society agrees to meet with the Union during the terms of this Agreement to discuss child care and elder care workplace initiatives that may be mutually agreed upon between the parties, that do not conflict with any terms of the Collective Agreement.

DATED at TORONTO, ONTARIO this **27th** day of **July,1996**.

  
FOR THE SOCIETY


  
FOR THE UNION



**LETTER OF UNDERSTANDING****RE: EMPLOYEE ASSISTANCE PROGRAMME**

The Society agrees during the term of the Collective Agreement to establish a joint Union/Management Committee to monitor the Employee Assistance Programme. This joint Union/Management Committee shall consist of two (2) representatives of the Society and two (2) representatives elected or selected by the Union. The Committee shall meet during regular working hours and Union representatives shall suffer no loss in pay, benefits or seniority for the time they spend attending to Committee business.

DATED at TORONTO, ONTARIO this **28th** day of **July, 1996**.

  
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FOR THE SOCIETY

  
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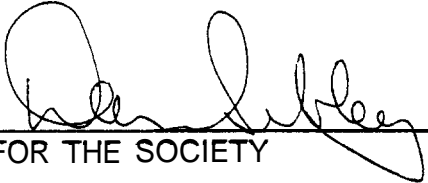
**LETTER OF UNDERSTANDING**

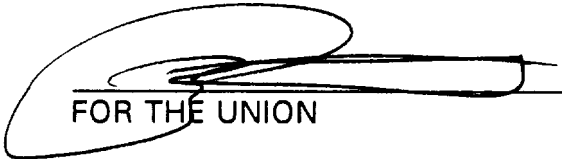
**RE: MODIFIED RETURN TO WORK PROGRAM**

The Society agrees to develop a Modified Return to Work Program in consultation with the Union.

The Modified Return to Work Program shall be in accordance with and not contrary to applicable legislation.

DATED at TORONTO, ONTARIO this 30th day of **July, 1996.**

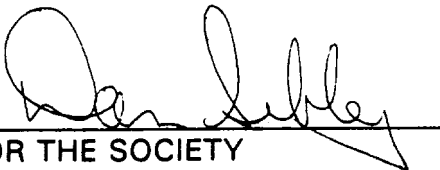
  
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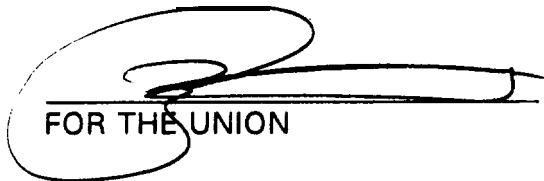
**LETTER OF UNDERSTANDING****RE: WAGE LOSS INSURANCE PROGRAM**

The Society agrees to investigate the feasibility of establishing a Wage Loss Insurance Programme. The results of this investigation will be shared and the Union will be consulted with regard to the possible implementation of such a programme.

DATED at TORONTO, ONTARIO this **31st** day of **July, 1996**.



FOR THE SOCIETY



FOR THE UNION


**LETTER OF UNDERSTANDING**  
**RE: WORKERS' COMPENSATION**

For the duration of this collective agreement, the following shall apply:

1. All employees shall be covered by the Workers' Compensation Act.
2. An employee prevented from performing his/her regular work with the Society on account of an occupational accident that is covered by the Workers' Compensation Act shall receive from the Society the difference between the amount payable by the Workers' Compensation Board and the rate of pay of his/her classification. If for any reason the employee's classification is eliminated the difference paid shall be in comparison to an equal classification. Pending a settlement of the insurable claim, including a first appeal, if necessary, the employee shall continue to receive the full pay and benefits of this Agreement, subject to necessary adjustments.
3. An employee receiving payment for Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Agreement during the first one hundred and five (105) calendar days of absence. After one hundred and five (105) calendar days of absence, vacation, special leave days and authorized absence entitlement will be frozen and reinstated upon his/her return to work. In any case, while on Workers' Compensation, the Society shall continue to pay its share of all premiums for employee benefit plans, based on one hundred (100%) percent earnings.
4. The Society agrees that every employee who suffers injury by accident arising out of and in the course of employment (within the meaning of the Workers' Compensation Act), shall be reinstated in the position he/she held on the date of injury or provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date.

DATED at TORONTO, ONTARIO this **31st** day of July, 1996.

  
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FOR THE UNION


**LETTER OF UNDERSTANDING****RE: WORKLOAD**

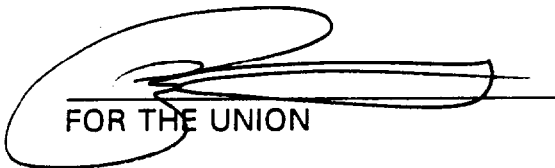
The parties recognize that workload should be addressed on an ongoing basis. It is hereby agreed that the Society and the Union will continue to discuss workload issues as part of an ongoing dialogue during the period of this Collective Agreement. The discussions shall include, however, not be limited to, the following:

- i) the impact of workload on employees;
- ii) the provision of training to assist workers in managing their workload in a less stressful and time efficient manner;
- iii) the process for resolution of complaints related to workload.

Any recommendations agreed to by the parties will be reported to a meeting of Union/Management including the impact, if any, of implementing the recommendations. The process and details shall be subject to agreement between the Society and the Union.

DATED at TORONTO, ONTARIO this 31st **day** of **July, 1996**.

  
FOR THE SOCIETY

  
FOR THE UNION

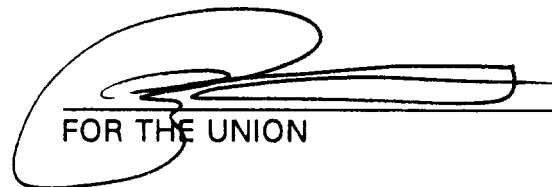
**LETTER OF UNDERSTANDING**

**RE: SENIORITY GROUPINGS**

The Society agrees to meet with the Union within ninety (90) days of ratification to review the present Seniority Groupings in order to reach mutual agreement regarding the amalgamation of Specialized and Other and General Service groupings into other existing Seniority Groupings.

DATED at TORONTO, ONTARIO this 31st day of **July, 1996.**

  
FOR THE SOCIETY

  
FOR THE UNION

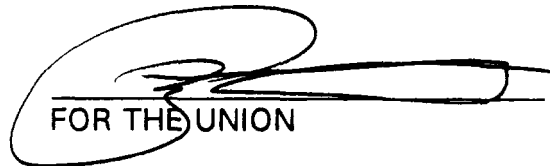
## LETTER OF INTENT

## VOLUNTARY ORTHODONTIC AND MAJOR RESTORATIVE DENTAL COVERAGE

The Society agrees to meet with the Union during the term of this Collective Agreement for the purpose of exploring ways and means of re-designing the current employee paid Voluntary Orthodontic and Major Restorative Dental Coverage. Recommendations for improvements to the Plan will be forwarded to a Special Labour Management meeting for consideration and implementation and the parties agree that any recommendation for improvements will not involve any increased cost to the Society.

DATED at TORONTO, ONTARIO this 30th day of July, 1996.

  
FOR THE SOCIETY

  
FOR THE UNION

## COLLECTIVE AGREEMENT 1996 - 1998

## INDEX

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	Article/s	<b>Page</b>
Agency Policy & Procedures	5.01 (c)	3
Anniversary Date	Schedule "D"	56
Arbitration		
- arbitrations	<b>8</b>	9
- of grievances	7.05	9
Authorized Absence Days	14.06	27
Automobiles	(see Transportation)	34
Bargaining Agent	2.01	<b>1</b>
Benefits		
- advisory committee	Letter of Understanding	<b>60</b>
- contract staff	21.02 (b)	39
- dental -	23.01	42
- early retirees	29.01	43
- employee assistance programme	Letter of Understanding	79
- layoff	<b>11.10</b>	20
- life insurance	26.01	42
- long service bonus	35.01	45
- LTD	28.01	42
- major medical	24.01	42
- Employer Health Tax	27.01	42
- pension plan	25.01	42
- sick leave	<b>19</b>	35
- voluntary orthodontic & major restorative	Letter of Intent	85
- vision care (also see leaves of absence)	36.01	45
Board Committees		
- Union Representation	Letter of Understanding	57
Bulletin Boards	Article 31	44
- job postings	15.01	31
- union notices	Article 31 .01	44
CFSA	1.01	<b>1</b>
Child Care/Elder Care	Letter of Understanding	78
Child and Youth Workers		
- hours of work	<b>10.02</b>	13
- residence meetings	<b>10.18</b>	<b>17</b>
- shift differentials	10.07	<b>14</b>



	Article/s	<u>Page</u>
Classifications		
- changes in job	40.03 (a)	48
- grievance	40.04	48
- new position	40.03	48
- seniority groups	9.04	11
- by Seniority Groups (also see wages)	Schedule "A"	53
Coffee Breaks	10.06	14
Collective Agreement		
- amendments	1.02	1
- duration	41	49
- limitations	1.01/.02	1
- purpose	1.01	1
Compensatory Time	(see overtime)	
Contract Staff		
- benefits	21.02 (b)	39
- during educational leave	14.07 (d)	28
- postings	15.01/.03/.04	31/32/32
- seniority	21.02 (a)	38
- termination	21.02	38
- vacation	21.02 (b)	39
- wages	21.02 (c)	39
(also see Temp., Casual or Contract Employees)		
CUPE National Rep	3.02	2
- grievances	7.02	7
Dental Plan	23.01	42
Discharge & Discipline	Article 13	22
- causes for termination	9.05	11
- grievance	13.01/.03	22
- no strike or lock out	40.02	48
- probationary staff	7.08/9.03/13.01	9/11/22
- right to union representation	13.02	22
- suspension	13.02	22
- union waiver	Appendix "A"	50
Employee Protection	33.01	44
Evaluations Human Resources		
- in personal files	34.01	45
- process	Letter of Understanding	67
Excluded Staff		
- definition	2.01	1
- seniority	9.07	13

	Article/s	Page
Gender Neutrality	3.03	2
Grievance	Article 7	7
- discharge	<b>13.01/.03</b>	22
- classification	40.04	48
- committee	6.03	4
- groups grievances	7.04	9
- Labour Relations Act	8.07	<b>10</b>
- procedure	7.02	7
- policy grievances	7.03	a
- probation	7.08	9
- retroactivity	7.07	9
- steward procedure	6.04 (a)	4
- time limits (also see Arbitration)	<b>7.01/.02/.05/.06</b>	<b>77/99</b>
Health and Safety	Article 39	<b>46</b>
Hours of Work	Article 10	13
- meal periods/breaks	<b>10.02/.05</b>	<b>13/14</b>
- seniority group 35 hr.	Schedule B	55
- seniority group 40 hr.	Schedule C	55
- camps	Letter of Understanding	58
- training	17.04	34
Income Maintenance Programme	28.01	42
Income Tax (T4 Slips)	32.01	44
Job Postings	Article 15	31
- contract workers	15.04	32
- during educational leaves	14.05 (d & e)	26
- excluded applications	9.07	<b>13</b>
- during temporary vacancies	15.03	32
- seniority	<b>15.05/.06</b>	32
- transfers	15.04	32
- transfer after 3 years	40.02	48
Job Sharing	22	39
Layoff & Recall	Article 11	18
- contract staff	15.04	32
- Letter of Understanding	<b>11.04</b>	68
- right to refuse	9.05 (c)	12
- Specialized & Other	Letter of Understanding	68
- termination	9.05 (c & d)	<b>12</b>

	<u>Article/s</u>	<u>Page</u>
Leave of Absence	Article 14	22
- adoption leave	14.02	23
- authorized absence	14.04	25
- benefits	14.06	27
- change in seniority date	Schedule D	56
- education leave	14.05	25
- jury and witness duty	14.03	25
- maternity leave (paid & unpaid)	14.02 (a)	23
- paternity leave	14.02 (c)	24
- spouse	14.02 (d)	24
- personal leave	14.01	22
- termination (also see union leaves)	9.05 (e)	12
Legal Liability	33.01	44
Lists		
- contract staff	21.03	39
- job applicants	15.08	33
- new hires/terminations	12.04	21
- seniority	9.06	12
- union dues	12.04	21
Long Service Bonus	35.01	45
Major Medical Benefit Plan	24.01	42
Management Functions	5.01	2
Meal Allowance	10.16	17
Meal Periods/Breaks	10.02/.06	13/14
Medical Certificates	19.01 (g)	36
Meetings		
- on Agency Property	3.02	2
- on Agency Time	3.02	2
- Union/Management	6.04 (c)	5
Modified Return to Work Program	Letter of Understanding	80
Negotiations		
- committee wages	6.04 (d)	6
- notice to bargain	41.01/.02	49

	Article/s	<u>Pa</u>
Occupational Health and Safety Act	(see Health & Safety)	
OHIP	27.01	42
OMERS (see pension plan)	25.01	42
Out of Pocket Expenses		
- during overtime	10.11	15
- on call	10.04	13
Overtime	10.08	14
- definition of work week	10.18	17
- calculations	10.08 (a & b)	14/15
- Christmas & New Years	10.19	17
- 50 hr. pay out	10.08 (c)	15
- meal allowance	10.16	17
- min. call in pay	10.15/.16/.17	16/17/17
- notice of overtime	10.10	15
- on days off/holidays	10.14/.15/.16	16/16/17
- out of pocket expenses	10.11	15
- pyramiding of hours	10.09	15
- scheduling of comp. time	10.08 (c)	15
- transportation	10.14	16
Paid Holidays	Article 30	43
- special leave days	30.02	43
- holiday pay	30.03	43
- qualification	30.04	43
Part-Time Employees		
- sick leave	19.01 (f)	36
(also see Substitute & Relief)		
Pension Plan	25.01	42
(also see retiree)		
Personnel Files	34.01	45
Prepaid Leave Plan	14.07	27
President's Leave		
- notification to Society	6.02 (a)	3
- salary and benefits	Letter of Understanding	61
Probation		
- discharge	13.01	22
- grievances	7.08	9
- layoffs	11.05 (a)	19
- length/extensions	9.02	10
- vacation	20.08/.09	37
Protective Equipment and Clothing		
(see Health & Safety)	Article 39	46

	Article/s	<u>Page</u>
Qualifications	16.01	33
Recall from Layoff	(see Layoff & Recall)	<b>18</b>
Recognition	2.01	1
Red Circling		
- specified employees	Letter of Understanding	63
- transfer after 3 years	40.02	48
- transfer after 3 years	Schedule "D"	56
Resignation	9.05	11
Retiree		
- early retirees	29.01	43
- pension plan	25.01	42
- pre-retirement training	17.03	34
Retroactivity	37.01	46
Schedules		
- camps	Letter of Understanding	58
- comp. time	10.08 (c)	15
- days on/off	10.03/.05	13/14
- meal periods/breaks	10.06	14
- notice of changes	10.12	16
- paid holidays	30.06	44
- posting	10.13	16
- shift differential	10.07	14
- training	17.02/.04	33/34
- vacations (also see overtime)	20.07/.08	37
Seniority	Article 9	10
- affecting layoff/recall	11.01/.02	18
- classifications	Schedule "A"	54/55
- contract staff	21.02 (a)	38
- groupings	Letter of Understanding	84
- lists	9.06	12
- loss of	9.05	11
- probation	9.02	10
- vacation	20.08	37
- Union President/ Vice President Leave	11.11	20
Sick Leave	Article 19	35
- calculations	19.01	35
- medical certificates	19.01 (g)	36

	<u>Article/s</u>	<u>Page</u>
Special Leave Days	30.02	43
Spouse - definition	3.04 (a,b)	2
Stewards	6.01/.04 (a)/.05/.06	3/4/6/6
Strikes and Lockouts	4.01	2
Students	2.01	1
Substitute & Relief & Part-Timers		
- definition	21.01	38
- exclusive clause	2.01	1
Suspensions		
- with/without pay	13.02	22
Taxis (A/A & LSR Staff)	10.15	168
T4 Slips	32.01	44
Technological Change	Letter of Understanding	64
Temporary, Casual/Contract Employees (also see Contract Staff)	Article 21	38
Temporary vacancies	(see Job Postings/Contract Staff)	
Termination		
- contract staff	21.02	38
- deemed to be	9.05	11
- vacations	20.09	37
- vacation entitlement chart (also see discharge)	Table "A"	52
Training	Article 17	33
- "in house"	17.02	33
- outside agency	17.03/.04	34
- pre-retirement	17.03	34
- compensation	17.04	34
Transfer of employees	9.07	13
Transportation	Article 18	34
- agency policy/procedures	18.01	34
- damage to cars	18.04	35
- insurance allowance	18.02	34
- kilometre allowance	18.02	34
- overtime	10.14	16
- Probationary Staff	18.05	35
- parking	18.03	34
- shift work (12:01 a.m & 6:01 a.m.)	10.15	16

	Article/s	Page
Union Activities	3.01/.02	1/2
Union Leaves		
- full-time union temporary leave	6.02 (a & b)	3/4
- payment authorization form	Appendix "B"	51
- reimbursements of wages	6.04 (b)	5
- union business	6.04 (b)	5
(also see President's leave)		
Union Notices	31.01	44
Union Representation	Article 6	3
Union Security	Article 12	20
Union Dues	12.01/.02/.03/.04	20/21
Union Orientation	12.05	21
Vacations	Article 20	36
- additional paid holidays	30.01	43
- carry over	20.10	38
- casework expectations	20.11	38
- completion of casework	Letter of Understanding	65
- contract staff	21.02 (b)	39
- entitlements chart	Table "A"	52
- full-time	20.01/.02/.03	<del>36</del> 37
- on termination	20.09	37
- part-time	20.05	37
- leaves of absence	20.06	37
- probation	20.08/.09	37
- seniority	20.08	37
- scheduling	20.07/.08	37
- temp./casuals	20.04	37
Vision Care	36.01	45
Volunteers	38.01	46
Wages and Classifications	Article 40	47
- acting pay	Letter of Understanding	77
- as per January, 1994	Schedule "D"	56
- anniversary date	Schedule "D"	56
- contract staff	21.02 (c)	39
- holiday pay	30.03/.04/.05	<del>43</del> 44
- increments	Schedule "D"	56
- camps	Letter of Understanding	58
- T4 slips	32.01	44
- training	17.02	33
(also see classifications)		
Wage Loss Insurance Programme	Letter of Understanding	a l
Workers' Compensation	Letter of Understanding	82
Workload	Letter of Understanding	83

