

COLLECTIVE AGREEMENT

Between



And



Expires March 31, 2005

06 287 08

TABLE OF CONTENTS

Articles		
I	Purpose	5
II	Recognition	5
III	Relationship	5
IV	Definitions	6
V	No Strike and No Lockout	7
VI	Management Functions	7
VII	Representation	8
VIII	Grievance Procedure	12
IX	Arbitration	14
X	Seniority	15
XI	Hours of Work and Overtime	19
XII	Layoff and Recall	25
XIII	Union Security	28
XIV	Discharge and Discipline	29
XV	Leave of Absence	30
XVI	Job Postings	40
XVII	Qualifications	42
XVIIII	Staff Training and Development	42
XIX	Transportation	43
XX	Sick Leave	44
XXI	Vacations	46
XXII	Temporary or Contract Employees	48
XXIII	Job Sharing -- Full-Time Employees	50
XXIV	Dental Plan	53
XXV	Major Medical Benefit Plan	53
XXVI	Vision Care	54
XXVII	Pension Plan	54
XXVIII	Life Insurance	54
XXIX	Employer Health Tax	54
XXX	Income Maintenance Program	54
XXXI	Long Service Bonus	55
XXXII	Benefits for Early Retirees	55
XXXIII	Paid Holidays	56
XXXIV	Bulletin Boards	57
XXXV	T4 Slips	57
XXXVI	Employee Protection	57
XXXVII	Access to Personnel Files	59
XXXVIII	Retroactivity	59
XXXIX	Volunteers	59
XL	Health And Safety	59
XLI	Technological Change	61
XLII	Wages and Classifications	62
XLIII	Workload	64
XLIV	Copies of Agreement	64
XLV	Duration	64

Appendix "A"	Union Representation	65
Appendix "B"	Union Authorization for Payment	66
Table "A"	Vacations	67
Schedule "A"	Classification by Seniority Groupings	68
Schedule "B"	Normal Work Week (35 hours)	70
Schedule "C"	Normal Work Week (40 hours)	70
Schedule "D"	Salary Schedule January 2002	71
	Salary Schedule October 2002	72
	Salary Schedule January 2003	73
	Salary Schedule April 2003	74
	Salary Schedule October 2003	75
	Salary Schedule January 2004	76
	Salary Schedule April 2004	77
	Salary Schedule October 2004	78
	Salary Schedule January 2005	79
Schedule "E"	Casual Employees	80

Letters of Understanding

Union Representation on Board Committees	91
Camp Programs	92
Conditions of Employment Applicable to Staff Participating in Camp Programs	93
Terms of Union President's Leave	94
Guidelines re Administration of Article 21.10	95
Re Article 12.01	97
Letter of Intent: Amalgamation Restructuring or Re-organization of the Agency	98
Employee Health and Safety Complaint Resolution Procedure	99
Letter of Intent: Optional Benefits	101
Job Security	102
Acting Pay	103
Child Care/Elder Care	104
Employee Assistance Program	105
Modified Return to Work Program	106
Workplace Safety and Insurance Board	107
Alternative Dispute Resolution Process for Workload	108
Notification of Policy Changes	109
Article 16.04	110
Redeployment Committee	111
Layoff and Recall Temporary Full-time and Temporary Part-time Employees	112
Maintenance of Union Bulletin Board	113
Working from Home – Full-Time Employees	114
Income Maintenance	115
Regarding Bill 76	116
Regarding Exchange Workers	117
International Recruitment	118
Student Funding	119

Letters of Understanding - continued

Workload – Workload Management	120
Letter of Intent: Target Caseload Range	123
Workload - Caseload Cap of Individual Workers	124
Joint Programs or Services	125

Index	127
--------------	------------

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 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 and students employed during the school vacation period.
- 2.02 The terms and conditions, which apply to Casual employees, shall be as set out in Schedule "E" in this agreement.**

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** 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 - DEFINITIONS

- 4.01** (a) All reference to "spouse" in this Collective Agreement shall include a person lawfully married to the employee or a person living with the employee in a common law relationship including same sex relationship. It is understood that an employee may only designate one spouse at a time.
- The Union will save the Employer harmless from any and all action where the Society is prohibited by legislation or applicable regulation from fulfilling its obligations as enunciated above.
- (b) Permanent full-time employee means an employee who is employed for an indefinite period and is regularly scheduled more than **24** hours per week.
- (c) Temporary full-time employee means an employee who is employed to work up to one year and is regularly scheduled to work more than **24** hours per week to fill a temporary full-time vacancy.
- (d) Permanent part-time employee means an employee who is employed for an indefinite period and is regularly scheduled **24** hours or less per week.
- (e) Temporary part-time employee means an employee who is employed to work up to one year and is regularly scheduled to work **24** hours or less per week to fill a temporary part-time vacancy.
- (g) Casual employee means any employee who is engaged to work irregular intervals on an as needed basis and is generally scheduled **24** or less hours per week. Casual employees have

the option of accepting or declining **work** assignments at the **time** the assignments **are offered**.

ARTICLE V -NO STRIKE AND NO LOCKOUT

5.01 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.

5.02 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 VI -MANAGEMENT FUNCTIONS

6.01 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, where he/she has not completed his/her probationary period the standard will be that the Society will not discharge a probationary employee in a manner that is discriminatory or in bad faith) 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 VII - REPRESENTATION

- 7.01** The Union shall elect or appoint not more than **thirty (30)** 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.
- 7.02**
- (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 at 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 twelve (12) months or less, the employee shall have the right to return to his/her former position. If the leave is in excess of twelve (12) 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 10.07(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 1st to December 31st.

7.03 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 7.01 above.

- 7.04**
- (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 eighty (80) 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 **six (6) full-time and part-time** 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 XLV**, duration of the Collective Agreement, to meet for the purpose of negotiations in accordance with **Article 45.02**. 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 **six (6)** 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 **six (6)** 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.

7.05 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.

7.06 There shall be at least one (1), but not more than four (4) Union representatives (referred to in **Article 7.01**), exclusive of Executive

Officers, for each of the Society's Branches or Departments, Residential and Day Treatment programs.

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.

7.07

COMMUNICATIONS SYSTEMS

The Society agrees during the term of this Collective Agreement to allow the Union to use the Society's interoffice communication systems, including voice mail and electronic mail, for the purposes of transmitting correspondence relating to Union business with Society Management, Union elected/appointed Officers and Union Committee members.

It is understood that correspondence sent via interoffice mail to Union members will be sent to Union Stewards or members of the Circulating Committee for distribution to members. The Stewards or Circulation Committee will not do such distribution during work hours, however shall be allowed to do so during breaks and lunchtime and agree not to interrupt or interfere with Society operations.

The Union agrees to forward a copy of all correspondence intended for general membership circulation, sent by the Society's interoffice communication systems to the Director of Human Resources and Manager of Labour Relations or designate prior to distribution. In the event that the Society is of the view that the material is inappropriate the Society will inform the Union in writing by e-mail or facsimile within forty-eight (48) hours excluding Saturdays, Sundays and paid holidays from the date and time the communication was received in the Human Resources Department. The Union agrees that once so informed that the Union will not transmit said material via the Society's interoffice communications systems. The Union also agrees to forward correspondence transmitted to the Communication Committee to the Director of Human Resources and Manager of Labour Relations or designate. The Union further agrees that should any question arise about the appropriateness of the correspondence being transmitted that the Union President and/or the Vice Chief Steward will meet with the Director of Human Resources and/or the Executive Director to discuss the issue.

Further, the Society undertakes to establish an Electronic Bulletin Board to enable the Union to communicate with its members. Copies of all

Electronic Bulletin Board material shall be given to and approved by the Director of Human Resources or his/her designate prior to material being posted. Any installation costs associated with this shall be the responsibility of the Union. The Union agrees to adhere to the Society's purging procedures.

ARTICLE VIII -GRIEVANCE PROCEDURE

- 8.01** 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.
- (a) For purposes of this Article, for full-time employees 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 8.02, his/her special leave days and regularly scheduled days off other than the above.
 - (b) For the purposes of this Article, for part-time employees, 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 8.02, his/her special leave days as applicable.
- 8.02** 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 advise the supervisor that he/she wishes to hold a complaint meeting and 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 Society shall make prior written request of the Union in the event that a supervisor requests the presence of a Human Resources Representative at a complaint meeting. It is understood that the Human Resources Representative will not take an active part in the discussion. Union agreement will not be unreasonably withheld.
- 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 shall have 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. **The Society shall make prior written request of the Union in the event that a supervisor requests the presence of a Human Resources Representative at a complaint meeting. It is understood that the Human Resources Representative will not take an active part in the discussion. Union agreement will not be unreasonably withheld.**

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

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

- 8.03** 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 **within ten (10) days after the circumstances giving rise to the grievance have occurred, or ought reasonably to have come to the attention of the party filing the grievance** and the time limits set out with respect to that Step shall appropriately apply.
- 8.04** 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 **within ten (10) days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees or the Union** and the time limits set out with respect to that Step shall appropriately apply.
- 8.05** 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.
- 8.06** 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.
- 8.07** 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 8.02**.
- 8.08** 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 IX - ARBITRATION

- 9.01** 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 may then request the Minister of Labour for the Province of Ontario to appoint an impartial chairperson.

- 9.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.03** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.04** 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.
- 9.05** 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.
- 9.06** 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.
- 9.07** 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.
- 9.08** 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 X - SENIORITY

- 10.01** Seniority, for full-time employees, 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.

10.02 Seniority for permanent part-time employees will accumulate on a pro-rated basis as follows:

- a) one (1) year's seniority for each two thousand and eighty (2080) hours worked in the bargaining unit as of date of last hire, in the case of an employee whose equivalent full-time position's normal daily hours of work would otherwise be eight (8) hours; or
- b) one (1) year's seniority for each one thousand eight hundred and twenty (1820) hours worked in the bargaining unit as of date of last hire, in the case of an employee whose equivalent full-time position's normal daily hours of work would otherwise be seven (7) hours.

As between two (2) or more employees who have the same seniority date, the employee whose job application has the earliest date will be considered to be the senior employee.

10.03 Full-time Employees

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.

10.04 Part-time Employees

Employees (excluding Child Welfare Workers) shall be on probation for a period of nine hundred and ten (**910**) paid hours of continuous employment. All Child Welfare Workers shall be on probation for a period of one thousand three hundred and sixty-five (1365) paid hours of continuous 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 four hundred and fifty-five (455) paid hours of continuous 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 nine hundred and ten (**910**) or one thousand three hundred and sixty-five (1365) paid hours of continuous employment, 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.

10.05 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.

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

- Office Services
- Child Welfare 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 consulted with and advised of any such changes prior to their implementation.

10.07

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 twenty (20) 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.

10.08 The Society shall maintain a seniority list for full-time employees showing the employee's name, date of hire, seniority group and current classification. The Society shall maintain a seniority list for permanent part-time employees showing the employee's name, date of hire, seniority group, current classification, total number of hours worked and accrued seniority. These lists shall be revised monthly with copies provided to the Union. At the same time these lists 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.

10.09 The Society agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent.

Non-bargaining unit employees may apply through the job posting procedure for a vacant position in the bargaining unit, pursuant to Article XVI of this Agreement. Their applications will be considered as external to the bargaining unit.

It is understood that employees who move to a position outside of the bargaining unit will not accumulate seniority while so employed. Seniority previously accumulated while in the bargaining unit will be reinstated for those employees returning to the bargaining unit from temporary employment external to the bargaining unit provided there has been no break in service with the Society. Seniority previously accumulated while in the bargaining unit will not be reinstated for those employees returning to the bargaining unit from permanent employment external to the bargaining unit. In such case, seniority will begin to accrue from zero effective the employee's return date to the bargaining unit.

In the event of a layoff, no employee outside of the bargaining unit shall be entitled to use her/his bargaining unit seniority to displace current bargaining unit employees

ARTICLE XI - HOURS OF WORK AND OVERTIME

11.01 The normal full-time equivalent workweek for Seniority groupings enunciated in Schedule "B" of this Agreement will be thirty-five (35) hours, exclusive of meal periods, except with respect to employees engaged in continuous operations or on special shifts.

- 11.02** The normal full-time equivalent workweek for Seniority groupings enunciated in Schedule "C" of this Agreement will be forty (40) hours, exclusive of meal periods. It is understood, however 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.
- 11.03** Subject to full-time 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.
- Wherever possible full-time employees will be granted a minimum of three (3) weekends off per six (6) week schedule, excluding overnight workers. The parties understand and agree that in order to accommodate the scheduling of this time off, the use of SH/CT days will be required. Further the parties agree that this change in schedule may take effect no sooner than sixty (60) days of ratification of this Agreement.
- 11.04** (a) Where it has been mutually agreed between the Society and the Union that a full-time 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".
- (b) It is agreed between the Society and the Union that permanent and temporary part-time employees who are required to be "on-call" that is available by telephone or paging device, outside of their normal working hours will be paid \$1.95 per hour for all hours "on-call". It is further agreed and understood that where such employees must physically respond to any calls, in addition to the foregoing, they will be compensated for each hour, or portion thereof, of direct service provision in accordance with the provisions of this agreement.
- 11.05** (a) Notwithstanding the foregoing, it is understood that this Article sets out the normal hours of work for full-time 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.

- (b) The hours of work shall be scheduled by the Society for permanent part-time employees, subject to the terms of this Agreement. The Society does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.
- 11.06** (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 Workers will be granted a fifteen (15) minute rest break both in the first and the second half of a normal eight (8) hour shift. For those Residential Workers working less than a normal eight (8) hour shift, a fifteen (15) minute rest break will be provided for each four (4) hours of work.
- 11.07** Employees in the Child and Youth seniority grouping who, as part of their normal duties, perform shift work in Residential or Day Treatment Program(s) will receive a shift differential of forty-four point five (44.5) 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, i.e. the first full day period in:
- | | |
|---------------|-------------------|
| April, 2002 | Increase by 2% |
| October, 2002 | Increase by 1.5% |
| April, 2003 | Increase by 2% |
| October, 2003 | Increase by 1.25 |
| April 2004 | Increase by 2% |
| October 2004 | Increase by 1.75% |
- 11.08** Authorized hours worked in excess of the normal work week under Article 11.01 and 11.02 above shall be compensated for on the following basis:
- (a) Full-time employees normally scheduled to a thirty-five (35) hour work week and part-time employees whose full-time equivalent would be 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, hours worked in excess of thirty-five (35), but not exceeding forty-four (44) hours per week shall be extended. This, in no way, fetters an employee's ability to request that all or part of the compensatory time remaining in credit to them be paid out, with pay out of these hours on a straight time basis.

- (b) **Full-time employees normally scheduled to a forty (40) hour work week and part-time employees whose full-time equivalent would be 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, hours worked in excess of forty (40) hours, but not exceeding forty-four (44) hours per week shall be extended. This, in no way, fetters an employee's ability to request that all or part of the compensatory time remaining in credit to them be paid out, with pay out of these hours 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.

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

11.10 The parties to this Agreement recognize that the nature of the Society's operation 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. The Society will consider legitimate personal excuses of employees.

- 11.11** 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 dependants, 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.
- 11.12** The Society will attempt to provide as much advance notice as may be practicable with respect to changes in the work schedules. Where major changes in the scheduling of hours of work, including the introduction of new schedules of work are required, the Society agrees to advise and discuss such changes with the Union prior to their implementation. In the application of this Article to employees at **Residential and Day Treatment 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.
- 11.13** The hours and days of work of employees subject to shift work in **Residential and Day Treatment 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 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.
- 11.14** 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.

- 11.15** When a shift worker in a **Residential** or Day Treatment 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.
- 11.16** 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.
- 11.17** 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.
- 11.18**
- (a) When a **full-time** 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 11.08**.
 - (b) When a **full-time** 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 11.08**.
 - (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.

11.19 Employees required to undertake extensive travel (i.e. repatriating clients or responding to subpoena resulting from child welfare matters) shall be compensated twelve (12) hours of pay for every twenty-four (24) hours of such duties worked at their regular or overtime rate as per Article **11.08** of the Collective Agreement. Such compensation will be pro-rated accordingly (i.e. payment of **18** hours where such duties require **36** hours of work).

Where a part-time employee is subpoenaed resulting from a Child Welfare matter, and extensive travel is not required, the employee shall be compensated for each hour worked pursuant to the terms of this Agreement.

ARTICLE XII - LAYOFF AND RECALL

12.01 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.

12.02 In the case of a subsequent increase in service demands, recall, subject to the provisions of Article **10.07(c)** and **10.07(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.

12.03 (a) Where a layoff of a bargaining unit member is necessary, the Society shall first meet with the Union, not less than ten (10) days prior to any notice as contemplated in Article **12.05**, 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 The Letter of Understanding entitled "Redeployment Committee" attached hereto 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 **12.04** 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.

12.04

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 **12.01**

12.05

- (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, **pro-rated for permanent part-time employees**, 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 **10.07(c)**.

12.06 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.

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

12.08 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.

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

12.10 For **permanent full-time and permanent part-time** bargaining unit employees with less than five (5) years of seniority, during the first five (5) 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	Semi-Private Hospital
Accidental Death and Dismemberment	Dental
Major Medical	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.

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

ARTICLE XIII - UNION SECURITY

- 13.01** The Society agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit.
- 13.02** 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.
- 13.03** 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.
- 13.04** 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.
- 13.05** The Society agrees to provide each new member of the bargaining unit with a copy of the Collective Agreement and an information packet both of which will be provided to the Society by the Union.

- 13.06**
- (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 Article 13.06(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 XIV - DISCHARGE AND DISCIPLINE

- 14.01** A claim by an employee that he/she has been unjustly discharged suspended with or without pay or laid off, (providing, in the case of discharge, where he/she has not completed his/her probation, the standard as set out in Article 6.01(b) shall apply) 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.
- 14.02** In cases of discharge or suspension with or without pay, the employee and the Union 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.
- 14.03** 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.

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

ARTICLE XV - LEAVE OF ABSENCE

15.01 The Society may, at its discretion, grant leave of absence with or without pay for legitimate personal reasons.

15.02 (a) Pregnancy 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 **twelve (12)** 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 **and dismemberment, LTD**, 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 by **four (4) weeks**.

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 **eleven (11) months**.

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 the leaves of absence shall be exempt from Article **22.02**, the “rollover” provision of the Collective Agreement.

It is agreed and understood that the duration under this provision is inclusive of any and all rights to parental/adoption leave.

- (b) **Adoption/Parental Leave:** Provided that an employee becomes an adoptive parent or meets the definition of spouse as defined in this agreement and has at least thirteen (13) weeks of service, and is not eligible for pregnancy leave he/she shall qualify for **adoption/parental** leave following the birth/adoption of the child or the coming of the child into the employee’s custody, care and control for the first time. **Adoption/parental** leave without pay, shall be granted at the written request of the employee for any period up to a maximum of **forty-eight** (48) 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 **fifty-two** (52) 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 and dismemberment, LTD, 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 by four (4) weeks.

At least sixty (60) days prior to the expiration of the approved adoption/parental 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.

Without prejudice or precedent to any other Article or provision of this Collective Agreement, any temporary or contract employee hired to cover the leaves of absence shall be exempt from Article **22.02**, the “rollover” provision of the Collective Agreement.

- (c) **Paid Pregnancy/Adoption/Parental Leave:** An employee entitled to pregnancy/adoption/parental 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/parental 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 full-time employee would otherwise have earned during the period. For part-time employees payments equivalent to seventy percent (70%) of the salary will be based on the employee's earnings averaged over twenty-six (26) weeks immediately prior to the commencement of the leave or in the event the employee is employed for less than twenty-six (26) weeks, earnings will be averaged over the period of actual employment: and
- ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly E.I. benefits the employee is eligible to receive and any other earnings received by the full-time employee, and seventy percent (70%) of the salary which the employee would otherwise have earned during the period. For part-time employees will be based on the employee's earnings averaged over **twenty-six (26)** weeks immediately prior to the commencement of the leave, or in the event the employee is employed for less than twenty-six (26) weeks, earnings will be averaged over the period of actual employment.
- (d) i) **Paid Birth/Parental/Adoption Days:** (full-time employees) Any spouse not receiving pregnancy/parental/adoption leave and who does not take advantage of the paid leave provided in c), shall receive leave of absence with pay at the time of the birth/adoption of the child, provided he/she has thirteen (13) weeks service, and makes their request in writing. Such leave of absence shall not exceed twelve (12) working days unless extended in writing by the Society. Such leave shall begin within fifty-two (52)

weeks after the birth/adoption, or after the child first comes into the custody of the care of a parent, at a time mutually agreed between the employee and the supervisor. The supervisor's agreement will not be unreasonably withheld.

- ii) **Paid Birth/Parental/Adoption Leave:** (part-time employees)
Any spouse not receiving **pregnancy/parental/adoption** leave and who does not take advantage of the Paid Leave as provided in **c)**, shall receive leave of absence with pay at the time of the birth/adoption of the child, provided **he/she** has thirteen **(13)** weeks service and makes their request in writing. Such leave of absence shall not exceed twelve **(12)** working days, pro-rated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification, unless extended in writing by the Society. Such leave shall begin within **fifty-two** (62) weeks of the birth/adoption, or after **the** child first comes into the custody or care of a parent, at a time mutually agreed between the employee and the supervisor. The supervisor's agreement will not be unreasonably withheld.

- (e) Any full-time 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** (exclusive of adoption) 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.

Any part-time 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, pro-rated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification, for the purposes of assuming **guardianship/custody** (exclusive of adoption) 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.

- (9)** 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 **10.07(c)**, pending a suitable vacancy in the service area in which he/she was last employed. In either case such vacancy need not be posted provided the returning employee fills the vacancy.

- 15.03** 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.
- 15.04** 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.

Days are pro-rated based on regularly scheduled hours of work for part-time employees.

15.05

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. Seniority will continue to accrue, if such educational leave of absence has direct applicability to Society functions.

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 10.07(c)** and subject to **Article 15.05(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.

- 15.06** 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 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.

15.07 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 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 **once every six (6) months on a compounded monthly** basis, the first credit to be **six (6) months** 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 XVI- JOB POSTINGS

16.01

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.

16.02 Vacancies shall be posted for a period of eight (8) calendar days and employees bidding on job vacancies must make application in writing and this must be received by the 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.

16.03 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.

Employees seconded to bargaining unit positions on a temporary basis for up to one year shall retain the right to return to the position held immediately prior to the secondment provided that there is no more than one (1) temporary contract position, due to secondment per supervisor.

16.04 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 **new permanent employees hired to fill temporary vacancies**, 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 employees are transferred will not be posted. If there are no vacancies to which **these** employees could be assigned, such employees will be able to exercise their seniority rights in accordance with the Article on Layoff and Recall.

- 16.05** The Society shall first consider bargaining unit applicants 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, seniority shall apply.
- 16.06** 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.
- 16.07** 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.
- 16.08** The Society need not consider any applicant to a posting who has, within the prior six (6) month period, successfully bid on a vacancy.
- 16.09** The Society agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

ARTICLE XVII - QUALIFICATIONS

- 17.01** 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 XVIII - STAFF TRAINING AND DEVELOPMENT

- 18.01** 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.
- 18.02** 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.

- 18.03** Where an employee and supervisor identify additional training or developmental needs which may be met by attendance at a conference, workshop, or seminar outside of the Society's own training program, and the necessary funds are available, the Director may authorize attendance by the employee. The Society recognizes that pre-retirement education is an appropriate training subject to be dealt with under this section.
- 18.04** 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 XIX - TRANSPORTATION

- 19.01** 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.

All vehicles maintained by the Society shall be maintained on a regularly scheduled basis to ensure their level of safety.

- 19.02** 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-five cents (35¢) per kilometre effective the month following ratification and increasing to thirty-seven (37¢) per kilometre effective April 1, 2003. Effective October 1, 2004 this mileage allowance will be increased to thirty-eight (38¢) per kilometre** It is understood and agreed that employees using their personal cars on the Society's business shall **maintain property and liability** insurance in an amount not less than one million dollars (\$1,000,000). The Society agrees to pay the employee a flat amount of twenty-five (\$25.00) per month for provision of required insurance. This

amount is to be shown on the monthly mileage account for payment in accordance with the normal practice of the Society. Employees shall be paid this car insurance subsidy on a monthly basis, regardless of whether mileage is claimed.

- 19.03** The Society maintains limited free parking at a number of its locations in 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.
- 19.04** 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, **up to the lesser of the employee's comprehensive insurance deductible amount or five hundred dollars (\$500.00)**, 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 **or proof of the repair and the cost thereof**. The Society may require estimates for the costs of repair of the damage.
- 19.05** 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 XX -SICK LEAVE

- 20.01** 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 (1½) 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.

Sick leave shall accumulate on the basis of one and one-half (1½) days per calendar month of active employment on a pro-rated basis for all permanent part-time employees covered by this Collective Agreement to a maximum accumulation of one hundred (100) working days on a pro-rated basis 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, **pro-rated for permanent part-time employees.**
- (c) All **full-time and permanent part-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 sixty six and two thirds percent (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) **A full-time and a permanent part-time** 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.
- (9)** i) **Full-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 pro-rated in the proportion that their regularly scheduled hours

of work bear to the full-time hours of work for employees in their classification; such pro-ration shall apply only to the rate of accumulation.

- ii) Permanent part-time employees shall be entitled to sick leave in accordance with all of the foregoing provisions pro-rated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification; such pro-rations shall apply to the rate of accumulation and to total sick day entitlements above.
- (g) Notwithstanding Article 20.01, permanent part-time employees, as defined in this Agreement, employed as of October 8th, 2003, whose sick leave has been calculated without pro-ration of the one hundred (100) day maximum accumulation will continue to accumulate sick leave in that manner until such time that their employment status changes.
- (h) 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 for the cost of the medical certificate.

ARTICLE XXI - VACATIONS

- 21.01 All full-time and permanent part-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, pro-rated for permanent part-time employees.
- 21.02
 - (a) All full-time and permanent part-time employees, after one year of service will be entitled to four (4) weeks of vacation.
 - (b) All full-time and permanent part-time 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 and permanent part-time 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

- 21.03** Temporary employees shall be entitled to **four percent (4%)** vacation with pay.
- 21.04** 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 pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification.
- 21.05** 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 1st to May 31st) shall have his/her vacation pay pro-rated, for such unpaid absences except in cases of pregnancy, parental, and adoption leaves.
- 21.06** 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.
- 21.07** 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 the **first six (6) months of employment**. *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.
- 21.08** On termination of employment prior to the completion of the probationary period an employee shall receive **four percent (4%)** vacation pay. 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.
- 21.09** 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.

- 21.10** 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 **21.10**

- 21.11** 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 XXII – TEMPORARY OR CONTRACT EMPLOYEES

Full-time Employees

- 22.01** It is recognized that, from time to time the Society engages the services of temporary 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.

- 22.02** 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, or where such continuous employment is less than one (1) year and they become a successful candidate pursuant to Article **XVI** of this Agreement, the Society agrees to credit them with actual seniority accrued during such temporary, or contract employment,

following which all of the provisions of Article X 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 **XXX**, **XXI**, and **XXVII** 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.

22.03 The Society agrees to provide the Union on a bi-monthly basis with a list of all temporary and contract employees consistent with Article **22.01**, the reasons why the employee was hired and the intended length of the employee's term of employment.

Part-time Employees

22.04 It is recognized that, from time to time the Society engages the services of temporary or contract employees to cover absences of permanent part-time staff due to vacations, illness, leaves of absence, secondments or to perform special projects.

22.05 (a) Where such temporary or contract **part-time** employment is less than one (1) year, such persons may be terminated or laid off subject to the applicable provisions of this Agreement. If

their temporary or contract employment continues in excess of one (1) year, or where such employment is less than one (1) year and they become a successful candidate pursuant to Article XVI of this Agreement, the Society agrees to credit them with actual seniority accrued during such temporary employment, following which all of the provisions of Article X shall apply.

- (b) Where such temporary or contract employment is less than one (1) year, they shall not be entitled to income maintenance, vacation and pension provisions of the Collective Agreement and Article XXX, XXI and XXVII shall have no application. They shall be entitled to vacation pay calculated in an amount equivalent to four percent (4%) of their gross earnings. They shall be entitled to earn one (1) special leave day with regular pay after four (4) continuous months worked on a pro-rated basis. 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 on a pro-rated basis. 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 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 (1½) days per month worked to a maximum accumulation of eighteen (18) working days on a pro-rated basis.

22.06 The Society agrees to provide the Union on a bimonthly basis with a list of all temporary employees consistent with Article 22.04, the reasons why the employee was hired and the intended length of the employee's term of employment.

ARTICLE XXIII - JOB SHARING-- FULL-TIME EMPLOYEES

23.01 When two (2) workers wish to share a job the following will apply:

- (a) Each job sharing arrangement will replace one full-time bargaining unit position. The job will be split into two (2) half-time positions.
- (b) Job sharing will be limited to one (1) bargaining unit position per team or supervisor unless otherwise agreed to by the parties.
- (c) The Society may request at any time that an unsuccessfully posted position be shared under the terms of this Agreement.

- (d) The request for job sharing will be made by two **(2)** current full-time bargaining unit employees who have completed their probationary periods. This request will be related to one particular bargaining unit position. The Supervisor at the position in question must be in agreement with the job sharing request.
- (e) Seniority and Service will be pro-rated for all purposes during the job sharing period.
- (9)** All Seniority or Service related benefits will be pro-rated 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:
 - i) be reassigned to the position full-time

or

- ii) 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 11.17** of the Collective Agreement.
 - (o) Overtime for job sharing employees will be considered as authorized hours worked in excess of the normal workweek for the full-time position and will be compensated for as prescribed by **Article 11.08** 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 **Article 23.01(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 **Article 23.01(d)**, a request for a job sharing may be made by one (1) current full-time bargaining unit employee who has completed his/her probationary period. The Society shall post internally the job share position in accordance with **Article XVI** 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.

- (s) The Society shall advise the Union on an ongoing basis of all Job Shares which have commenced or discontinued under the terms of this Agreement.

ARTICLE XXIV - DENTAL PLAN

- 24.01** The Society agrees to provide a Dental Care Plan, integrated with Major Illness Benefit, and to pay one hundred percent (100%) of the premium towards coverage of all eligible full-time employees covered by this Agreement. Such plan will be with Great West Life (or provision of comparable coverage with another carrier) and will continue during the term of this Agreement.

Premiums payable by the Society shall be pro-rated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

Effective the first of the month following date of ratification, this Plan will provide coverage at the current less one year O.D.A. rates.

The Society agrees to enhance the dental plan to include coverage for crowns. Reimbursement will be at fifty percent (50%) to an annual maximum of one thousand and five hundred dollars (\$1500.00) effective April 1, 2003.

ARTICLE XXV - MAJOR MEDICAL BENEFIT PLAN

- 25.01** The Society agrees, during the term of this Agreement to continue to pay the full cost of premiums towards coverage of all eligible full-time 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.

Premiums payable by the Society shall be pro-rated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

- 25.02** The Society agrees to the provision of a pay direct prescription drug card for employees and eligible dependants with no annual deductible with reimbursement at eighty percent (80%) on the first two thousand dollars (\$2000) of eligible expenses per insured per

calendar year and then one hundred percent (100%) for eligible expenses greater than two thousand dollars (\$2,000) per insured per calendar year starting April 1, 2003.

ARTICLE XXVI -VISION CARE

26.01 Effectivethe first of the month following the date of ratification, the Society agrees to pay one hundred percent (100%) of the premiums for single and dependent coverage for all full-time eligible employees for a no co-insurance three hundred dollars (\$300) every twenty-four (24) months per insured. Effective January 1, 2003, three hundred and fifty dollars (\$350) reimbursement every twenty-four (24) months per insured. Effective January 1, 2004 three hundred and seventy-five dollars (\$375) reimbursement every twenty-four (24) months per insured.

Premiums payable by the Society shall be pro-rated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

ARTICLE XXVII • PENSION PLAN

27.01 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. Permanent part-time employees shall be permitted to participate in the pension plan subject to the terms and conditions of the OMERS pension plan.

ARTICLE XXVIII -LIFE INSURANCE

28.01 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%) times the annual salary subject to the terms and conditions of the life insurance plan.

ARTICLE XXIX - EMPLOYER HEALTH TAX

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

ARTICLE XXX • INCOME MAINTENANCE PROGRAM

30.01 (a) The Society agrees, during the term of this agreement, to continue

to pay fifty percent (50%) of the billed premiums towards coverage of all eligible **full-time** 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.

Premiums payable by the Society shall be pro-rated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

- (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 XXXI - LONG SERVICE BONUS

- 31.01** The Society agrees to pay a Long Service Bonus of **four hundred and fifty dollars (\$450) (pro-rated for part-time employees)** as a salary bonus for employees who have attained **ten (10)** years or more of service prior to year-end December 31st. Such bonus shall be payable in the last pay period prior to Christmas in any year by separate direct deposit. Effective **2003**, this Long Service Bonus will increase to **four hundred and seventy-five dollars (\$475) (pro-rated for part-time employees)**. Effective **2004**, this Long Service Bonus will increase to **five hundred and twenty-five dollars (\$525) (pro-rated for part-time employees)**.

ARTICLE XXXII - BENEFITS FOR EARLY RETIREES

- 32.01** The Society agrees to provide coverage to retirees for the benefits provided in **Article XXV**, Major Medical Benefit Plan; **Article XXIV**, the Dental Plan; and **Article XXVI**, 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.

Premiums payable by the Society shall be pro-rated in the proportion of the permanent part-time employee's scheduled hours. The permanent part-time employee shall be responsible for their portion of the premium. This amount shall be deducted from the permanent part-time employee's pay.

ARTICLE XXXIII- PAID HOLIDAYS

- 33.01** Employees shall be entitled to the following holidays with pay:
- | | |
|---------------|------------------|
| New Years Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- 33.02** Full-time employees shall be additionally entitled to three (3) special leave days, pro-rated for part-time employees, 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 **33.06** 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.
- 33.03** (a) Holiday pay, for full-time employees will be computed on the basis of the employee's regular pay received had there been no holiday.
- (b) Holiday pay for permanent part-time employees, will be computed as Statutory Holidays as per the Ontario Employment Standards Act.
- 33.04** 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.
- 33.05** Any employee required to work on any holiday set out in Article **33.01** above, shall be paid at two (2) times the employee's regular straight time hourly rate. Employees shall be entitled to a day off with pay at a time established by the Society and satisfactory to the employee, as soon as possible following the holiday. Statutory holidays for the current year must be taken before the end of the first pay period in December.
- 33.06** 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 XXXIV - BULLETINBOARDS

34.01 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 XXXV - T4 SLIPS

35.01 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 XXXVI - EMPLOYEE PROTECTION

36.01 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.

36.02 This legal liability protection specifically includes the situation where an employee or former employee who:

- a)** is criminally charged for conduct alleged to have occurred during the discharge of his/her assigned duties as a Society employee, and is acquitted of the charges. Insurance protection will not require the payment of the deductible by the employee and will cover reasonable costs and expenses incurred directly in the defence of the criminal charges up to **thirty-five** thousand dollars (**\$35,000**). The Society agrees to pay all expenses for legal defence action that exceeds the insurance policy.
- b)** is being sued in Civil courts for conduct alleged to have occurred during the discharge of his/her assigned duties as a Society employee. Insurance protection will not require the payment of the deductible by the employee and will cover a reasonable costs and expenses incurred directly in the defence of the civil suit. 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.

- c) Where an employee is subject to a discipline hearing before any administrative tribunal or disciplinary body external to the Society for conduct alleged to have occurred in the course of **his/her** authorized duties providing child welfare services, the Society will pay the reasonable costs for legal representation up to a limit of two thousand five hundred dollars (\$2500) per occurrence, provided that such money shall be repaid in the event the employee is not exonerated.
- d) Where an employee is being investigated by the police for conduct alleged to have occurred in the course of **his/her** authorized duties providing child welfare services, the Society will pay the reasonable costs for legal representation up to a limit of five thousand dollars (\$5000) per occurrence, provided that such money shall be repaid in the event the employee is convicted.

The employee and the Society will be entitled to review and jointly agree on the appointment of a solicitor to represent the employee from the list of the legal firms who provide civil litigation or defence of criminal charges for the insurance company.

Should the employee elect legal counsel of his or her choice which is not on the approved list, the employee shall be responsible for all legal costs.

In the event the employee is convicted of a criminal charge, the Society reserves the right to recover all or any portion of the legal costs paid.

The Society agrees that in situations where criminal charges have been laid against an employee and on review the Society is satisfied that the employee has carried out the Society's mandate and/or service in good faith, in a professional manner; and provided that the employee has not committed a serious breach or dereliction of said duties and/or responsibilities, the employee shall be entitled to either:

- A leave of absence with full pay and benefits provided for under this Collective Agreement; or
- Another position which does not displace another employee and without change in pay, until the conclusion of the legal process, up to and including trial. Seniority for all purposes shall continue to accrue during any such leave.

36.03

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 XXXVII - ACCESS TO PERSONNEL FILES

- 37.01** 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.
- 37.02** 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.
- 37.03** 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 XXXVIII - RETROACTIVITY

- 38.01** 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 XXXIX - VOLUNTEERS

- 39.01** 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 **6.01**.
- 39.02** The Society will provide the Union with a list of all Agency volunteer functions on a semi-annual basis.

ARTICLE XL - HEALTH AND SAFETY

- 40.01** (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.

- (a) Recognizing its responsibilities under the applicable legislation, the Society agrees to establish a Central Joint Health and Safety Committee composed of both Co-chairs of all local Joint Health and Safety Committees.
- (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.
- (9) 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 be shared 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, clothing, and cleaning supplies. The need for additional protective equipment, clothing or cleaning supplies may be the subject of discussion at meetings of the Health and Safety Committee.

40.02 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

40.03 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.

40.04 In the event that the employee identifies a safety risk in the direct performance of **his/her** duties the employee shall:

- Immediately bring the matter to the attention of **his/her** Team Supervisor or Duty Supervisor.
- Meet with Team **Supervisor/Duty** Supervisor and assess the degree of risk and develop a plan to ensure the safety of the employee while in the performance of **his/her** duties.

In the event that the risk is within the community and the plan involves **co-teaming** it is the Supervisor's responsibility to identify and direct a **co-teaming** person.

ARTICLE XLI – TECHNOLOGICAL CHANGE

41.01 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 effect 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 **12.04**.

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.

ARTICLE XLII – WAGES AND CLASSIFICATIONS

- 42.01** 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.
- 42.02** 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 the 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.
- 42.03** 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 **42.04** shall apply with the appropriate changes.

42.04 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.

42.05 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 Toronto to increase specific salaries.

- 42.06** The Society will implement the adjustment of salaries one step on the same pay level for employees who after hire obtain relevant degree, effective the **first** full pay period in January **2003**.

ARTICLE XLIII - WORKLOAD

- 43.01** The Society is responsible for providing services in accordance with the Child and Family Services Act to protect children from emotional, sexual and physical harm and neglect. The Society **recognizes** that the keys to achieving this goal are the employees. The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee. The Society further recognizes that the issue of workload is of serious concern to bargaining unit members, as it is to the Society. The Society recognizes its role in the management of workload on an ongoing basis.

ARTICLE XLIV - COPIES OF AGREEMENT

- 44.01** The Union and the Society desire every employee to be familiar with the provisions of this Agreement and **his/her** rights and obligations under it. For this reason the Union will print sufficient copies of the Agreement in booklet form in a Union print shop within thirty **(30)** days of ratification by the parties. Any costs associated with the printing of the Agreement will be shared equally between the Union and the Society.

ARTICLE XLV - DURATION

- 45.01** This agreement shall remain in full force and effect until the **31st** day of March, **2005**, 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.
- 45.02** If notice of amendment or termination is given by either party in accordance with Article **45.01** 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 **8th** day of October **2002**.

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 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 7.04 (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": VACATIONS

PERMANENT STAFF VACATION ENTITLEMENTS													
Month	Vacation Entitlement Upon Hire		VACATION ENTITLEMENT UPON TERMINATION										
	Current Year	Next Year	1 to 8 Years	9 th Year	10 th Year	11 th Year	12 th Year	13 to 19 Years	20 th Year	21 st Year	22 nd Year	23 rd Year	24 th Year
			20 Days	21 Days	22 Days	23 Days	24 Days	25 Days	26 Days	27 Days	28 Days	29 Days	30 Days
January	8	20	13	14	15	15	16	17	17	18	19	19	20
February	7	20	15	16	16	17	18	19	19	20	21	22	23
March	5	20	17	18	18	19	20	21	22	23	23	24	25
April	3	20	18	19	20	21	22	23	24	25	26	27	28
May	2	20	20	21	22	23	24	25	26	27	28	29	30
June	0	20	22	23	24	25	26	27	28	29	30	31	33
July	0	18	23	25	26	27	28	29	30	32	33	34	35
August	0	17	25	26	27	29	30	31	32	34	35	36	38
September	0	15	27	28	29	31	32	33	35	36	37	39	40
October	0	13	28	30	31	33	34	35	37	38	40	41	43
November	0	12	30	32	33	34	36	37	39	41	42	43	45
December	0	10	32	33	35	36	38	40	41	43	44	46	48

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

Note 2: Permanent employees who have completed their probationary period but terminated 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 2
Accounting Clerk	Level 6
Clerk Typist	Level 6
Recep./Switchboard.	Level 6
Clerk	Level 6
Systems Clerk	Level 6
Systems Clerk	Level 7
Accounting Clerk	Level 7
Secretary	Level 7
Computer Operator	Level 7
Clerk	Level 7
Accounting Clerk	Level 8
Secretary	Level 8
support	Level 8

SENIORITY GROUP 2 – CHILD WELFARE WORKERS

Child Welfare Worker	Level 10
Child Welfare Worker	Level 12

SENIORITY GROUP 3 - CHILD AND YOUTH WORK

Child and Youth Worker	Level 9
Child and Youth Worker	Level 10

SCHEDULE "A" - CONTINUED**JOB CLASSIFICATION****SENIORITY GROUP 4 -GENERAL SERVICES**

Maintenance	Level 1
Maintenance	Level 4
Maintenance	Level 6
Tradesperson	Level 7
Tradesperson	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
Specialized Worker	Level 11
Specialized Worker	Level 12

SCHEDULE "B"

The normal workweek for the following seniority groupings shall be thirty-five (35) hours:

- Seniority Group 1- Office Services
- Seniority Group **2- Child Welfare Workers**
- Seniority Group 3- Child & Youth Worker III
- Seniority Group 4- General Services
- Seniority Group 5- Specialized and Others

SCHEDULE "C"

The normal workweek 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 OF JANUARY 2002

AS A RESULT OF 2002 PAY EQUITY ADJUSTMENT

12	43,838	46,512'	48,189	50,333	52,573	54,914	57,307
12**	46,512	48,189	50,333	52,573	54,914	57,307	59,368

* MSW Minimum
** Senior Child Welfare Worker & Child Welfare Worker Floater Range

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 15.01, 15.05 or 15.07 exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 42.02 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.

Step 5

12	45,385	48,154 ¹	49,890	52,110	54,429	56,852	59,330
12**	48,154	49,890	52,110	54,429	56,852	59,330	61,464

* MSW Minimum Senior Child Welfare Worker & Child Welfare Worker Floater Range
--

12	45,960	48,729*	50,465	52,685	55,004	57,427	59,905
12**	48,729	50,465	52,685	55,004	57,427	59,905	62,039

* MSW Minimum ** Senior Child Welfare Worker & Child Welfare Worker Floater Range

SCHEDULE "D" - SALARY SCHEDULE AS OF APRIL 2003

AS A RESULT OF 2% NEGOTIATED INCREASE

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
--------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------

01

12	46,879	49,704*	51,474	53,739	56,104	58,576	61,103	
12**	49,704	51,474	53,739	56,104	58,576	61,103	63,280	

<p>* MSW Minimum ** Senior Child Welfare Worker & Child Welfare Worker Floater Range</p>
--

calendar months

Employees moving to a lower level under Article 42.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

SCHEDULE "D" - SALARY SCHEDULE AS OF OCTOBER 2003

AS A RESULT OF 1.25% NEGOTIATED INCREASE

Level	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
01								
02	25,517	26,539	27,601	28,705	29,759			
03								
05								
06								
07								
08								
09								
10								
11								
12	47,465	50,325	52,117	54,411	56,805	59,308	61,867	
12**	50,325	52,117	54,411 ¹	56,805	59,308	61,867	64,071	

<p>* MSW Minimum ** Senior Child Welfare Worker & Child Welfare Worker Floater Range</p>
--

Casual Residential and Day Treatment:
Without Child & Youth Worker Diploma: 27,518
With Child & Youth Worker Diploma: 33,363

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 15.01, 15.05 or 15.07** exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under **Article 42.02** and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

SCHEDULE "D" - SALARY SCHEDULE AS OF JANUARY 2004

12	48,086	50,946*	52,738	55,032	57,426	59,929	62,488
12**	50,946	52,738	55,032	57,426	59,929	62,488	64,692

• MSW Minimum
** MSW Senior Child Welfare Worker & Child Welfare Worker
Floater Range

SCHEDULE "D" - SALARY SCHEDULE AS OF APRIL 2004

AS A RESULT OF 2% NEGOTIATED INCREASE

Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
01								
02	26,027	27,070	28,153	29,279	30,354			
03								
05								
06	30,341	31,555						
07	34,894	36,187						
08	38,787	40,163						
09	42,961	44,417						
10	45,413	46,968						
11	47,778	49,438						
12	49,048	51,965*	53,793	56,133	58,575	61,128	63,738	
12**	51,965	53,793	56,133	58,575	61,128	63,738	65,986	

<p>* MSW Minimum ** Senior Child Welfare Worker & Child Welfare Worker Floater Range</p>

Casual Residential and Day Treatment:
 Without Child & Youth Worker Diploma: **28,080**
 With Child & Youth Worker Diploma: **34,029**

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 15.01, 15.05 or 15.07 exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower step of their salary range under Article 42.11 and whose salary is below the new maximum will receive that amount of an increment on their anniversary date that the frozen salary is the new maximum. It will remain frozen until the new maximum equals or exceeds their salary.

SCHEDULE "D" - SALARY SCHEDULE AS OF OCTOBER 2004

AS A RESULT OF 1.75% NEGOTIATED INCREASE

<u>Level</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
01								
02	26,483	27,544	28,646	29,791	30,885			
03								
05								
06	30,872	32,107	33,391					
07	35,505	36,820	38,186					
08	39,465	40,865	42,325					
09	43,713	45,194	46,728					
10	46,208	47,790	49,427					
11	48,614	50,304	51,992					
12	49,906	52,874*	54,734	57,115	59,600	62,197	64,853	
12**	52,874	54,734	57,115	59,600	62,197	64,853	67,141	

* MSW Minimum ** Senior Child Welfare Worker & Child Welfare Worker Floater Range

Casual Residential and Day Treatment:

Without Child & Youth Worker Diploma: 28,579

With Child & Youth Worker Diploma: 34,632

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 15.01, 15.05 or 15.07 exceeds three (3) calendar months, the Society may adjust the employee's anniversary date for the purpose of increment (whether or not the employee was hired prior to January 1, 1969) by advancing the employee's anniversary date for the purpose of increment by that period that such leave exceeds three (3) calendar months.

Employees moving to a lower level under Article 42.02 and whose salary is below the new maximum will receive that portion of an increment on their anniversary date that takes their salary to the next step of their lower salary range. Where their salary is above the new maximum, it will remain frozen until the new maximum equals or exceeds the frozen salary.

SCHEDULE "E"

1. CASUAL EMPLOYEES SHALL BE COVERED BY THE FOLLOWING ARTICLES OF THE COLLECTIVE AGREEMENT AS SET OUT BELOW:

Article I	Purpose
Article II	Recognition
Article III	Relationship
Article V	No Strike and No Lockout
Article VI	Management Function
Article VII	Representation
Article VIII	Grievance Procedure
Article IX	Arbitration
Article XIII	Union Security
Article XIV	Discharge and Discipline
Article XVI	Job Posting
Article XVII	Qualifications
Article XXIX	Employer Health Tax
Article XXXIV	Bulletin Boards
Article XXXV	T4 Slips
Article XXXVI	Employee Protection
Article XXXVII	Access to Personnel Files
Article XL	Health and Safety
Article XLIV	Copies of the Collective Agreement
Article XLV	Duration

Letter of Understanding • Camp Programs
 Conditions of Employment Applicable to Staff Participating in Camp Programs
 Letter of Understanding • Employee Assistance Programme
 Letter of Understanding • Employee Health And Safety Complaint Resolution Procedure
 Letter of Understanding - Regarding Bill 76
 Letter of Understanding and Authorization -Terms of Union President's Leave
 Letter of Understanding -Acting Pay
 Letter of Understanding • Modified Return to Work
 Letter of Understanding • Notification of Policy Changes
 Letter of Understanding • Re: Article 16.04
 Appendix "A"
 Appendix "B"
 Schedule "D"

2. HOURS OF WORK

- (a) A casual employee means any employee who is engaged to work irregular intervals on an as needed basis and is generally scheduled twenty-four (24) or less hours per week. Casual employees have the option of accepting or declining work assignments at the time the work assignments are offered.
- (b) Casual employees (other than residential and where specified) are entitled to a one (1) hour lunch period and a fifteen (15) minute rest period in each completed half shift. Consistent with providing required services, **Residential/Day Treatment** casual employees will be granted a fifteen (15) minute rest break both in the first and the second half of a normal eight (8) hour shift. For those **Residential/Day Treatment** casual workers working less than a normal eight (8) hour shift, a fifteen (15) minute rest break will be provided for each four (4) hours of work.
- (c) Where continuity in staffing is required, as reasonably determined by the Employer, to cover absences of full-time staff, which will not or are not expected to exceed ninety (90) calendar days and absences due to vacation, short term illness, or other absences as agreed to by the parties, a casual employee may be offered, by program seniority, a block of shifts, up to forty (40) hours per week.
- (d) In the event of an "emergency" or unexpected shift, casual employees may work up to thirty-two (32) hours per week. However, this shall not constitute a guarantee of hours of work per day nor days of work per week.
- (e) Casual employees will submit to the program supervisor or designate, a list of their availability for work for a six (6) week period at least one week prior to the posting of a six (6) week work schedule. The Society and the Union agree that service needs to clients and the safety and security of both clients and employees are foremost in the offering of available work to casual staff. The Society will endeavour to offer available **non-emergency/planned** work on an equitable basis considering program assignment, availability, skill and ability of casual employees. Work assignments will be confirmed with the casual employee by the program supervisor or designate. Casual employees who do not submit an availability list to the program supervisor or designate will be assumed not available for work within the six (6) week schedule and may not be contacted for any work assignments.

- (9) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime and other premium payments.
- (g) For the purpose of calculating overtime payment 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.

3. SENIORITY

- (a) Casual employees will accrue seniority based on actual hours worked. It is agreed and understood that:
 - i) one (1) year's seniority for each two thousand and eighty (2080) actual hours worked in the bargaining unit equals one (1) year full-time seniority, in the case of a casual employee whose equivalent full-time position's normal weekly hours of work would otherwise be forty (40) hours; or
 - ii) one (1) year's seniority for each eighteen hundred and twenty (1820) hours worked in the bargaining unit equals one (1) year full-time seniority, in the case of a casual employee whose equivalent full-time position's normal weekly hours of work would otherwise be thirty-five (35) hours.

Clarity Note: Casual employees employed as of June 15, 2001 will have their seniority credited based on the actual total number of hours worked since date of hire.

- (b) A casual employee shall lose all seniority and shall be deemed to have terminated under the following conditions:
 - i) A casual employee submits a written resignation and does not rescind in writing such resignation within five (5) working days.
 - ii) A casual employee resigns verbally and the Society confirms the resignation by registered mail at the employee's last known address.
 - iii) A casual employee is discharged and not reinstated under the terms of this Agreement.
 - iv) A casual employee has not submitted an availability list to the program supervisor or designate for a period of eighty-four (84) days for reasons other than illness, injury or approved leave of absence.

- v) A casual employee has not been available to work any offered shifts in an eighty-four (84) day period for reasons other than illness, injury or approved leave of absence.
 - vi) A casual employee who fails to report for three (3) previously committed shifts within a calendar year 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.
- (c) 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.
 - (d) The Society shall maintain a seniority list for casual employees showing the employee's name, date of hire, and accrued seniority. The list shall show the employee's name, the total number of hours worked, seniority group and current classification. This list shall be revised monthly with copies to the Union. At the same time, a list shall be posted quarterly on bulletin boards throughout the Society's premises. Once posted, employees who question their seniority have a thirty (30) day period in which to make application to the Human Resources Department to have their seniority reviewed and corrected if it is determined that the posted seniority is incorrect. The Society shall also provide the Union with a seniority list identifying employees by geographical location.
 - (e) Casual employees will fall under the seniority group of "Casual Employees".

4. PROBATIONARY PERIOD

- (a) Casual employees (excluding casual Child Welfare Workers) shall be on probation for a period of four hundred and fifty-five (455) paid hours of continuous employment. Casual Child Welfare Workers shall be on probation for a period of nine hundred and ten (910) paid hours of continuous employment.
- (b) The Society may, upon the written agreement of the Union, which shall not be unreasonably withheld, extend the probationary period of any casual employee for a further four hundred and fifty-five (455) paid hours of continuous employment. The employee and the Union will be notified of any such request, and the basis for it, in writing, at least two (2) weeks preceding the expiration of the first four hundred

and fifty-five (455) or nine hundred and ten (910) paid hours of continuous employment, 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.

- (c) 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.

5. JOB POSTINGS

- (a) It is agreed and understood that casual employees will be considered as internal applicants only after successful completion of the probationary period.
- (b) For purposes of job **postings**, seniority for casual employees shall be determined on the basis of the most recent seniority list (updated monthly) as of the date of the job posting.

6. TRANSFERS

- (a) **Residential/Day** Treatment casual employees who wish to change their primary work location to another **Residential/Day** Treatment Program location may request such transfer with their program supervisor. Transfers will be considered by the **Residential/Day** Treatment Program supervisors. Such requests will not be unreasonably denied.
- (b) The Society agrees that it will not transfer an employee to a position outside of the bargaining unit without the employee's consent.

Non-bargaining unit employees may apply through the job posting procedure for a vacant position in the bargaining unit, pursuant to Article XVI of this Agreement. Their applications will be considered as external to the bargaining unit.

It is understood that employees who move to positions outside of the bargaining unit will not accumulate seniority while so employed. Seniority previously accumulated while in the bargaining unit will be reinstated for those employees returning to the bargaining unit from temporary employment external to the bargaining unit provided there is no broken service with the Society. Seniority previously accumulated while in the bargaining unit will not be reinstated for those employees returning to the bargaining unit from permanent

employment external to the bargaining unit. In such case, seniority will begin to accrue from zero effective the employee's return date to the bargaining unit.

7. PAYMENT CONSIDERATIONS

- (a) Casual **Residential/Day** Treatment employees will be paid a minimum of four (4) hours' pay at straight time for coverage during a program team meeting.
- (b) Casual employees who have been given less than twenty-four (24) hours notice of a cancellation of a work assignment will be paid a one-time payment of four (4) hours at straight time regardless of the number of shifts cancelled for that particular work assignment.
- (c) Casual **Residential/Day** Treatment employees will receive a shift differential as negotiated in the monetary package for the full-time and part-time staff.
- (d) Casual employees shall be paid vacation pay in an amount equivalent to four percent (4%) of their gross earnings on a bi-weekly basis.
- (e) Casual employees who work on one of the following days will be paid at two (2) times their regular hourly rate: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day.
- (f) Casual employees subpoenaed as a Crown witness shall receive their regular rate for all hours spent in attendance at Court providing the employee furnishes the Society with a Certificate of Service signed by the Clerk of the Court and pays to the Society any fees received for each day of absence.
- (g) Casual employees required to undertake extensive travel (i.e. repatriating clients or responding to a subpoena resulting from child welfare matters) shall be compensated twelve (12) hours pay for every twenty-four (24) hours of such duties worked at their regular rate of pay. Such compensation will be pro-rated accordingly (i.e. the payment of eighteen (18) hours where such duties require thirty-six (36) hours of work).
- (h) Casual employees will be compensated at their regular rate of pay for mandatory training. It is understood that the Society will determine required mandatory training.

- (i) 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.
- (j) When a shift worker in a Residential or Day Treatment Program is required to continue working **after 12:01 am** or report to work prior to **6:01 am**, 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 unable to provide **his/her** transportation, the Society will either provide transportation or reimburse the employee up to a maximum of twelve dollars (**\$12.00**) upon submission of proof of transportation costs satisfactory to the Society.

8. TRANSPORTATION

- (a) Casual employees shall not be required or allowed to use their own vehicles for Society business.
- (b) 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, up to the lesser of the employee's comprehensive insurance deductible amount or five hundred dollars (**\$500.00**), provided the employee advised **her/his** supervisor within twenty-four (**24**) hours of the incident and the resulting damage, and provided the employee supplied 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.

9. PENSION PLAN

The Society agrees to continue in effect during the term of this agreement the present Ontario Municipal Employees Retirement System (**OMERS**). Casual employees shall be permitted to participate in the pension plan, subject to the terms and conditions of the **OMERS** pension plan.

10. LEAVES OF ABSENCES

- (a) The Society may, at its own discretion, grant leave of absence without pay.
- (b) Pregnancy Leave: A pregnant casual employee is entitled to a leave of absence without pay unless her due date falls fewer than **13** weeks after she commenced employment.

A casual employee may begin her pregnancy leave no earlier than the earlier of,

- i) the day that is 17 weeks before her due date; and
- ii) the day on which she gives birth except where the pregnancy ends with a still-birth or miscarriage.

A casual employee may begin her pregnancy leave no later than the earlier of,

- i) her due date; and
- ii) the day on which she gives birth.

A casual employee wishing to take pregnancy leave shall give the employer,

- i) written notice at least two weeks before the day the leave is to begin; and
- ii) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

A casual employee who has given notice to begin pregnancy leave may begin the leave,

- i) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
- ii) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

If a casual employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, the employee shall, within two weeks after stopping work, give the employer,

- i) written notice of the day the pregnancy leave began or is to begin; and
- ii) if the employer requests it, a certificate from a legally qualified medical practitioner stating, either in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date, or in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

A casual employee's pregnancy leave ends,

- i) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- ii) if she is not entitled to parental leave, on the day that is the later of, either 17 weeks after the pregnancy leave began, or six weeks after the birth, still-birth or miscarriage.

A casual employee may end her leave earlier by giving her employer written notice at least four weeks before the day she wishes to end her leave.

A casual employee who has given notice to end her pregnancy leave may end the leave,

- i) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- ii) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

A casual employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. This does not apply if the employer constructively dismisses the casual employee.

- (c)** Parental leave: A casual employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

A casual employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

A casual employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

A casual employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

A casual employee who has given notice to begin parental leave may begin the leave,

- i) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
- ii) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

If a casual employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

- i) the employee's parental leave begins on the day he or she stops working; and
- ii) the employee must give the employer written notice that he or she is taking parental leave within **two** weeks **after** stopping work.

A casual employee's parental leave ends **35** weeks after it began, if the employee also took pregnancy leave and **37** weeks after it began, **otherwise**.

A casual employee may end his or her parental leave earlier by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

A casual employee who has given notice to end his or her parental leave may end the leave,

- i) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
- ii) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

A casual employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. This does not apply if the employer constructively dismisses the employee.

11. WAGES & BENEFITS

- (a) Casual employees will be paid three percent (3%) of gross earnings added to their pay in lieu of benefits.
- (b) 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.
- (c) 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 11(d) shall apply with the appropriate changes.

- (d) 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.

12. EMPLOYMENT

Nothing in this provision shall be construed to create or alter the employment status (full-time or part-time status) or classification of any casual employee.

13. AMALGAMATION RESTRUCTURING OR RE-ORGANIZATION OF THE AGENCY

The Society agrees to meet with the Union Executive during the term of the agreement for the purpose of discussing any concerns the Union may have with respect to any proposed restructuring, reorganization or full or partial amalgamation of the Society which may have an effect on bargaining unit employees.

This Schedule shall not be amended or deleted unless upon agreement of the parties.

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 8th day of October 2002.


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.

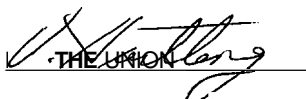
Where the Society decides to establish a camp program for children, it will first meet with affected staff to outline the camp program and staffing requirements. Employees whose services will not be required for the camp program shall be advised of other available work, if any, and/or vacation periods 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 8th day of October 2002.


FOR THE SOCIETY


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 11.08(b)** of the Collective Agreement.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


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 **7.02** 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 **7.02** 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 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING

GUIDELINES RESPECTING THE ADMINISTRATION OF ARTICLE 21.10

The Society and the Union recognize that workload is a serious concern. Further, the Society and the Union recognize the benefit and necessity of employees taking their planned vacations to ensure their health and wellbeing.

The Society and the Union agree that the following expectations by **child welfare** and child and youth supervisors of staff departing on vacation leave in excess of one (1) week are reasonable and, in general, reflect those job requirements which ought to be addressed before the start of such leave. Casework expectations shall depend upon the circumstances of each case.

Child Welfare and Non-Residential Child and Youth Work (where appropriate)

1. Completion of termination recordings.
2. Case status summary – supplied to Supervisor or completed with Supervisor just prior to departure, highlighting what needs to be done in worker's absence.
3. Outstanding 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.
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.

Prior to the commencement of any vacation in excess of one (1) week, the supervisor shall discuss with the employee a plan for completing casework requirements and jointly agree upon a reasonable timetable, including what assistance, if any, is needed by the worker to comply. The Supervisor and the worker shall review the agreed upon schedule as required. Where agreement cannot be reached the supervisor and worker will consult with the appropriate Manager.

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, exceptions will be made so that the worker is still able to take their vacation as planned. The worker and the supervisor need to prioritize the work that can be done.

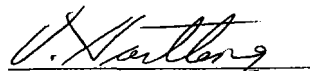
However at minimum, the following must be completed prior to the Commencement of the worker's vacation:

- All case notes up to date;
- A case status summary – supplied to the supervisor or completed with the supervisor just prior to departure, highlighting what needs to be done in worker's absence (i.e. visiting arrangements, possible service response to emergencies).
- Completion of Assessment and Discharge Reports (in cases of Residential Child and Youth Workers).

The Branch Manager or his/her alternate shall be advised of all exceptions made.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING

RE: ARTICLE 12.01


The Society and the Union acknowledge and confirm the requirement under **Article 12.01** 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 12.04** 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 12.03**. 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 8th day of October 2002


FOR THE SOCIETY


FOR THE UNION

LETTER OF INTENT

AMALGAMATION RESTRUCTURING OR RE-ORGANIZATION OF THE AGENCY

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 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 12.04**.

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 8th day of October 2002.


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.
- (b) 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.
- (c) 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.
- (9) 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 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF INTENT
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 8th day of October 2002.


FOR THE SOCIETY


THE UNION

LETTER OF UNDERSTANDING

JOB SECURITY

The Society agrees during the term of this collective agreement that:

- i) **No permanent full-time or permanent part-time** bargaining unit employee covered by the terms of the Collective Agreement, as of date of ratification will be laid off.
- ii) Persons outside of the bargaining unit shall not perform the work of bargaining unit employees if this work results in the layoff, demotion or reduction in hours of any existing bargaining unit employee.
- iii) **No full-time bargaining unit employee shall be laid off by reason of some or all of their duties being assigned to one (1) or more part-time or casual employees.**

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING**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 next highest step on the temporary position's grid, whichever is greater.

Dated at Toronto, Ontario this 8th day of October 2002.

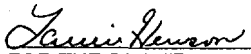

FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING**RE: CHILDCARE/ELDER CARE**

The Society and the Union agree to establish a joint Committee, during the term of this Agreement, to review the 1992 "Workplace Childcare" report and further discuss child care and elder care workplace initiatives that may be mutually agreed upon between the parties.

Dated at Toronto, Ontario this 8th day of October 2002.

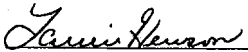

FOR THE SOCIETY



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 8th day of October 2002.


FOR THE SOCIETY


THE UNION

LETTER OF UNDERSTANDING
MODIFIED RETURN TO WORK PROGRAM

The Society and the Union are jointly committed to re-integrating employees who have suffered a permanent full or partial injury or illness, back into the workplace. The Society and the Union will work together to identify work suitable for employees returning to work and requiring accommodation.

The Society and the Union agree that employees who have been off work due to injury, accident or illness, resulting in temporary/permanent impairment or handicap, should be returned to active employment as quickly as possible.

The Society shall notify the Union on a regular basis, of the names of all Bargaining Unit employees off work due to a work related injury (whether or not the employee is in receipt of W.S.I.B. benefits) and those on LTD.

The Society will notify the Union prior to any Bargaining Unit employee returning on a modified return to work program, in order to ensure their involvement in any planning meetings. The purpose of the meetings will be to review employment possibilities for these employees and to identify positions to which they could return as supported by medical documentation.

The Society agrees to supply the Union with a copy of the W.S.I.B. "Employer's Report & Accidental Injury or Industrial Disease" form at the same time as the form is sent to the Board.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

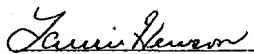
LETTER OF UNDERSTANDING


RE: WORKPLACE SAFETY AND INSURANCE BOARD

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

1. All employees shall be covered by the Workplace Safety and Insurance Act.
2. An employee prevented from performing his/her regular duties on account of a work related injury or illness and who is entitled to full loss of earnings benefits by W.S.I.B. shall receive from the Society the difference between the amount payable by W.S.I.B. and the employee's rate of pay at the date of injury or illness. Pending an initial adjudication of the insurable claim, the Society shall continue to pay the employee full pay and benefits of the Agreement. Should W.S.I.B. decline the claim and the employee appeal W.S.I.B.'s decision, the Society shall continue to pay the employee full pay and benefits of the Agreement providing the Society is in agreement that the illness or injury is work related. Should the Society not support the illness or injury as work related, the employee will be placed on sick leave following W.S.I.B.' initial decline.
3. An employee receiving full loss of earnings benefits or participating in a modified return to work program from W.S.I.B shall accumulate seniority and shall be entitled to all benefits under this Agreement during the first one hundred and five (105) calendar days 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 receiving full loss of earnings benefits or participating in a modified return to work program from W.S.I.B., the Society shall continue to pay its share of all premiums for employee benefits plans, based on one hundred (100%) percent earnings, providing the employee continues to pay their share (if any) of the cost of benefits. Entitlement under this section ceases upon the termination of the employment relationship between employee and the Society.
4. The Society agrees that employees who suffers injury by accident arising out of and in the course of employment (within the meaning of the Workplace Safety and Insurance 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, when medically able to perform the essential duties.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY

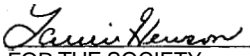

FOR THE UNION

LETTER OF UNDERSTANDING

RE: ALTERNATIVE DISPUTE RESOLUTION PROCESS FOR WORKLOAD

The parties agree to establish, within 90 days of ratification of this Agreement, a joint Union Management committee to explore the feasibility of implementing a mutually agreed upon Workload Alternative Dispute Resolution process.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING**NOTIFICATION OF POLICY CHANGES**

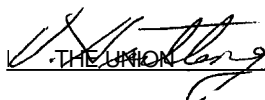
Notwithstanding and without prejudice to any other Article in the Collective Agreement, the Society agrees that it will advise the Union, in writing, a minimum of fourteen (14) days in advance of any changes to policies and procedures contained in the following manual:

X Human Resource Policy and Procedure Manual

Dated at Toronto, Ontario this 8th day of October 2002.



FOR THE SOCIETY



THE UNION

LETTER OF UNDERSTANDING

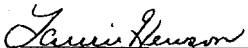
RE: ARTICLE 16.04

With respect to the interpretation of Article **16.04** the term "within the same department" shall mean movement within the same Branch or in the case of centrally administered/locally delivered services/programs it shall mean movement within the same service/program.

The parties understand and appreciate the need to have a balance of experience, qualifications and skills on every team. The Society also acknowledges that it is important to consider staff preferences when determining their work location.

Wherever possible, when the Society initiates staff changes through transfers, appointment shall be made of the affected employee(s) with greatest seniority where there exists high interest in the position(s) in question. Where there exists no interest in the position(s) in question, appointment shall be made of the affected employee(s) with the least seniority, unless it is determined by the Society that doing so compromises team balance or unless service needs dictate otherwise.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING**REDEPLOYMENT COMMITTEE**

The mandate of the Redeployment Committee shall be to:

- identify and propose alternatives to the proposed layoff(s)
- identify vacant positions, or positions which will likely become vacant within a twelve (12) month period which are within the bargaining unit and/or identify bargaining unit work which is currently being contracted out by the Society which could be performed by bargaining unit employees who are or would otherwise be laid off.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING

LAYOFF AND RECALL

TEMPORARY FULL-TIME AND TEMPORARY PART-TIME EMPLOYEES

Notwithstanding the provisions of **Article 12.01**, the Society shall have the right to layoff bargaining unit employees employed on a contract basis.

- (a) Where a layoff is necessary under this Letter of Understanding the Society shall first advise the union prior to providing the Bargaining Unit Employee notice of such layoff in order to hear any concerns the Union may have.
- (b) Notwithstanding, and without prejudice to, the provisions of the **Article 12.05(a)**, these employees shall receive four (4) weeks written notice of layoff and the Union agrees to waive **Articles 12.03, 12.04, 12.05(b), 12.05(c)** and 12.10.
- (c) Notwithstanding **Article 10.07(c)**, such an employee shall retain recall rights equal to the length of his/her seniority plus six (6) months, it being understood that no bargaining unit employee so affected, pursuant to point (a) above shall retain recall rights in excess of eighteen (18) months.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING

RE: MAINTENANCE OF UNION BULLETIN BOARD

In addition to any installation costs as outlined in **Article 7.07**, the Union agrees to pay any costs associated with maintaining the union electronic Bulletin Board, providing the Society submits a detailed itemized bill which indicates the charges in question.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING

WORKING FROM HOME – FULL-TIME EMPLOYEES

Notwithstanding practices currently in place within the Society the parties recognize that "Working from Home" is a concept which may be an alternate work arrangement in appropriate circumstances and may be suited to certain positions and types of work in the Society.


Further, the parties recognize that the impact on worker safety, well being, legal liability and workload needs to be taken into serious consideration when discussing such arrangements.

Further, the terms and conditions under which employees are permitted to work from home must be carefully delineated by the parties prior to the commencement of such an arrangement.

Pursuant to the above, the parties agree to meet during the term of this Agreement to explore the feasibility of instituting "Working from Home" arrangements.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


THE UNION

LETTER OF UNDERSTANDING

INCOME MAINTENANCE

The parties agree to meet during the term of this Agreement to review issues pertaining to bargaining unit members accessing coverage under the current Income Maintenance benefit policy.

Any recommendations arrived at shall be forwarded to a special meeting of Union/Management.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING**REGARDING BILL 76**

Prior to implementing, as a condition of employment with the Society, the requirement for employees to be affiliated with any professional body, or hold and maintain any license (save and except a drivers' license), the Society shall meet with the Union to discuss the implications and methods of addressing the change. Any discussions are to include, but not be limited to, fees, discipline, grandparenting and professional development.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY



FOR THE UNION

LETTER OF UNDERSTANDING
REGARDING EXCHANGE WORKERS

The Society and the Union agree to establish a joint Committee of two (2) Union representatives and two (2) Society representatives, during the term of this Agreement, to explore the feasibility of entering into agreements with other children service agencies for the purposes of exchanging workers. Further should this joint committee determine that such a process is feasible the committee shall develop a process, which enables the Society to enter into agreements with other children service agencies allowing for the exchange of workers, that is mutually agreed upon between the parties.

Dated at Toronto, Ontario this 8th day of October 2002.

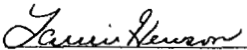

FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING
INTERNATIONAL RECRUITMENT

The Union agrees during the term of this Agreement that where the Society is making application to any Government Agency allowing for the recruitment and employment of foreign workers and the Society seeks the Union's support for such application(s), the Union agrees to co-operate reasonably in giving its support.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


THE UNION


LETTER OF UNDERSTANDING

STUDENT FUNDING

The Union agrees during the term of this Agreement that where the Society is making application to any funding organization for additional monies in support of student employment initiatives and the Society seeks the Union's support for such **application(s)**, the Union agrees to co-operate reasonably in giving its support.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING
WORKLOAD -WORKLOAD MANAGEMENT

The Society undertakes to:

1. Consider the safety, health and well-being of its employees when assigning work;
2. Provide, regular, ongoing supervision as required;
3. Ensure that there is no unreasonable workload imposed on an employee;
4. Ensure that employees vacating any positions are provided reasonable opportunity to complete documentation requirements prior to their last day of work.

The Society and the Union acknowledge **that** workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload. The Society acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review.

The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. This may include, but will **not** be limited to assigning cases based on equitable distribution of workload, the needs of the Society, individual skill level and experience, current workload and anticipated workload fluctuations.

The following are some of the factors that shall be taken into account when assigning cases:

1. individual and team workload
2. number of cases before the court
3. number of high risk cases
4. status of individual recording
5. number of supervised visits
6. amount of required driving
7. team coverage issues beyond the norm
8. linguistic skills
9. committee work
10. introduction of new technology and systems
11. worker's attendance at training

The Society will ensure that employees know what is expected of them by providing ongoing performance feedback and identifying development objectives through regular supervision.

In order to meet the service needs and legislative requirements, employees shall make every reasonable effort to keep their case related documentation up to date at all times, within the timeframes specified within the Child and Family Services Act,

regulations and Ministry standards.

The Society and the Union recognize their shared commitment for the delivery of quality service to children youth and families. Further, it is the mutual responsibility of the employee and the supervisor to ensure compliance with Ministry Standards with respect to case documentation. Without limiting the generality of the forgoing, the **supervisor** shall provide an opportunity for the worker to complete case documentation in those cases where the demands and the requirements of other aspects of the employee's job would impede the employee's ability to complete the case documentation in a timely manner as prescribed.

The Society further agrees that individual teams of Family Service, Children's Service, and/or Intake workers (which includes the supervisors) can determine how to most effectively manage coverage for one another when team members use an approved protected case documentation day per month. Such documentation day shall be **pre-scheduled** on a monthly basis and shall be subject to supervisory approval and service needs. Should **attendance** to service needs result in the cancellation of the protected documentation day, an alternate will be scheduled.

The Society and the Union agree to review workload issues by each of the following means:

1. **Union/Management meetings** - Discussions of workload issues will be a standing agenda item at each **Union/Management** meeting.
2. **Joint Workload Committee** -

In recognition of the fact that workload is a serious concern of both the Society and the Union and because there are a number of factors that will continue to impact on the overall workload of the organization the Society and the Union agree to form a Joint Workload Committee comprised of equal membership. The purpose of the Joint Workload Committee will be to review the impact of factors (i.e. Funding Formula, Child Welfare Protection Training, Society standards, policies and procedures, legislative changes, etc.) on workload and make recommendations to the Executive Director. The Executive Director will make a sincere commitment to review and implement the recommendations of the Joint Workload Committee. Should the recommendations made to the Executive Director not be implemented, the Executive Director will refer the matter(s) back to the Joint Workload Committee with a rationale for his decision within one (1) calendar month. The Workload Committee shall revisit the issues that led to the recommendation.

Time spent in attendance at Joint Workload Committee meetings or attending to the work of the Committee as assigned by both co-chairs, shall be considered time worked.

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a grievance arbitration.

Dated at Toronto, Ontario this 8th day of October 2002.


FOR THE SOCIETY


THE UNION

LETTER OF INTENTTARGET CASELOAD RANGE

It is the goal of the Society to keep the caseload range within target levels as follows:

- Intake - **8 to 10** new investigations per month
- Family Service - **14 to 16**
- Children's Service - **16 to 18**
- Long Term Care - **18 to 20**

New hires requiring the New Worker Training Program (Family Service, Children's Service and Long Term Care)

- Initial **3** month period - **3 to 4** cases
- Subsequent **3** month period - **5 to 12** cases

New hires requiring the New Worker Training Program (Intake)

- Initial **3** month period - **2 to 3** new investigations per month
- Subsequent **3** month period - **4 to 5** new investigations per month


Caseload numbers for part time workers and those in a job share will be pro-rated accordingly.

Note: Where a worker has a mixed caseload covering more than one area of service, the caseload number for that worker shall be adjusted, based on an average percentage weighting of the caseload numbers in those service areas in which the worker is involved.

This Letter of Intent does not form part of the Collective Agreement and shall not be the subject matter of a grievance or arbitration.

Dated at Toronto, Ontario this **8th** day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING

WORKLOAD - CASELOAD CAP OF INDIVIDUAL WORKERS

The Society will ensure that an individual worker's caseload will not exceed any of the following levels:

- Intake- **15** new investigations per month
- Family Service - **22**
- Children's Service - **24**
- Long Term Care - **25**

The above caseloads do not include cases slated for closing or transfer beyond thirty (**30**) days **after** having been identified as such by the supervisor.

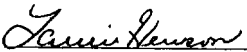
The timeframe for implementation of the **Workload Caps** will be six (6) months from the date of ratification of this Collective Agreement.

Effective July **1, 2004** the Society will ensure that an individual worker's caseload will not exceed any of the following levels at any time:

- Intake -**15** new investigations per month
- Family Service - **21**
- Children's Service - **23**
- Long Term Care - **24**

The above caseloads do not include cases slated for closing or transfer beyond **thirty (30)** days after having been identified as such by the supervisor.

Dated at Toronto, Ontario this **8th** day of October 2002.


FOR THE SOCIETY


FOR THE UNION

LETTER OF UNDERSTANDING
JOINT PROGRAMS OR SERVICES

Between:

CHILDREN'S AID SOCIETY OF TORONTO
(Hereinafter referred to as "CAST")

- and -

CUPE Local 2316
(Hereinafter referred to as the "Union")

WHEREAS CAST and the Union are desirous of effecting an arrangement whereby the () continues to be staffed by members selected from the respective bargaining units of the CAST and the Catholic Children's Aid Society of Toronto while at the same time giving necessary recognition to the terms and conditions of the Collective Agreement between the Catholic Children's Aid Society of Toronto and CUPE Local 2190.

NOW WITNESSETH the following agreement:

1. That this Agreement shall remain in effect for two (2) years from the date of signing of this Agreement or the term of the Collective Agreement between CAST and the Union or, the term of the Collective Agreement between Catholic Children's Aid Society of Toronto and CUPE Local 2190, whichever of the three (3) is the longer.
2. That each such position at () shall be designated as a position of the CAST or a position of the Catholic Children's Aid Society of Toronto as established hereinafter and designated in Schedule 1 annexed to this Letter of Understanding.
3. For the purposes of filling vacancies at (), the following procedures shall apply:
 - (a) Where a vacancy occurs with respect to a position that is designated as a CAST position, said vacancy shall be posted in accordance with the provisions of the Collective Agreement between the CAST and the Union and shall be identified as a CAST designated position. Said vacancy shall be simultaneously posted at the Catholic Children's Aid Society of Toronto.
 - (b) Employees from the CAST shall be entitled to apply for any such posted position. The Union hereby also recognizes the right of persons employed by the Catholic Children's Aid Society of Toronto who are members of the bargaining unit pursuant to a

Collective Agreement between Catholic Children's Aid Society of Toronto and CUPE Local 2190 to apply for any such posted position.

- (c) In selecting a suitable applicant consideration shall be given first to any applicant from the CAST.
- (d) If there is no applicant from the CAST or it is determined that there are no suitable applicants from the CAST, applicants from the Catholic Children's Aid Society of Toronto shall be given consideration prior to other external candidates.
- (e) Selection of all said applicants shall be effected in accordance with the provisions and criteria of the Collective Agreement between the CAST and the Union.

4. Where a vacancy occurs at () with respect to a position designated in accordance with Schedule 1 as a position at Catholic Children's Aid Society of Toronto and said vacancy is posted and identified as a designated Catholic Children's Aid Society of Toronto position, the Union hereby recognizes that the posted vacancy is one that employees of the CAST are entitled to apply for as a preferred external applicant.
5. The scheduling of hours of work shall be established in accordance with the provisions of the Collective Agreement and the services needs of () in order to ensure that there is adequate service provided to the clients. Where a conflict arises in regard to the foregoing, the terms of the collective agreement shall prevail.
6. The CAST and the Union agree that all other terms and conditions of the Collective Agreement between CAST and the Union shall apply to all CAST employees working at () for the duration of said employment at (). It is further understood and agreed that paragraphs 3 and 4 modify the applicable provisions in the Collective Agreement with respect to job postings. This is on a without prejudice basis for the purpose of the operation of this agreement only.

DATED at Toronto this _____ day of _____, 2002.

FOR CAST

FOR THE UNION

FOR CAST

FOR THE UNION

INDEX

	Articles	Page
Agency Policy and Procedure	6.01 (c)	7
Anniversary Date	Schedule "D"	71
Appendix " A		65
Appendix "B"		66
Arbitration	Article 9	14
Authorized Absence Days	15.04	34
Automobiles	(see Transportation)	43
Bargaining Unit	2.01	5
Benefits		
- contract staff	22.02 (b)	48
- dental	24.01	53
- early retirees	32.01	55
- employee assistance programme	Letter	105
- employer health tax	29.01	54
- layoff	11.10	22
- life insurance	28.01	54
- LTD (income maintenance program)	30.01	54
- major medical	25.01	53
- pension plan	27.01	54
- vision care	26.01	54
Bereavement	15.04/21.11	34/48
Board Committees		
- Union Representation	Letter	91
Breaks	11.06	21
Bulletin Boards	Article 34	57
- job postings	16.01	40
- union notices	31.01	57
Casual Employees	4.01 (f)/Schedule " E	6/80
CFSA	1.01	5
Child Care/Elder Care	Letter	104
Christmas/New Year's	33.01/06	56
Classifications		
- seniority groups	10.06	17
- by seniority groups	Schedule "A"	68
Coffee Breaks	11.06	21
Collective Agreement		
- amendments	1.02	5
- duration	45.01	64
- purpose	Article 1	5
College	Letter re Bill 76	116
Compensatory Time	(see Overtime)	
Contract Staff	Article 22	48
Copies of Agreement	Article 44	64
Co-teaming	40.04	61
Definitions	Article 4	6
Dental Plan	Article 24	53
Discharge & Discipline	Article 14	29
- causes for termination	10.07	18
- grievance	14.01/.03	29
- letters of discipline	37.03	59
- management functions	6.01	7

Discharge & Discipline continued		
- probationary staff	8.08/10.05/14.01/Sch"E"	14/17/29/80
- right to union representation	14.02	29
- suspension	14.02	29
- union waiver	Appendix " A	65
Displacement Rights	12.04/41.01	26/61
Duration	Article 45	64
Educational Leave	15.05	35
Employee Protection (Legal Liability)	Article 36	57
- criminal charges	36.02 (a)	57
- civil courts	36.02 (b)	57
- disciplinary body	36.02 (c)	57
- police investigation	36.02 (d)	58
Employer Health Tax	29.01	54
Evaluations	37.01	59
Excluded Staff		
- definition	2.01	5
- seniority	10.09	19
Freedom From Discrimination	3.04	6
Gender Neutrality	3.03	6
Grievance Procedure	Article 8	12
- committee	7.04	10
- discharge	14.01/.03	29
- group grievances	8.04	14
- policy grievances	8.03	14
- probation	8.08	14
- retroactivity	8.07	14
- time limits	8.01/.02/.03/.04/.05/.06/.07	12/13/14
Health and Safety	Article 40	59
- central health and safety committee	40.01 (b/d/g)	59
- Co-teaming	40.04	61
- complaint resolution procedure	Letter	99
- local committees	40.01 (c/e/g)	60
- paid time	40.01 (h)	60
- transportation to hospital	40.03	61
Hours of Work	Article 11	19
- camps	Letter	92
- consecutive days off	11.03	20
- meal periods/breaks	11.06	20
- seniority group 35 hours	Schedule "B"	70
- seniority group 40 hours	Schedule "C"	70
- shift differential	11.07	21
- residence meetings	11.17	24
- training	17.04	43
- weekends off	11.03	20
Increments	Schedule "D"	71
Interoffice Communications Systems	7.07	11
Income Maintenance Program (LTD)	Article 30	54
Income Tax (T4 Slips)	35.01	57
Job Postings	Article 16/Schedule "E"	40/84
- casuals	Schedule " E	84
- during educational leaves	15.05 (d) & (e)	35
- excluded applications	10.09/16.08	19/41
- during temporary vacancies	16.03	41
- length of posting	16.02	41
- seniority	16.05	41

Job Postings continued		
- transfers	16.04	41
Job Sharing	Article 23	51
Joint Union/Management meetings	7.04 (c)	10
Layoff and Recall	Article 12	25
- redeployment committee	12.03/Letter	25/111
- job security	12.04/Letter	26/102
- notice	12.05	26
- benefits	12.10	27
- temporary staff	Letter	112
Leave of Absence	Article 15	30
- adoption/parental	15.02 (b)	30
- authorized absence	15.04	34
- benefits	15.02 (a)/15.06/15.07,5	30/36/38
- educational leave	15.05	35
- employee protection	38.02	58
- guardianship/custody	15.02 (e)	33
- jury and witness duty	15.03	34
- paid birth/parental/adoption (Full-time)	15.02 (d) i)	32
- paid birth/parental adoption (Part-time)	15.02 (d) ii)	32
- paid pregnancy/adoption/parental	15.02 (c)	32
- personal leave	15.01	30
- pregnancy	15.02 (a)	30
- prepaid leave plan	15.07	36
- termination	10.07 (e)	19
Legal Liability (Employee Protection)	36.01	57
Letters of Discipline	37.03	59
Letters of Understanding		
- Acting Pay		103
- Alternative Dispute Resolution Process for Workload		108
- Amalgamation Restructuring or Re-Organization of the Agency		98
- Article 12.01		97
- Article 16.04		110
- Article 21.10-Guidelines Respecting the Administration		95
- Bill 76		116
- Camp Programs-Conditions of Employment to Participating Staff		92
- Caseload Cap of Individual Workers		124
- Child Care/Elder Care		104
- Employee Assistance Programme		105
- Employee Health and Safety Complaint Resolution Procedure		99
- Exchange Workers		117
- Income Maintenance		115
- International Recruitment		118
- Job Security		102
- Joint Programs or Services		125
- Layoff and Recall-Temporary Employees		112
- Maintenance of Union Bulletin Board		113
- Modified Return to Work Program		106
- Notification of Policy Changes		109
- Letter of Intent Optional Benefits		101
- Redeployment Committee		111
- Student Funding		119
- Target Caseload Range		123
- Terms of Union President's Leave		94
- Union Representation on Board Committees		91

Letters of Understandingcontinued		
- Working from Home		114
- Workload – Workload Management		120
- Workplace Safety and Insurance Board		107
Life Insurance	28	54
Lists		
- contract staff	22	48
- job applicants	16.07	42
- new hires/terminations	13.04	28
- seniority	10.08	19
- uniondues	13.04	28
- volunteers	39.02	59
Long Service Bonus	31.01	55
Long Term Disability (Income MaintenanceProgramme)	30.01	54
Major Medical Benefit Plan	Article 25	53
Management Functions	6.01	7
Meal Allowance	11.16	24
Meal Periods/Breaks	10.02/.06	20/21
Medical Certificates	20.01 (h)	46
Meetings		
- on Agency Property	3.02	5
- on Agency Time	3.02	5
- Union/Management	7.04 (c)	10
Modified Return to Work Program	Letter of Understanding	106
Negotiations		
- committee wages	7.04 (d)	10
- No Strike and No Lock out	Article 5	7
OMERS (see Pension Plan)	Article 27	54
On Call		
- full-time	11.04 (a)	20
- part-time	11.04 (b)	21
Out of Pocket Expenses		
- during overtime	11.11	23
Overtime	11.08	22
- calculations	11.08 (a) & (b)	21/22
- definition of work week	11.01/.02/.18(c)	19/24
- extensive travel	11.19	25
- 50 hr. pay out	11.08 (c)	22
- meal allowance	11.16	24
- minimum call in pay	11.13/.14/.17	23/24
- notice of overtime	11.10	22
- on days off/holidays	11.14/.17/.18	23/24
- out of pocket expenses	11.11	23
- personal excuses	11.09	22
- pyramiding of hours	11.09	22
- scheduling of comp. time	11.08 (c)	22
- transportation	11.14	23
Paid Holidays	Article 33	56
- holiday pay	33.03/.05	56
- qualification	33.04	56
- special leave days	33.02	56
- Christmas/New Year's	33.06	56
Parking	19.03	44
Pension Plan	27.01	54
Personnel Files	Article 37	59
-evaluations	37.01	59

Personnel Files continued		
- access	37.02	59
- letters of discipline	37.03	59
Prepaid Leave Plan	15.07	36
President's Leave		
- notification to Society	7.02 (a)	8
Probation		
- casual	Schedule " E	80
- discharge	6.01/8.08/10.05/Article 14/Sch"E"	7/14/17/29/80
- extension	10.03/04	16/17
- full-time employees	10.03	16
- grievances	8.08	14
- layoffs	12.05(a)	26
- vacation	21.07/08	48
Protective Equipment and Clothing	41.01 j	61
Qualifications	Article 17	42
Recognition	Article 2	5
Resignation	10.07 (a)	18
Retiree		
- early retirees	32.01	55
- pension plan	27.01	54
- pre-retirement training	18.03	43
Retroactivity	Article 38	59
Rollover	15.04	30
Schedule "E"		80
- applicable articles		80
- definition of casual	2 (a)	6
- emergency shifts	2 (d)	84
- job postings	5	85
- payment considerations	7	86
- pension plan	9	86
- parental leave	10	86
- personal leave of absence	10	86
- pregnancy leave	10	86
- probationary period	4 (a)/(b)	83
- rest and meal breaks	2 (b)	81
- scheduling of shifts	2 (e)	81
- seniority	3	82
- shifts by program seniority	2 (c)	84
- transfers	6	81
- transportation	8	86
- wages and benefits	11	89
Schedules		
- "A"		68
- "B"		70
- "C"		70
- "D"		71
- "E"		80
Secondments	16.03	41
Seniority	Article 10	15
- affecting layoff/recall	12.01/.02	25
- classifications	Schedule "A"	68
- casual	Schedule " E	80
- contract staff	22.02	48/49
- groups	10.06/Schedule "A"/"E"	17/68/80

Seniority continued		
- lists	10.08/Schedule "E"	18/80
- loss of	10.07/.09	18
- part-time	10.02	17
- probation	10.05	17
Shift Differential	11.07/Schedule "E"	21/80
Sick Leave	Article 20	44
- calculations	20.01	44
- part-time exception	20.01 (g)	46
- medical certificates	20.01 (h)	46
Special Leave Days	33.02	56
Spouse		
- definition	4.01 (a)	6
Strikes and Lockouts	5.01	7
Students	2.01/Letter of Understanding	5/119
Subpoena	11.19	25
Suspensions		
- with/without pay	14.02	29
Taxis	11.14/.15/Schedule "E"	23/80
T4 Slips	35.01	57
Technological Change	Article 41	60
Temporary/Contract Employees (also see Contract Staff)	22	48
Termination		
- contract staff	22	48
- deemed to be	10.07/Schedule "E"	18/80
- vacations	22.02 (b)/22.05 (b)	49/50
- vacation entitlement chart	Table "A"	67
See also Discharge and Discipline		
Training	Article 18	42
- compensation	18.04	43
- educational leave	15.05	35
- "in house"	18.02	42
- outside agency	18.03/.04	43
- pre-retirement	18.03	43
Transfer of employees	10.09/16.04/Sched. "E"	19/4/80
Transportation	Article 19	43
- society policy/procedures	19.01	44
- damage to cars	19.04/Schedule "E"	44/80
- insurance coverage and allowance	19.02	43
- kilometre allowance	19.02	43
- maintenance of society vehicles	19.01	43
- overtime/holidays	11.14	23
- probationary staff	19.05	44
- parking	19.03	44
- shift work (12:01 a.m. & 6:01 a.m.)	11.15	24
- to physician or hospital	40.03	61
Union Dues		
- amount	13.02	28
- month effective	13.04	28
Union Information Package	13.05	29
Union Leaves		
- full time temporary	7.02 (b)	9
- payment authorization form	Appendix "B"	66
- president's	7.02 (a)/Letter of Understanding	9/94
- reimbursement of wages	7.04	9

Union Leaves continued		
- for union business	7.04 (b)	9
- vice president	7.02 (c)	8
Union Notices	34.01	57
Union Orientation	13.06	29
Union Representation	Article 7	8
Union Security	Article 13	28
Vacations	Article 21/Table "A"	46/67
- carryover	21.09	47
- casework expectations	21.10/Letter	48/95
- contract staff	21.03	47
- entitlement	21.01/.02/.04	46
- on termination	21.08	47
- paid holidays	33.01	56
- probation	21.07	47
- scheduling	21.06/.07	47
- temporary/casuals	21.03/Schedule "E"	46/69
Vision Care	Article 26	54
Volunteers	Article 39	59
Wages and Classifications	Article 42/Schedule "D"	62/91
- acting pay	Letter	92
- camps	Letter	94
- casuals	Schedule "E"	80
- contract staff	22.02 (c)	49
- classification review	42.03	62
- increments	Schedule "D"	91
- relevant degrees after Jan. 2003	42.06	64
- subpoena	11.19	25
- training	18.02/18.04	42
- travel	11.19	25
Workplace Safety and Insurance Board	Letter	107
- modified return to work program	Letter	106
Workload	Article 43	64
- case caps	Letter	124
- caseranges	Letter	123
- workload management	Letter	120

OMERS Pension

*A handbook for members with a normal retirement
age of 65*

Important!

While we have tried to give you an accurate summary of **OMERS** plan information in this handbook, if there is any disagreement between this text and the **OMERS Act** and **Regulation** and/or any other laws governing the **OMERS** plan, the **OMERS Act** and **Regulation** and any other governing laws will rule.

Pension Plan Registration
Number: **0345983**

Printed May 2002

Disponible en français

Printed in **Ontario** on recycled paper.

The Ontario Municipal Employees Retirement System (OMERS) was established in **1962** by the Ontario Government as a multi-employer pension plan for employees of municipalities, local boards, and school boards in Ontario.

Jointly managed by a Board appointed by the Ontario Government, OMERS is operated by and for municipal employees. Nine members of the Board are employees of participating employers, two are elected or appointed officials of municipalities or local boards, one is a pensioner, and one is a provincial official.

OMERS is a defined benefit pension plan financed by equal contributions from participating employers and employees, and by the investment earnings of the OMERS Fund. The OMERS plan provides a lifetime pension, protected against inflation. The pension includes portability options, as well as survivor and disability benefits.

Your OMERS pension is only one part of your retirement income. Together, your OMERS pension benefits, pensions from the Canada Pension Plan, Old Age Security and other sources, and your personal savings should provide you with a secure retirement.

This booklet provides you with a summary of the main benefits of the OMERS pension plan. Please read it carefully and keep it with your personal records for future reference.

Information

For further information about the OMERS plan, please contact your employer, or Client Services at:

OMERS

One University Avenue, Suite 000

Toronto, Ontario M5J 2P1

Tel: **416-369-2444**, toll-free: 1 800-387-0813

Fax: **416-369-9704**

E-mail: client@omers.com

Web: www.omers.com

RECEIVED
JUN 25 2004

136

Plan benefits

Here are the key features of your OMERS pension plan.

Normal retirement pension – a monthly pension payable for life from your normal retirement age. Your normal retirement pension is calculated using your years of OMERS credited service and the average of your highest 60 consecutive months of earnings.

The normal retirement age is 65 years for most OMERS members. Classes or groups of police officers (and cadets) and firefighters may have a normal retirement age of 60 years.

Guaranteed inflation protection – pensions are indexed to 100% of the increase in the Consumer Price Index (CPI). The maximum guaranteed annual increase is 6%. If the increase in the CPI is greater than 6%, the excess is carried forward for use in the following year(s).

Early retirement pension – normally, an unreduced or reduced pension, payable for life, is available up to 10 years before your normal retirement age. Until December 31, 2003, members must be within 15 years of normal retirement age to retire early.

Survivor benefits – survivor benefits are payable to your eligible spouse and/or eligible children in the event of your death.

Disability benefits – a waiver of contribution or a disability pension is provided for members who meet the OMERS definition of “totally and permanently disabled.”

Portability options – a deferred pension, transfer of pension, and other options may be available to members on termination of employment.

An employer may also provide supplementary benefits for all or certain classes of employees (see page 38).

PART 1 -- Membership in OMERS

When do I join OMERS?	1
Continuous full-time employees	1
Other-than-continuousfull-time employees (part-time, seasonal, etc.)	1
Municipal councillors and heads of council	2

PART 2 – Plan Contributions

Contributions to resume in 2003!	3
Who pays for my benefits?	3
Contributions	3

PART 3 – Credited Service

What is credited service?	6
Other-than-continuousfull-time members (part-time, seasonal, etc.)	6
Leave periods	7
Buy-backs	9

PART 4 – Normal Retirement Pension

What is my normal retirement age?	10
What is my normal retirement date?	10
Payment of pensions	10
What will my normal retirement pension be?	11
How do I calculate my normal retirement pension?	13

PART 5 – Inflation Protection

Will my pension be indexed?	17
Indexing formula	17
Other indexed benefits	17

PART 6 – Early Retirement	
May I retire before age 65?	18
Unreduced early retirement pension	18
Reduced early retirement pension	22
PART 7 – Disability Benefits	
What if I become disabled?	24
Disability elimination period	24
Disability waiver benefit	24
Disability pension	25
PART 8 – Portability Options	
What if I leave my employment?	27
Terms	27
Options if my employment ends	28
PART 9 – Survivor Benefits	
Who's eligible for a survivor's benefit?	31
What if I die BEFORE my pension begins?	32
What if I die AFTER my pension begins?	34
PART 10 – Guarantees	
The 50% Rule	37
The pre-1987 minimum benefit guarantee	37
PART 11 – Supplementary Benefits	
Type 1 supplementary benefit	38
Type 2 supplementary benefit	38
Type 3 supplementary benefit	38

PART 12 – Additional Pension Offset	39
PART 13 – OMERS and Income Tax	
Contributions to OMERS	40
Contributions to a Registered Retirement Savings Plan (RRSP)	40
What affects my RRSP room?	40
PART 14 – Further Information	
Assignment (Who has legal access to my pension?)	43
Canada Pension Plan (CPP) and Old Age Security (OAS)	43
Working while on pension	43
Surplus/deficit	44
How to apply for a benefit from OMERS	44
Published information	44
OMERS on-line!	45
More information	45

When do I join OMERS?

- Continuous full-time employees must join when hired by a participating Ontario local government employer, or associated employer.
- Other-than-continuous full-time employees (part-time, seasonal, etc.) may be required by the employer to join, or may choose to join when eligible.
- Municipal councillors and heads of council may join under certain conditions.

Continuous full-time employees

If you are a continuous full-time employee of a participating OMERS employer, you must join OMERS on the date you are hired or on the date you become continuous full-time. You remain a member even if your status changes to other-than-continuous full-time.

Other-than-continuous full-time employees (part-time, seasonal, etc.)

Other-than-continuous full-time (OTCFT) employees are those who work less than full-time hours, less than a full work week, or less than a full year – for example, part-time, 10-month, or seasonal workers.

Compulsory membership

Your employer may require that your class or group of other-than-continuous full-time employees joins OMERS as a condition of employment. In this case you must join OMERS on the date you are hired.

Voluntary membership

If you are not required to join the OMERS plan by your employer, you may choose to join OMERS in any year if, during each of the **two immediately preceding calendar years**, you were with any OMERS participating employer and:

- worked at least 700 hours; or
- earned at least 35% of the Year's Maximum Pensionable Earnings (YMPE), as defined under the Canada Pension Plan (the 2002 YMPE is \$39,100).

If you decide to join OMERS, you begin to earn credited service on the date you become a member.

Once you join OMERS you remain a member (as long as you are with an OMERS employer) even if your work hours or income fall below the membership requirements listed above, or if you change status from full-time to OTCFT.

Municipal councillors and heads of council

Municipal councillors and heads of council may join OMERS under the same terms **as** employees, subject to the following:

- A council must vote for the whole council or just the head of the council to join OMERS.
- If a councillor serves currently on two councils, each council is treated separately for purposes of OMERS membership.

Council members at the effective date of council participation may elect not to join OMERS. **All** new, future members of council will have to join if the council has elected to participate. For more information, please contact OMERS Client Services.

School trustees are **not** eligible to join OMERS.

Plan Contributions

Contributions to resume in 2003!

The full contribution holiday for members and employers will end **December 31, 2002.**

When you begin making contributions with the **first full pay period in 2003**, it will be at reduced rates. We are proposing to raise the rates gradually over three years until, by 2005, they will be at their full amount (see table, below).

Contribution rates

	2003	2004 (proposed)	2005 (proposed)
On earnings up to the YMPE*	2.10%	4.20%	6.30%
On any earnings over the YMPE	2.60%	5.20%	7.80%

*Year's Maximum Pensionable Earnings

The OMERS Board's policy is to set contribution rates every three years, after our plan valuation, to ensure the plan remains fully funded. The proposed 2005 rates are slightly higher than our normal full rates, as allowed under the *OMERS Regulation*, and would require a regulation change to take effect.

Who pays for my benefits?

- Normally, you and your employer contribute equally to your basic OMERS pension, each paying the same percentage of your contributory earnings.
- The balance of the cost of your inflation-protected pension is paid by the investment earnings of the OMERS Fund.

Examples for 2003

Here are some samples of earnings and what the corresponding member contributions (and matching employer contributions) will be at one-third of the revised full rates in 2003.

Contributory earnings	Contributions
\$30,000	\$12.12/week
\$40,000	\$16.24/week
\$50,000	\$21.24/week

Contributory earnings are the earnings on which you pay pension contributions, and may not be the same as your actual income or "earned income" for income tax purposes. Overtime pay and most lump sum payments are excluded from contributory earnings.

The **Year's Maximum Pensionable Earnings (YMPE)** are set for the Canada Pension Plan (CPP), effective January¹ each year. You pay contributions to the CPP on earnings up to that amount.

Your contributions to OMERS are deductible from your total income under the *Income Tax Act*.

You cannot make additional voluntary contributions to the OMERS plan. If you wish to increase your eventual retirement income you may choose to contribute to a Registered Retirement Savings Plan (RRSP), which will also help to maximize your tax savings, and increase your retirement income.

Maximum service – 35 years

The maximum amount of credited service you can earn in the OMERS plan is 35 years. No contributions are required from you or your employer once you have earned 35 years of credited service (including any service you purchased). Your contributory earnings will still be reported to OMERS and will be used to calculate your benefit.

Maximum pension (see also page 12)

The amount of annual pension a plan member may earn under the OMERS pension plan in a calendar year is limited by the *Income Tax Act*. The maximum annual pension a member may earn per year of post-1991 service is \$1,722.22 (indexed to the Average Industrial Wage from January 1, 2005). In 2002, the pension maximum occurs at a contributory earnings level of \$99,307.25.

OMERS pension benefits in excess of this maximum are funded through a Retirement Compensation Arrangement (RCA). Members and employers are required to make contributions based on **all** their contributory earnings, at current OMERS contribution rates. Contributions on contributory earnings above the annual capped level go into the RCA.

Municipal councillors or heads of council

Until the end of 2002, the taxable $\frac{2}{3}$ of a municipal councillor's or head of council's pay is contributory earnings; the $\frac{1}{3}$ that is non-taxable is not included in contributory earnings,

Beginning in 2003, up to 100% of a councillor's or head of council's pay may be taxable, and included in contributory earnings.

What is credited service?

Credited service is used in the calculation of your pension. It is measured in years and months (to two decimal places) and includes:

- all the service, including purchased leave periods (see page 7), for which you contributed to OMERS, and have not had a refund of contributions; plus
- any period of past service with an eligible employer provided under the employer's Type 1 Supplementary Agreement, including optional service (see page 38); **or**
- any period of eligible past public sector service purchased as a buy-back (see page 9); **or**
- any period of credited service established as a result of the transfer of funds from another public sector pension plan; and
- any period of credited service established under a disability waiver benefit (see page 24).

Other-than-continuous full-time members (part-time, seasonal, etc.)

If you are an other-than-continuous full-time (OTCFT) member, your credited service is calculated as a proportion of the credited service a continuous full-time member accumulates. However, your contributory earnings are annualized in the calculation of your pension.

This ensures fair treatment of OTCFT members, and permits changes between OTCFT and continuous full-time status with no loss to members.

Example

Suppose you regularly work three 7-hour days per week, or 1,092 hours per year (including paid vacation). A full-time member works 1,820 hours per year. Your credited service is calculated as follows:

$$\frac{1,092 \text{ hours}}{1,820 \text{ hours}} \times 12 \text{ months} = 7.20 \text{ months of credited service}$$

You earn \$20,000 per year. Your annualized contributory earnings, used to calculate your pension, are:

$$\$20,000 \times \frac{12 \text{ months}}{7.20 \text{ months}} = \$33,333.33$$

Leave periods

Temporary change! Leave periods are free during the contribution holiday (until December 31, 2002). You will automatically receive credited service for your leave unless you tell your employer otherwise. This temporary change applies to all leaves, including pregnancy and parental leaves, authorized leaves of absence, legal strikes and periods of reduced pay.

Broken service

OMERS calls a period of authorized leave of absence or a period of reduced pay "broken service." Extra (unpaid) vacation leave, maternity leave, parental leave, a legal strike or lockout, and self-funded leaves are all types of broken service.

You may purchase all or part of a period of broken service as credited service, but there are many rules and purchase limits. We outline some of these below.

Buying broken service

Normally, to purchase most broken service periods you must pay twice your normal contributions (your share plus your employer's share) for the period. Your employer will calculate the cost for you using your normal rate of contributory earnings immediately before the leave. You must pay for broken

service by the end of the year following the year in which your period of broken service ends. After that, you can only purchase the broken service as a buy-back or as optional service, and the cost may be higher.

If you elect to purchase, or tell your employer you intend to purchase, a period of broken service before April 30th of the year following the year in which the broken service ends, you will have a pension adjustment (see page 40) reported for the period. If you elect to buy the period after this deadline you may lose accumulated RRSP room (see “Past service pension adjustment,” page 41).

Reduced pay

A common example of reduced pay is a self-funded leave plan, as follows:

- you receive four years’ pay spread over five years (80% of full pay in each of five years); and
- you take the fifth year as a leave of absence.

You continue to make OMERS contributions based on full pay during your four years of work, while the fifth year is treated as broken service, purchasable by paying twice your normal contributions for the period.

Pregnancy/parental leave

Pregnancy/parental leave is a type of broken service, but with special rules. A mother is entitled to a maximum of 17 weeks pregnancy leave per birth or adoption. In addition, both parents may take up to a maximum of 35 weeks parental leave, between them, per birth or adoption.

You may purchase your pregnancy/parental leave (up to a maximum of 52 weeks) by paying the contributions you would normally have paid during the period (matched by your employer). You must pay for the pregnancy/parental leave you wish to buy by the end of the year following the year in which your leave period ends. Under Ontario law, it is assumed that you will purchase your pregnancy/parental leave unless you elect not to.

Any additional leave, and any period you elect not to purchase, but later decide to buy before the end of the year following the year in which your leave period ended, will be treated as broken service (see page 7). Please note

that broken service that occurs during the contribution holiday (until December 31, 2002) is free.

If you choose not to buy all or part of a pregnancy leave (maximum 17 weeks) or parental leave (maximum 35 weeks), we will consider any unpurchased portion to be OMERS eligible service. OMERS uses eligible service to calculate the date when you may first become eligible for an unreduced (without a penalty) early retirement pension (see page 18).

This is retroactive to include all unpurchased pregnancy/parental leave periods that occurred after December 19, 1990.

More information

Purchasing leave periods can affect your RRSP room. For more information about leave periods – how to purchase them, purchase limits, and tax rules – please contact your employer or OMERS Client Services.

Buy-backs

You may purchase some or all of your:

- past service with an OMERS employer that is not credited in the plan;
- eligible past service with another Canadian public sector employer; or
- war service during the Korean War.

You must pay the full actuarial cost of the benefit you are buying.

The *Income Tax Act* imposes many rules and restrictions governing what service you can buy, the methods of payment, whether the purchased service is subject to a pension maximum, and whether contributions are tax-deductible. For further information, please contact your employer or OMERS Client Services.

Normal Retirement Pension

What is my normal retirement age?

Your normal retirement age is 65.

Normal retirement age is 65 for most OMERS members. Police officers (and cadets) and firefighters may have a normal retirement age of 60 years. (This is up to the employer.)

What is my normal retirement date?

Your OMERS normal retirement date is the last day of the month in which you reach age 65. Your monthly normal retirement pension is payable for life from the first day of the next month.

Your employer will advise OMERS of your planned retirement, and will ask you to complete the necessary forms to begin your normal retirement pension.

If you continue to work for an OMERS employer, or are paid past your normal retirement date, your membership in OMERS will continue until no later than the end of the month in which you reach age 69, at which time a pension will be paid to you whether or not you are still working. However, you will no longer make contributions.

Payment of pensions

We pay OMERS pensions in equal monthly instalments – each deposited in your bank account on the first **banking day** of the month. The first banking day isn't necessarily the first day of the month; it could be the first day banks open after a weekend or holiday.

We will send you a booklet describing important information about your pension before your pension starts.

What will my normal retirement pension be?

Your annual normal retirement pension calculation is as follows:

$$2\% \times \text{Credited service number of years and months (maximum 35 years)} \times \text{Pensionable earnings which are the average annual contributory earnings during your 60 consecutive months of highest contributory earnings}$$

Less the **Canadian Pension Plan (CPP) offset** at age 65, or earlier if you become disabled:

$$0.675\% \times \text{Credited service number of years and months from January 1, 1966 (maximum 35 years)} \times \text{Five-year average YMPE or Pensionable earnings whichever is less}$$

Pensionable earnings – your average annual contributory earnings during your 60 consecutive months of highest contributory earnings. Contributory earnings are the earnings on which your plan contributions were calculated, excluding overtime pay and most lump sum payments.

Credited service – the number of years and months (to two decimal places) you have contributed or purchased in the OMERS plan (see page 6).

If you have less than 60 months of credited service your actual service is used to determine your pensionable earnings.

Five-year average YMPE – the average of the Year's Maximum Pensionable Earnings for the year of your retirement and the four preceding years. The YMPE, which is the maximum amount of your earnings on which you contribute to the Canada Pension Plan (CPP), is set for the CPP effective January 1 each year.

The YMPE for the past five years is as follows: 1998 = \$36,900; 1999 = \$37,400; 2000 = \$37,600; 2001 = \$38,300; and 2002 = \$39,100. The average YMPE for 2002 is \$37,860.

Canada Pension Plan (CPP) offset

- Your contributions to OMERS are integrated with your Canada Pension Plan contributions. You pay contributions to the CPP on earnings up to the YMPE. Your OMERS contribution rate is normally 6% on earnings up to the YMPE, and 7½% on earnings above the YMPE.
- From age 65, or earlier if you apply for a CPP disability pension, your pension benefit is also integrated. The integration offset formula approximates the amount of pension you will receive from the Canada Pension Plan. The offset is deducted from your OMERS pension. (There may also be an additional offset. See page 39.)

The OMERS CPP offset formula

$$0.675\% \times \begin{array}{l} \text{Credited service} \\ \text{number of years and months from} \\ \text{January 1, 1966} \\ \text{(maximum 35 years)} \end{array} \times \begin{array}{l} \text{Five-year average YMPE} \\ \text{or} \\ \text{Pensionable earnings} \\ \text{whichever is less} \end{array}$$

You may elect to receive a reduced CPP pension as early as age 60, but OMERS will only apply the 0.675% OMERS CPP offset at age 65, unless you apply for a CPP disability pension.

Maximum pension – The *Income Tax Act* restricts the OMERS basic pension plan to paying no more than \$1,722.22 per year of credited service (indexed to the Average Industrial Wage from January 1, 2005). In most cases, OMERS provides pensions in excess of this maximum through a Retirement Compensation Arrangement. Please contact your employer or OMERS Client Services for more details.

Supplementary Agreement – This is an agreement between OMERS and your employer which may increase your annual normal retirement pension. Please read the supplementary benefits section (page 38) for further details. Any supplementary benefits to which you are entitled are noted on your *Pension Report*.

How do I calculate my normal retirement pension?

Examples A and B (page 15) show calculations of normal retirement pensions, assuming retirement on December 31, 2002. The following data applies to both examples. (Consider trying the pension "Estimator" at www.omers.com.)

- **Contributory earnings during the 60 consecutive months of highest contributory earnings:**

1998	\$ 37,520
1999	38,646
2000	39,805
2001	40,999
2002	42,229
Total	\$ 199,199

Pensionable earnings
(average annual contributory earnings):
 $\$199,199 \div 5 = \$39,840$

• **YMPE for the year of retirement and four preceding years:**

1998	\$ 36,900
1999	37,400
2000	37,600
2001	38,300
2002	39,100
Total	\$ 189,300

Five-year average YMPE:

$$\$189,300 \div 5 = \$37,860$$

Pension formula:

$$2\% \times \text{Credited service (maximum 35 years)} \times \text{Pensionable earnings}$$

Less:

$$0.675\% \times \text{Credited service after January 1, 1966 (maximum 35 years)} \times \begin{matrix} \text{Five-year average YMPE} \\ \text{or} \\ \text{Pensionable earnings} \\ \text{whichever is less} \end{matrix}$$

Example A

Alan enrolled in OMERS on January 1, 1978 and retires on December 31, 2002, at age 65. He has 25 years of credited service in the plan and all the credited service occurred after January 1, 1966.

2%	X	25 years	X	\$39,840	=	\$19,920	
less:							
0.675%	X	25 years	X	\$37,860	=	\$ 6,389	
Annual pension from OMERS from age 65						=	\$13,531

Example B

Linda enrolled in OMERS on January 1, 1978 and retires on December 31, 2002, at age 65. Her employer provided for 10 years of past service from 1967 to 1976 under a Type 1 Supplementary Agreement (see page 38). An annual pension of \$800 is payable under her previous pension plan. Linda has 35 years of credited service in the OMERS plan, all of which occurred after January 1, 1966.

2%	X	35 years	X	\$39,840	=	\$ 27,888	
less:							
Annual pension under previous plan					=	\$ 800	
less:							
0.675%	X	35 years	X	\$37,860	=	\$ 8,944	
Annual pension from OMERS from age 65						=	\$ 18,144

Total annual retirement income for examples A and B

In addition to the annual pension from OMERS, you are normally entitled to both a pension from the Canada Pension Plan (CPP) and Old Age Security (OAS). The annual amounts shown below for CPP and OAS are based on the maximum entitlement at January 1, 2002. In example B, a pension from a previous pension plan of the employer is also payable.

Total annual pension

	Example A	Example B
OMERS	\$ 13,531	\$18,144
Previous Plan	—	800
CPP	9,465	9,465
OAS	5,312	5,312
TOTAL:	\$ 28,308	\$ 33,721

OMERS and government pensions are only two of the three main sources of retirement income. Personal savings is the third. This aspect of retirement income is very important and should not be forgotten if you wish to have a comfortable and financially secure retirement.

Inflation Protection

Will my pension be indexed?

All OMERS retirement, disability, and survivor pensions have guaranteed inflation protection to 100% of the inflation rate measured by the Consumer Price Index (CPI). In 2001, pensions increased by 2.7%, and in 2002 by 2.6%.

Increases are effective each year on January 1.

Indexing formula

The indexing formula is:

100% of the increase in the Consumer Price Index (CPI) measured over the 12 months ending in September of the year before the increase date.

The maximum guaranteed increase in any year is 6%. If the guaranteed increase of 100% of the CPI is greater than 6%, the excess is carried forward for use in the following year(s).

We prorate the increase for pensions that began between January and November of the year before a January 1 increase. In subsequent years we give them the full increase. We don't increase pensions that began in the December before a January 1 increase until the following January.

Other indexed benefits

Deferred pensions are indexed (while they remain deferred).

Deemed earnings for disability waivers are indexed, but increases in any year may not exceed the increase in the Average Industrial Wage (AIW). The increase in the AIW might not be the same as the increase in the CPI.

Early Retirement

May I retire before age 65?

Normally, you may retire as early as age 55.

There are two types of early retirement pension: an unreduced pension (no penalty), and a reduced pension (with a penalty).

- Under standard plan provisions, you will receive an unreduced pension if:
 - you have reached your 90 factor; or
 - you have 30 years or more of qualifying service.
- You may retire with a reduced pension if you do not have enough qualifying service.

Unreduced early retirement pension

Normally, you may choose to retire early with an "unreduced" pension (without a penalty) if you are within 10 years of your normal retirement age and your age plus your qualifying service add up to 90 (90 factor) or more, or if you have 30 or more years of qualifying service (30 year provision).

Qualifying service is the sum of your OMERS credited service plus any other service with an employer participating in OMERS that is not credited service. For example, part-time or seasonal service with a participating employer during which you did not join OMERS, or service for which you received a refund when you terminated employment is eligible service that can be included in qualifying service.

Note that eligible service is not credited service and is not used in the pension calculation formula. Your pension is based on your months and years of credited service only.

90 factor

Normally, if you are within 10 years of your normal retirement age, and your age plus qualifying service add up to 90 or more, you may choose to retire early with no penalty on an unreduced pension.

Example – 90 factor

Sushma retires at age 62 with 21.5 years of credited service. She also has 7.5 years of previously refunded OMERS service, which is not credited in the OMERS plan.

Sushma's age	62
Credited service	21.5
Previously refunded OMERS service	7.5
TOTAL	91

Sushma has at least 90 points and may retire with an unreduced pension. Note that Sushma's credited service (21.5 years) is not the same as her early retirement qualifying service (21.5 + 7.5 = 29 years).

Assuming that all of Sushma's credited service (21.5 years) occurred after 1965, Sushma's pension will be:

2%	X	21.5	X	Sushma's pensionable earnings
less, at age 65:				
0.675%	X	21.5	X	Five-year average YMPE or pensionable earnings, whichever is less

Temporary change! OMERS has an early retirement window in effect until 2005 (see table).

For the year...	You can retire if you are...	and, if you meet the minimum age requirement, you can retire without a reduction, if you have...	or, with the following reduction per year you're short of the lesser of normal retirement age, early retirement factor, or 30 years of service...
2002	within 15 years of your normal retirement age	an 82 Factor*	2½%
2003	within 15 years of your normal retirement age	an 84 Factor	2½%
2004	within 10 years of your normal retirement age	an 85 Factor	5%
2005	within 10 years of your normal retirement age	a 90 Factor	5%

*Age plus service

30 year provision

Normally, if you are within 10 years of your normal retirement age and you have 30 years or more of qualifying service, you may choose to retire early with an unreduced pension. As with the 90 factor, qualifying service includes both credited and eligible service, although only the credited service will be used in the calculation of your unreduced pension benefit.

Temporary change! Until December 31, 2003, if you are within 15 years of your NRA and you have 30 years of qualifying service, you may choose to retire early with an unreduced pension.

Example – 30 year provision

Donovan retires at age 57 with 30.5 years of OMERS credited service and no other eligible service. Donovan's early retirement pension won't be reduced because he has more than 30 years of qualifying service.

Assuming that all of Donovan's service occurred after 1965, Donovan's pension will be:

2% X 30.5 X Donovan's pensionable earnings

less, at age 65:

0.675% X 30.5 X Five-year average YMPE
or pensionable earnings,
whichever is less

In this case, all of Donovan's early retirement qualifying service (30.5 years) is credited service.

Reduced early retirement pension

Normally, you may choose to retire early between ages 55 and 65 even if you do not have your 90 factor or 30 years of qualifying service. Your early retirement pension would be reduced by 5% multiplied by the least of:

- 65 less your age; or
- 90 less the sum of your age plus your qualifying service; or
- 30 less your qualifying service

all measured in years and months (to two decimal places) at your early retirement date. The 5% per year reduction is prorated for part years.

Example – Reduced early retirement pension

(5% reduction per year)

Andreas retires at age 59 with 26.5 years of credited service, but no other early retirement qualifying service.

Andreas' age	59
Credited service	26.5
TOTAL	85.5

Andreas does not have 30 years of qualifying service, nor does he have 90 points. As a result, Andreas' early retirement pension will be reduced. The reduction factor is 5% multiplied by the shortest distance to his normal retirement age (65), 90 points or 30 years of qualifying service.

This is calculated as follows:

65	less	59 years of age	=	6
90	less	85.5 points	=	4.5
30	less	26.5 years of service	=	3.5

The "shortest distance" is 3.5. As a result, Andreas' early retirement reduction is 5% x 3.5 = 17.5% . This means that Andreas' pension will be reduced as follows:

2% X 26.5 X Andreas' pensionable earnings
reduced by 17.5%

less, at age 65:

0.675% X 26.5 X Five-year average YMPE
or pensionable earnings,
whichever is less

Temporary change! OMERS has an early retirement window in effect until 2005 (see table).

For the year...	You can retire if you are...	and, if you meet the minimum age requirement, you can retire without a reduction, if you have...	or, with the following reduction per year you're short of the lesser of normal retirement age, early retirement factor, or 30 years of service...
2002	within 15 years of your normal retirement age	an 82 Factor*	2½%
2003	within 15 years of your normal retirement age	an 84 Factor	2½%
2004	within 10 years of your normal retirement age	an 85 Factor	5%
2005	within 10 years of your normal retirement age	a 90 Factor	5%

*Age plus service

Income Tax Act limits, in rare cases, will require that the 2½% reduction be higher – but no greater than 3%. For more information, please contact your employer or OMERS Client Services.

Disability benefits

What if I become disabled?

If you are totally disabled:

- you may continue to earn credited service under a disability waiver of contribution (disability waiver) benefit; or
- you may be eligible to receive a disability pension if you are totally and permanently disabled.

Disability elimination period

The period between the date of your disability and the date your disability waiver began is called your elimination period. If you did not make regular contributions to OMERS during your elimination period, you have the option of purchasing, from your employer, all or part of this period based on your contributory earnings prior to your disability. Such a purchase must be made by the end of the year in which the elimination period is in effect.

Temporary change! If your elimination period occurs during the contribution holiday, you can continue to earn credited service even though you and your employer are not contributing to the plan. You must, however, still elect to purchase the period through your employer. The contribution holiday is in effect until December 31, 2002.

Disability waiver benefit

For the disability waiver benefit, "totally disabled" means:

you are incapable of doing your own job during the first 24 months of physical or mental disability and, thereafter, incapable of doing any work for which you are, or may reasonably become, qualified by education, training, or experience.

You may continue to earn credited service in the OMERS plan without any further contributions from you or your employer from the first day of the fifth month after you have become totally disabled, or the date you cease to make

your normal contributions to OMERS, if later. This "waiver of contribution" continues as long as you are totally disabled or, if earlier, until the end of the month in which you reach age 65. When you reach age 65 you are entitled to a normal retirement pension. Your pension is calculated using your highest 60 months of contributory earnings, which may include the indexed (see page 17) deemed earnings from your waiver period.

At any time after your disability waiver benefit begins you may elect a disability pension, provided you meet the appropriate definition of total and permanent disability. The disability pension is payable on the first day of the month following the month you elect to receive a disability pension. If you do not qualify for a disability pension you may be eligible for an early retirement pension (see page 18).

Disability pension

For the disability pension benefit, "totally and permanently disabled" means:

you are suffering from a physical or mental impairment which prevents you from engaging in any occupation or performing any work for compensation or profit for which you are, or may reasonably become, qualified by education, training, or experience, and which can be expected to last the rest of your lifetime.

If you meet the definition of totally and permanently disabled, you may choose a disability pension instead of a disability waiver.

The disability pension can begin on the latest of:

- the first day following your disability elimination period; or
- the first of the month following the month you elect a disability pension after being on the disability waiver.

Provided you continue to satisfy the OMERS criteria for total and permanent disability, your disability pension continues until the earlier of your normal retirement age or your death. From your normal retirement age, your disability pension is treated like an OMERS normal retirement pension.

When we calculate your disability pension we assume, unless you prove otherwise, that you will receive a disability pension from the Canada Pension Plan. As a result, the 0.675% OMERS CPP offset in the pension formula (see page 12) will be applied when your OMERS disability pension begins.

There is a limit to the combined disability benefits you can receive from the Workplace Safety and Insurance Board (WSIB) and OMERS. If your OMERS disability pension payments plus WSIB benefits exceed 85% of your regular contributory earnings immediately before you were disabled, your OMERS disability pension must be reduced until you reach age 65.

If you become entitled to a WSIB benefit after your pension begins, or if the amount you are receiving changes (except for cost of living increases), you must notify OMERS immediately.

Portability Options

What if I leave my employment?

If your employment ends for reasons other than retirement, death, or disability, you have a number of options. You may be able to:

- continue your plan membership with another OMERS employer
- transfer your credited service to another public sector plan
- defer your pension
- transfer the commuted value of your pension to a locked-in retirement account (LIRA)
- (if you're not locked-in) take a cash refund of your contributions plus interest.

Important! There are no contributions to refund for service that occurs during a contribution holiday.

Terms

Commutated value

The commuted value of a pension is the amount of money that must be put aside today to grow with investment earnings to provide the pension at a future date.

In all cases, OMERS determines the commuted value of a pension using guidelines established by the Canadian Institute of Actuaries and sanctioned under the *Pension Benefits Act* of Ontario.

Locking-in rules

When you terminate your employment, you cannot elect to receive a cash refund of any portion of your OMERS pension benefit that is locked in. Whether or not your benefit is locked in is determined by the following *Pension Benefits Act* of Ontario rules.

- Your pension benefit earned before 1987 becomes locked in when you reach age 45 and have at least:
 - 10 years of service with your current OMERS employer; or
 - 10 years of OMERS membership; or
 - 10 years of OMERS credited service.

- Your pension benefit earned on or after January 1, 1987, becomes locked in when you have two years of OMERS membership (including any service you purchased or transferred into OMERS).

Any portion of your OMERS pension benefit that is locked in must stay in the OMERS plan as a deferred pension, be transferred to a locked-in retirement account (LIRA) – which is a locked-in RRSP – or be used to purchase an annuity.

Options if my employment ends

If you end your employment, your employer will advise OMERS. We'll send you a *Benefit application form* detailing your termination options, which may include the following choices.

Continued OMERS Membership

If you move to another OMERS employer, you may elect continued OMERS membership.

Transferring your credited service

If your new employer is another Canadian public sector employer, you may be able to transfer all or part of your credited service in OMERS to your new employer's plan. Transfers do not always guarantee that all your OMERS credited service will be recognized.

Transfers have time limits – make sure that you don't miss the pension transfer deadlines. When you terminate your employment, sign and return your OMERS *Benefit application form* as soon as possible, and complete and return the transfer forms for your new plan.

You may be required to make payments to the new pension plan to preserve all of your credited service. For more information, please contact your employer or OMERS Client Services.

Deferring your pension

If your new employer is not another OMERS employer, you may elect to keep your pension entitlement in the OMERS plan as a deferred pension. Your deferred pension is the pension you earned to the date of your termination (see page 11 for pension formula). It is indexed (see page 17).

If you elect a deferred pension, you retain your rights to other OMERS pension benefits, such as the early retirement pension and the survivor's pension, but not to disability benefits.

The 50% Rule and the pre-1987 minimum benefit guarantee apply to this option (see page 37).

If you re-enrol in the plan on or after June 1, 1999, you may be required to repay the 50% Rule refund (if any) plus interest, if you want both periods of credited service added together.

Commuted value transfer

Temporary change! Until the end of 2003, if you are under age 50, you may elect to transfer the commuted value (see page 27) of your total OMERS pension entitlement to a locked-in retirement account (LIRA), to another pension plan if that plan accepts such transfers, or to an insurance company for the purchase of an annuity. If you transfer the commuted value of your pension, you will no longer be entitled to any benefits under the OMERS pension plan.

Normally, you cannot transfer the commuted value of your pension when you are within 10 years of your normal retirement age.

The *Income Tax Act* limits the amount that may be transferred to your RRSP. If this limit applies, the transfer may affect your accumulated RRSP contribution room (see page 40).

The 50% Rule and the pre-1987 minimum benefit guarantee apply to this option (see page 37).

Cash refund

You may elect a cash refund of only that portion of your total contributions, plus interest to your termination date, that is not locked in under the *Pension Benefits Act* of Ontario. A cash refund may be transferred to your RRSP (non-locked-in) if you have room.

You may do the following to the portion of your pension benefit that is locked in:

- leave it in the the OMERS pension plan as a deferred pension; or
- transfer its commuted value to a locked-in retirement account (**LIRA**) or another pension plan; *or*
- use it to purchase an annuity from an insurance company.

Survivor Benefits

Who's eligible for a survivor's benefit?

Eligible spouse

The surviving spouse of a deceased member may be eligible for a benefit if the marriage was either legal or common-law. A common-law marriage is deemed to exist if you and your eligible spouse have lived together in a conjugal relationship continuously:

- for a period of not less than three years; or
- for a shorter period if the relationship is of some permanence and there are natural or legally adopted children of the common-law marriage.

Same-sex partner

OMERS considers a same-sex partner to be eligible if the common-law criteria are met.

Eligible dependent child

For OMERS purposes, an "eligible dependent child" is:

- a natural child of the member; or
 - a legally adopted child of the member; or
 - a child in the legal custody of the member (excluding foster care arrangements);
- who, at the date of the member's death, is both dependent on the member for support and is:
- under age 19 for the full calendar year in which the member's death occurs; or
 - under age 21 and in full-time attendance at an educational institution; or
 - totally disabled.

Dependent child benefit period

The dependent child benefit period is the time during which a benefit is payable to, or for, an eligible dependent child. It is the period:

- up to the end of the year during which a dependent child reaches age 18; or
- up to when the child reaches age 21, if the child continues in full-time attendance at an educational institution; or
- during which the dependent child continues to be totally disabled. (This only applies if the dependent child became totally disabled before age 21.)

What if I die BEFORE my pension begins?

A benefit is payable, in order of entitlement, to your:

- eligible spouse; and/or
- eligible dependent children; or
- beneficiary; or
- estate.

Your eligible spouse may be entitled to one of two benefits– a pension, or a lump-sum refund.

Spouse's pension

A pension is payable to your spouse from the first of the month following your death and equals:

- 66⅔% of the pension you had earned to the date of your death, payable for your spouse's life; plus
- a further 10% of the pension you had earned to the date of your death for each of your eligible dependent children up to a maximum of 100% of your pension. This additional amount is payable until your eligible dependent children are no longer within their dependent child benefit periods.

Number of eligible dependent children	% of pension you had earned
0	66⅔%
1	76⅔%
2	86⅔%
3	96⅔%
4 or more	100%

The additional amount may be paid to whoever has custody of the children, rather than to the eligible spouse.

When we calculate your earned pension for the purposes of a spouse's pension we assume that you were entitled to a pension under the Canada Pension Plan and therefore reduce the OMERS pension by the 0.675% OMERS CPP offset. (There may also be an additional offset. See page 39.)

A separation agreement or divorce may alter entitlement to a benefit.

No pension is payable to your otherwise eligible spouse if you and your spouse were living separate and apart at the date of your death. "Living separate and apart" has a specific legal meaning under the *Family Law Act*. For more information, please contact your employer or OMERS Client Services.

Minimum pension guarantee

The commuted value (see page 27) of the total pension payable to an eligible spouse will be no less than:

- the commuted value of your pension earned on or after January 1, 1987; plus
- your contributions made before 1987, plus interest to the date of your death;

or we will increase the value of the pension accordingly.

Refund option

Your eligible spouse may elect a refund in cash or a refund transferred to a non-locked-in RRSP in lieu of a pension.

The refund equals the sum of the commuted value of your pension earned since January 1, 1987, and the contributions made by you before January 1, 1987, plus interest to your date of death, less any benefits we paid to you.

Eligible dependent children's pension

If you die before your pension begins and you leave no eligible spouse, or if a pension payable to your spouse ceases because he or she dies, a pension will be payable to your eligible dependent children.

The total eligible dependent children's pension equals 66% of the pension earned to the date of your death. We divide the children's pension equally among your eligible dependent children who are within their dependent child benefit periods.

When we calculate any children's pension we assume that you were entitled to a pension under the Canada Pension Plan and therefore reduce the OMERS pension by the 0.675% OMERS CPP offset. (There may also be an additional offset. See page 39.)

Benefit payable to your named beneficiary or estate

If you die before your OMERS pension has started and you are not survived by an eligible spouse, a benefit may be payable to your named beneficiary or estate (in addition to the eligible dependent children's pension, if any). For more information, please contact your employer or OMERS Client Services.

What if I die AFTER my pension begins?

If you die after your pension from OMERS has started, a benefit may be payable, in order of entitlement, to your:

- eligible spouse; and/or
- eligible dependent children; or
- beneficiary; or
- estate.

Spouse's pension

A pension is payable to your spouse from the first of the month following your death and equals:

- 66⅔% of the pension you were receiving at the date of your death; plus
- a further 10% of the pension you were receiving at the date of your death for your eligible dependent children up to a maximum of 100% of your pension. This additional amount is payable until your eligible dependent children are no longer within their dependent child benefit periods.

Number of eligible dependent children	% of pension you were receiving
0	66⅔%
1	76⅔%
2	86⅔%
3	96⅔%
4 or more	100%

The additional amount may be paid to whoever has custody of the children, rather than to the eligible spouse.

When we calculate your earned pension for the purposes of a spouse's pension we assume that you were entitled to a pension under the Canada Pension Plan and therefore reduce the OMERS pension by the 0.675% OMERS CPP offset. (There may also be an additional offset. See page 39.)

Important! The definition of “eligible spouse” is very specific and fairly complicated. A separation agreement or divorce may alter entitlement to a benefit. For more information about the OMERS definition of “eligible spouse,” please contact your OMERS employer or OMERS Client Services.

Eligible dependent children's pension

If you die after your pension has started and you leave no eligible spouse' or if a pension payable to your eligible spouse ceases because he or she dies, then a pension will be payable to your eligible dependent children.

The total eligible dependent children's pension equals the greater of:

- 66⅔% of the pension you were receiving at the date of your death; or
- the pension being paid to your spouse at his or her date of death (less any entitlement for eligible children).

We divide the children's pension equally among your eligible dependent children who are within their dependent child benefit periods.

When we calculate any children's pension we assume that you were entitled to a pension under the Canada Pension Plan and therefore reduce the OMERS pension by the 0.675% OMERS CPP offset. (There may also be an additional offset. See page 39.)

Residual benefit amount

If at any time after your death there is no member of your family eligible to receive a pension from OMERS, then we will refund to **your** named beneficiary (if living) or to **your** estate the difference, if any, between your contributions, plus interest, determined at the date your pension began, less any benefit we paid to you or your survivors.

Guarantees

The 50% Rule

The 50% Rule applies to ending employment, retirement, disability, and survivor benefits. When you end your employment, retire, become disabled or die, **OMERS** determines the commuted value (see page 27) of your pension earned since January 1, 1987. If the contributions you have made since January 1, 1987, plus interest, are greater than 50% of the commuted value, **OMERS** refunds the excess to you, or to your named beneficiary or estate in the event of your death.

The 50% Rule does not apply to benefits purchased at your option, such as broken service, buy-backs, or optional service. It also does not apply if you transfer directly to another **OMERS** participating employer or to another public service employer under a reciprocal transfer agreement.

The pre-1987 minimum benefit guarantee

When you terminate employment, retire, become disabled, or die, we calculate your pension benefit. The commuted value for that portion of the pension you earned before January 1, 1987 must be at least equal to your pre-1987 contributions plus interest to the date of your termination, retirement, disability, or death. If not, we increase the value of your pension to equal the value of your pre-1987 contributions plus interest.

Supplementary Benefits

Your employer may provide supplementary benefits through an agreement with OMERS. We describe the types of supplementary benefits below. Not all OMERS members are covered by Supplementary Agreements. For more information, please contact your employer or OMERS Client Services.

Type 1 supplementary benefit

Under a Type 1 Supplementary Agreement, years of eligible past service (service from before your employer joined OMERS) may be purchased and added to your OMERS credited service, which we use to calculate your OMERS pension.

Optional service

Your employer can add an optional service benefit to a Type 1 Supplementary Agreement. Optional service may be eligible past service with a federal, provincial, or municipal employer in Canada, or service in the Korean War. Optional service is, essentially, similar to buy-back service (see page 9) except that members and employers may negotiate cost sharing and payment terms.

Type 2 supplementary benefit

Type 2 supplementary benefits, which provided for a fixed amount of pension for past service with the employer, were available before 1983. Benefits continue for members covered under an existing Type 2 Agreement.

Employers can enter into an agreement with OMERS to upgrade existing Type 2 supplementary benefits to Type 1 supplementary benefits.

Type 3 supplementary benefit

Under a Type 3 Supplementary Agreement your employer may provide an unreduced early retirement pension if:

- you are within 10 years of your normal retirement age; and
- you are "permanently partially disabled" as determined by the employer; and
- you satisfy the requirements of the *Income Tax Act* for early retirement pensions.

Additional Pension Offset

If you are entitled to a pension from another pension plan for a period of credited service covered by the OMERS plan, then at your normal retirement age (65), we will reduce your annual OMERS pension by the amount payable from the other plan. If you die before you reach your normal retirement age, we will reduce the annual pension paid to your surviving eligible spouse or children in the same way.

OMERS and Income Tax

Contributions to OMERS

Your regular contributions to OMERS are tax-deductible. Your employer reports the deductible amount to you and to the Canada Customs and Revenue Agency (CCRA) on a T4 slip each year. Amounts you contribute for the purchase of optional or buy-back service may also be tax-deductible.

Contributions to a Registered Retirement Savings Plan (RRSP)

An RRSP is a tax-sheltered savings account. Contributions you make to an RRSP are tax-deductible, and your RRSP savings aren't taxed until you take them out.

An RRSP is an investment in your financial future, as it can help increase your retirement income and provide you with the lifestyle you want after you stop working. For more information about tax rules governing RRSPs, please contact your financial institution, a financial planner, or the CCRA office nearest you.

What affects my RRSP room?

Pension adjustment (PA)

Your employer reports a pension adjustment (PA) each year on your T4 slip even during a contribution holiday. The PA is used to calculate your RRSP contribution room for the following year, and represents the deemed value of the pension you earned during the year. The CCRA calculates your RRSP room as follows:

$$18\% \times \text{Previous year's earnings (up to a maximum)} \text{ less } \text{Previous year's PA (up to a maximum)} \text{ or } \$0$$

Example

A member with 12 months of credited service in 2002 has earned income of \$36,772. The 2002 PA is \$3,785. The RRSP contribution room will be calculated as follows:

$$18\% \quad \times \quad \$36,772 \quad = \quad \$6,619 \quad - \quad \$3,785 \quad = \quad \$2,834$$

The member may contribute up to \$2,834 (plus any room carried forward from previous years) to an RRSP for a tax deduction in 2003.

Each year, after you file your tax return, the CCRA sends you a *Notice of Assessment*. This document includes a statement of your RRSP contribution room for the year. You may make an RRSP contribution up to this amount or carry it forward, within limits, for use in a future year.

Pension adjustment reversals (PARs)

PARs are designed to give back RRSP room to members who terminate and transfer their pension benefits out of their pension plan (if the post-1989 value of the transferred benefits is less than the total of the member's PAs).

Past service pension adjustment (PSPA)

Any additional pension benefit you accumulate or gain for past service that occurred after December 31, 1989, must be assigned a "deemed value," called a past service pension adjustment (PSPA). This can affect buy-backs, optional service, and broken service purchased after the April 30th deadline (see page 7). OMERS must calculate PSPAs and report them to the CCRA.

The CCRA will subtract the PSPA from your available RRSP contribution room. If you don't have sufficient room for the service purchase, the CCRA allows your RRSP room to become negative by as much as \$8,000. Beyond that, they will not permit your purchase. Note that if you have negative RRSP room, you cannot make a tax-deductible RRSP contribution until your RRSP room becomes positive.

You may be able to make room by withdrawing some RRSP savings, or you may have to purchase less service to reduce your PSPA. You will be advised if this problem occurs.

We will calculate a PSPA if you elect to purchase broken service (see page 7) after the CCRA deadline of April 30th of the year following the year in which the broken service ended. For more information, please contact your employer or OMERS Client Services.

OMERS plan registration number

The OMERS federal pension plan registration number for income tax purposes is 0345983. You will need this registration number when transferring RRSP money to OMERS to purchase a buy-back or optional service, for example. The plan registration number also appears on your T4 each year.

Further Information

Assignment (Who has legal access to my pension?)

Contributions made to OMERS and benefits paid by OMERS are not subject to garnishment, attachment or seizure, and are not assignable except pursuant to an order or agreement under the Ontario *Family Law Act*, or as required by the CCRA.

Canada Pension Plan (CPP) and Old Age Security (OAS)

Your pension from OMERS is only one source of retirement income. Other sources include the CPP and OAS. You should discuss these benefits with your employer or with a representative at a local Human Resources and Development Canada office.

Working while on pension

If you begin working for an OMERS participating employer after you begin receiving a pension from OMERS, you have two options:

- continue to receive your pension and not enrol in the OMERS plan; or
- re-enrol and stop receiving your pension for as long as you are employed.

If you re-enrol in the OMERS plan, your membership will continue until no later than your 69th birthday, at which time we will begin paying your pension whether or not you are still working. When you subsequently retire from your post-retirement job, we will combine all your credited service and contributory earnings and recalculate your pension.

There are additional rules covering members who retire with Type 7, Revised Type 7, or Section 23 enhanced retirement benefits and later return to work for an OMERS employer. For more information, please contact your employer or OMERS Client Services.

Surplus/deficit

The terms of the OMERS pension plan provide that any plan surplus or deficit will be shared equally by participating employers and contributing members.

How to apply for a benefit from OMERS

If you are:	Please contact:
an active member	your employer
a deferred member	OMERS Client Services
a disability waiver member	OMERS Client Services or your former employer
a spouse or child:	
• pre-retirement death	the former employer
• post-retirement death	OMERS Client Services

If you are planning to elect an OMERS benefit, please let us know up to 60 days in advance. This will help to ensure your benefit is processed on time.

Published information

The following is just some of the other published information available from OMERS – either directly from us or through your employer:

- **Member Update** – a newsletter for all OMERS members, which we distribute through your employer usually three times per year.
- **Pension Report** – a personalized report, provided for you every year through your employer, that brings you up to date on your contributions, earnings and service for the preceding year.
- **Pension Quotation** – a projected estimate of the pension you can expect to receive at your planned date of retirement. (If you'd like to get a pension quotation, write to us or use our online pension Estimator at www.omers.com.)

- **Report to Members**– a summary of the information contained in the OMERS *Annual Report*. We distribute this through your employer, while the *Annual Report* is available, on request, from OMERS.
- **OMERS Act and Regulation (Annotated, Unofficial Version)**– our plan legislation.

OMERS on-line!

Visit www.omers.com to get information about OMERS – the Board, the pension plan, its benefits and administration, the latest news about OMERS, and frequently asked questions (FAQs) about the plan. You can also contact us by e-mail at client@omers.com.

This handbook tool!

The latest, fully searchable version of the OMERS member handbook (*Your OMERS Pension*) is online at www.omers.com.

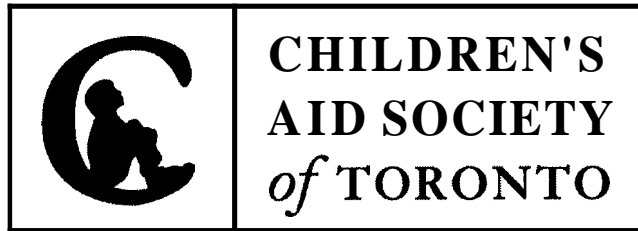
You can find it in the "Members" section, by clicking on "Plan info."

More information

If you have any questions about your OMERS benefits, or the information in this booklet, please contact your employer or OMERS Client Services.

185

CS



Prepared by the
Compensation & Benefits Team
Human Resources Department

March, 2003
(Updated)

RECEIVED
JUN 25 2004

186

350003

This booklet describes the principal features of the group plan sponsored by your employer; however, Group Policy **No. 51284** issued by Great West Life, Policy No. **27764** issued by Manulife Financial and Policy No. **ABT 100680**, issued by ACE INA Insurance, are the governing documents.

If there are any variations between the information in this booklet and the provisions of the policy, the policy will prevail.

Contact your employer, should you require any additional information.

Please feel free to contact Great West Life directly with any questions regarding Health, Dental or Vision Care coverage, at the following number:

1-800-957-9777

Table of Contents

ELIGIBILITY FOR BENEFITS	1
Permanent Full Time.....	1
Temporary Full Time Employees.....	1
Permanent Part Time and Permanent Full Time Job Share	1
Temporary Part Time Employees.....	1
DEPENDENTS	2
Employee's spouse (legal or common-law)	2
Employee's unmarried children or your spouse's unmarried children.....	2
INCOME MAINTENANCE	3
Sick Leave.....	3
Long Term Disability.....	4
Workers' Compensation	5
SURVIVOR BENEFITS	6
Life Insurance.....	6
Accidental Death & Dismemberment.....	6
Health Care Coverage	6
O.M.E.R.S.....	7
HEALTH CARE COVERAGE	8
Deductible & Co-Insurance on Major Medical & Dental Plans	8
Major Medical Plan.....	8
Prescription Drugs.....	9
Paramedical Service.....	9
Chiropractors	9
Osteopaths.....	9
Chiropodists (Podiatrists)	10
Services and Supplies Covered.....	10
Services Not Covered.....	11
Out-of Province Coverage.....	11
Semi-Private Hospital Coverage.....	12
DENTAL PLAN	13
Exclusions.....	14
VISIONCARE PLAN	15
Covered Expenses.....	15
Services Not Paid For By VisionCare Insurance.....	16

CO-ORDINATION OF BENEFITS	17
Administration of Co-ordination of Benefits.....	17
GENERAL LIMITATIONS	19
TERMINATION OF INSURANCE	20
RETIREMENT BENEFITS PENSION	21
STATUTORY HOLIDAYS	22
VACATION	23
PAID & UNPAID LEAVES	24
Unpaid Leave	24
Authorized Absence	24
SPECIAL LEAVE DAYS	26
POINTS TO REMEMBER	27
Change of Personal Information.....	27
Maternity Leave	27
Long Term Disability Claims.....	27
Semi-Private Hospital Claims	28
Drug Claims.....	28
VisionCare Claims	28

1

ELIGIBILITY FOR BENEFITS

Permanent Full Time

Permanent full time employees are eligible for all group benefits on the first of the month following date of hire.

Temporary Full Time Employees

Temporary full time employees are eligible on the first of the month following three (3) months of employment to receive Life Insurance, Accidental Death & Dismemberment Insurance, Major Medical, Dental and Vision care coverage.

Permanent Part Time and Permanent Full Time Job Share Employees

Job sharing and permanent part time employees are eligible to receive Life Insurance, Accidental Death and Dismemberment Insurance and Sick Leave. Coverage based on actual salary. Long Term Disability, Major Medical, Dental and Vision care coverage is also provided with the employee being responsible for a portion of the premium on a prorated basis.

Temporary Part Time Employees

Temporary employees who work 24 hours or less per week are not entitled to receive Health, Dental or Vision care benefits and are not eligible to participate in Life Insurance plan, Accidental Death and Dismemberment plan or LTD.

190

2

DEPENDENTS

Dependents are:

Employee's spouse (legal or common-law)

- ▶ A legal spouse is the person lawfully married to the employee according to provincial legislation.
- ▶ A common-law spouse means a person who is living with the employee in a conjugal or same-sex partnership. A one year Co-habitation requirement applies.

Employee's unmarried children or your spouse's unmarried children

- ▶ under 21 years of age, or,
- ▶ 21 years of age or over who is a registered student in full time attendance at a university or similar institution of learning and under the age of 25
- ▶ 21 years of age or over, who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who was insured on the day immediately preceding his/her 21st birthday, and who is chiefly dependent upon the employee for support and maintenance.

Child includes a stepchild, adopted child, and any natural child of an unmarried minor female dependent of an employee.

Unmarried children of your spouse are considered dependents only if:

- ▶ they are also your children, or,
- ▶ your spouse is living with you and has custody of the children

Dependent does not include a spouse or child covered as an employee under this plan, who is not a resident of Canada or the United States, or who work more than 30 hours a week, unless they are full time students.

Subject to eligibility by definition of carrier policies.

3

INCOME MAINTENANCE

SICK LEAVE

The Society expects all staff to be present and on time at their regular place of work. The Society recognizes that from time to time employees may suffer from a bona fide illness or injury which would inhibit them from being able to perform the duties of their job. The Society's sick leave plan for employees was created to reduce the financial hardship that these illnesses and injuries can create.

All permanent employees are eligible for sick leave benefits. The number of days available to the employee is pro-rated to the percentage of time regularly scheduled to work by the employee.

At the time of hire, a permanent employee is credited with five (5) days sick leave at one hundred percent (100%) of his/her current salary. Upon completion of three (3) calendar months of service, the employee is credited with an additional ninety-five (95) days sick leave at sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of his/her current salary.

The employee then begins to convert the sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) unused sick leave credits to one hundred percent (100%) sick leave credits at a rate of one and one-half (1.5) days per month for each month of service during which the employee receives no less than full pay.

At all times, the permanent employee has one hundred (100) days of sick leave which will consist of sick leave credits payable at sixty-six and two-third percent ($66 \frac{2}{3}\%$), sick leave credits payable at one hundred percent (100%), and used sick leave credits. It is understood and acknowledged that sick leave debits are first deducted from the one hundred percent (100%) credits. Only when these are exhausted, will sick leave credits from the sixty-six and two-third percent ($66 \frac{2}{3}\%$) bank be used.

Upon return to work from an illness or injury of less than seventy-five (75) days, the employee retains any unused sick leave credits and resumes sick leave accumulation on the basis of one and one-half (1.5) days per calendar month. On completion of one (1) calendar month's continuous service following a return to work from illness or injury, the one hundred (100) day maximum sick leave is credited.

Following seventy-five (75) days of sick leave, an employee is eligible to apply for long term disability benefits.

Upon return to work from an illness or injury which exceeded seventy-five (75) days, the employee retains twenty-five (25) days sick leave credits to cover any unrelated illness which may arise prior to the one hundred (100) day entitlement being reinstated.

Sick leave credits continue to accumulate during an employee's illness up to the month the employee is eligible to receive long term disability, provided the employee is covered under such plan. Otherwise, sick leave credits accumulate to a limit of three (3) months following the commencement of any illness or injury. It is understood that sick leave is not payable during the period an employee is receiving benefits under the long term disability plan.

Temporary employees are eligible for sick leave benefits if their regularly scheduled hours exceed twenty-four (24) hours per week. Sick leave credits are accrued at a rate of one and one-half (1.5) days per month of continuous active employment to a maximum of eighteen (18) days per calendar year. This amount will be reduced by the number of days of credit used during the calendar year. For temporary part-time employees the entitlement is pro-rated to the percentage of time regularly scheduled to work.

LONG TERM DISABILITY

DISABILITY is defined as a state of complete and continuous incapacity, resulting from illness or accidental injury, which wholly prevents the participant from performing:

- a) Each and every function of his regular employment during the elimination period and during the twenty-four months immediately following, without regard to the availability of such occupation; and
- b) Afterwards, any remunerated function or work for which he/she is or may become reasonably fitted by training, education or experience.

Disability will only be recognized under (a) above if the participant is receiving no remuneration arising either directly or indirectly from any employment, except under a rehabilitation program approved by the insurer.

For disability to be acknowledged, the participant's condition must require both regular and continuous medical care actually given by an appropriate specialist and appropriate therapy, considered satisfactory by the insurer.

After 75 consecutive working days (or 105 calendar days) of illness, you must apply for Long Term Disability Benefits with Manulife Financial, our LTD insurance carrier. There are exclusions and limitation which may apply. For further details, please contact the Compensation and Benefits Manager at extension 2305, Human Resources Department. The income is 66-2/3% of your normal gross earnings, not to exceed \$8,500 per month. It is important to note that no income tax is deducted from LTD benefits. You will have to plan on paying income tax on the money received while on LTD. The LTD benefit is reduced by direct and indirect offsets.

While you are receiving Long Term Disability benefits, vacation and sick leave credits are **not** accumulated, but you remain fully covered for all other benefits.

When you return to work following Long Term Disability, you retain your 25-day sick leave credit to cover any illness prior to the resumption of your 100 days maximum sick leave credit which occurs after one calendar month's continuous service.

However, if the same illness for which you received LTD benefits recurs within six months, LTD benefits would resume.

WORKERS' COMPENSATION

Should you suffer personal injury caused by an accident at work, you would be eligible to apply for compensation from the Workplace Safety and Insurance Board (WSIB). The Workers' Safety and Insurance Act provides payment up to 85% of the next average earnings before the injury. The Agency pays an additional 15% of the employee's average earnings.

4

YOUR BENEFITS

LIFE INSURANCE

Your coverage is 2-1/2 times your annual salary, not to exceed \$500,000.

OPTIONAL LIFE INSURANCE

Additional life coverage is available in units of \$10,000 up to a maximum of \$450,000. The cost of this coverage is based on your age and smoker status. A smoker is someone who has used any tobacco products (cigars, cigarettes, cigarillo, pipe or marijuana) in the last 12 months.

Optional spousal life coverage is also available in units of \$10,000 up to a maximum of \$450,000.

ACCIDENTAL DEATH & DISMEMBERMENT

This insurance is payable should you lose your life, limb or sight as a result of an accident. Your coverage is 2-1/2 times your annual salary to a maximum of \$500,000.

HEALTH CARE COVERAGE

The surviving spouse and surviving dependent children are eligible for major medical health care coverage providing the employee had family health care benefits on the date of death.

For each eligible survivor, the survivor health benefits shall terminate as follows:

- 1) Surviving Spouse - the date of termination of health benefits for the surviving spouse shall be the earliest of the following dates:
 - a) the date of death of the surviving spouse
 - b) the date which is two years from the date of death of the insured employee

- 2) Surviving Children - the date of termination of health benefits for any surviving child shall be the earliest of the following dates:
- a) the date of death of such surviving child
 - b) the date on which such surviving child ceases to qualify as a dependent in accordance with the Definition section of the Group Policy
 - c) the date which is two years from the date of death of the insured employee.

OMERS

The OMERS plan provides a number of pre-retirement death benefits. These death benefits in order of entitlement are:

- a) Pension or refund to your widow or widower
- b) Pension to your children under age 21; or
- c) Refund to your beneficiary or estate

For further details please refer to your OMERS handbook.

5

HEALTH CARE COVERAGE

DEDUCTIBLE & CO-INSURANCE ON MAJOR MEDICAL PLAN

There is a \$25 (single), \$50 (family) deductible with the Major Medical Plan. The deductible does not apply to hospital or vision care benefits. Note that effective April 1, 2003, the deductible will not be applicable to prescription drug claims.

When your expenses exceed the deductible each calendar year, the Major Medical Plan pays 80% (co-insurance) of the incurred medical expense.

MAJOR MEDICAL PLAN

The major medical plan covers additional expenses once OHIP coverage is exhausted and various expenses NOT covered by OHIP.

These services are as follows:

- ▶ Doctor's services for emergency treatment received outside the Province of Ontario in excess of OHIP charges, but not exceeding the difference between the customary charge and the amount listed in the Provincial Medical Association fee schedule for Ontario.
- ▶ Out of hospital services of a registered nurse or registered nursing assistant (other than by members of your family) if the nursing care is ordered by a physician. (\$10,000 per calendar year).
- ▶ Physiotherapist's services (out of hospital for services provided by a non-OHIP participating clinic).
- ▶ Ambulance - emergency services only - for charges in excess of OHIP.
- ▶ Rental of standard wheelchair, hospital bed or iron lung.

- ▶ External breast prostheses - four per calendar year, and surgical brassieres - four per year to 100% of reasonable and customary charges incurred.
- ▶ Splints, trusses, braces, crutches, casts, artificial limbs, artificial eyes, and any other prosthetic device for a medical condition which has been arrested or corrected by surgery.
- ▶ Out of hospital treatment for accidental injuries to natural teeth, within six months after the accident and dental surgery for specific procedures.
- ▶ Treatment by X-ray, radium and radio-active isotopes.
- ▶ Oxygen and its administration.
- ▶ Blood and blood transfusions
- ▶ Wigs for cancer patients undergoing chemotherapy up to \$2,000 every three years.

PRESCRIPTION DRUGS

Drugs and medicines which, according to the Food and Drugs Act, Canada, require the written prescription of a doctor and which are dispensed by a licensed pharmacist (including fertility drugs, oral contraceptives and serums and vaccines when administered by your doctor). Eligible drugs will be reimbursed at 80%.

Effective April 1, 2003:

Drugs will be reimbursed at 80% for the first \$2,000 of eligible expenses per insured per year, thereafter reimbursement will be at 100%.

PARAMEDICAL SERVICE

Reasonable and customary charges necessarily incurred for services by an Osteopath, Chiropractor, Chiropodist, Podiatrist, Naturopath or a Christian Science Practitioner, up to but not exceeding \$480 (80% of \$600) per person in any one calendar year, per practitioner.

Note: The above expenses can be remitted to our plan each year once the maximum allowance for services is exhausted under OHIP. The details of the OHIP coverage are as follows:

Chiropractors

OHIP coverage is limited to a maximum of \$150 per year per person in total, including up to \$40 for x-rays. Benefits are paid on a per visit basis; part payment may be required from the patient. This part payment is regarded as extra billing and is not covered by our extended health (major medical) plan.

Osteopaths

For osteopathic services in an office, institution or home, OHIP coverage is limited to a maximum of \$155 per year per person including up to \$25 for x-rays. Benefits are paid on a per visit basis; part payment may be required from the patient. This part payment is regarded as extra billing and is not covered by our extended health (major medical) plan.

Chiropodists (Podiatrists)

OHIP coverage is limited to a maximum of \$135 per year per person for specified services. The total amount of x-ray services per insured person per year is \$30. If x-rays are not necessary, the \$30 benefit may not be used for other specified services. Benefits are paid on a per visit basis; part payment may be required from the patient. This part payment is regarded as extra billing and is not covered by our extended health (major medical) plan.

The above OHIP rates for chiropractors, osteopaths and chiropodists (podiatrists) are subject to change.

Services and Supplies Covered

Reasonable charges necessarily incurred by each insured person for the following services and supplies when prescribed by a physician or surgeon, up to but not exceeding \$375 for each item in any one calendar year unless otherwise specified:

- ▶ Out-of-hospital treatment of psychotherapy by a legally licensed psychologist up to but not exceeding \$480 (80% of \$600) per person in any one calendar year. (the intent of this benefit is normally for psychological assessment only and not for extended treatment). Physician's referral is not required.
- ▶ Out-of-hospital services of duly qualified speech therapists required for the correction of speech impairment up to but not exceeding \$480 (80% of \$600) per person in any one calendar year.
- ▶ Elastic support stockings not exceeding \$200 in any one calendar year.
- ▶ Orthopaedic shoes or boots, whether or not an integral part of a brace, up to but not exceeding two such pair in any one calendar year.
- ▶ Podiatric arch supports which are specifically designed and constructed for the employee or dependent, limited to two such pair in any one calendar year, to a total maximum of \$375.
- ▶ Custom-made shoes or boots or adjustments to stock item footwear to a total maximum of \$375 per calendar year.
- ▶ Hearing aids, obtained on a written prescription of a physician certified as an otolaryngologist, not exceeding maximum \$625 every three years.
- ▶ Orthopaedic back supports, \$375 per calendar year.
- ▶ Pregnancy. Benefits for expenses related to pregnancy are paid in the same way as they would for any other disability.
- ▶ Out-of-hospital services of a qualified massage therapist which is prescribed by a medical practitioner up to but not exceeding \$480 (80% of \$600) per person in any one calendar year.

Services Not Covered

In addition to the limitations outlined in General Limitations, the following services are **not** paid for by major medical insurance:

- ▶ Administration charges that a physician may bill in excess of OHIP
- ▶ Cosmetic surgery except to correct deformities resulting from illness or injury
- ▶ Eye and hearing tests (OHIP)
- ▶ Pregnancy tests (OHIP)
- ▶ Routine medical examinations (OHIP) Acupuncture
- ▶ Over the counter drugs, even if prescribed by a physician.

OUT-OF-PROVINCE COVERAGE

The Hospital and Major Medical parts of this plan provide coverage for expenses incurred outside your home province when:

- i) you or your dependent are temporarily out-of-province on business or vacation or for educational or training purposes and the expenses arise as a result of an emergency or unexpected sudden illness, or,
- ii) the required medical treatment is not readily available in your home province.
For hospital expenses only, if the medical treatment is readily available elsewhere in Canada but you seek treatment outside Canada, benefits will be limited to the reasonable and customary charges of the nearest Canadian medical centre equipped to provide the necessary treatment.

Before incurring any non-emergency expenses outside Canada, it is strongly suggested that you submit a treatment plan so Great West Life can let you know the amount payable before you incur the expense.

200

SEMI-PRIVATE HOSPITAL COVERAGE

Hospital expense benefits include the difference between the usual charges of the hospital concerned for semi-private and standard care.

- ▶ For confinement in an Intensive Care Unit, Great West Life pays the reasonable and customary charges.
- ▶ If you or one of your dependents are confined in a convalescent hospital, Great West Life pays up to the usual daily charge of the hospital concerned for semi-private convalescent care, as long as the confinement
 - i) is recommended by your doctor, and
 - ii) follows a three day confinement in a hospital as a registered bed patient and is for the same condition
- ▶ If you, or one of your dependents, require treatment as an out-patient, Great West Life pays the reasonable and customary charges incurred for services and supplies received for the treatment.
- ▶ Great West Life pays the reasonable and customary charges for other hospital services and supplies received during confinement as a registered bed-patient.
- ▶ Benefits for hospital confinement related to pregnancy are payable in the same way as they would be for any other disability.

Please Note: No benefits will be payable for a hospital confinement which started before your insurance became effective.

6

DENTAL PLAN

DEDUCTIBLE & CO-INSURANCE ON DENTAL PLAN

There is a \$25 (single), \$50 (family) deductible with the Dental Plan. The Dental Plan pays 100% of your expenses based on the prior year O.D.A. fee schedule (i.e., for 2003 calendar year, the 2002 O.D.A. fee schedule will be in effect).

Ontario Dental Association Fee Schedule

- a) The following services (I - IV) inclusive, each limited to twice in any calendar year:
- i) oral examination
 - ii) prophylaxis (the cleaning and scaling of teeth)
 - iii) bite-wing x-rays
 - iv) topical application of fluoride solutions

provided that, for each of the above services, a period of at least five consecutive months has elapsed since the last such service was rendered.

- b) Full mouth series of x-rays, provided that a period of at least 24 consecutive months has elapsed since the last such series of x-rays was performed.
- c) Extractions and alveolectomy at the time of tooth extractions.
- d) Amalgam, silicate, acrylic and composite restorations.
- e) Dental surgery.
- f) Diagnostic x-ray and laboratory procedures required in relation to dental surgery.
- g) General anaesthesia required in relation to dental surgery.
- h) Endodontic treatment (root canal).
- i) Periodontal treatment (gums).
- j) Necessary treatment for relief of dental pain.

- k) The cost of medication and its administration when performed by injection in the dentist's office.
- l) Space maintainers for missing primary teeth and habit-breaking appliances.
- m) Consultations required by the attending dentist.
- n) Re-lines and re-bases to existing dentures.

Effective April 1, 2003:

Services for crowns will be covered at 50% up to a maximum of \$1,500 per person per year.

EXCLUSIONS

In addition to the limitations outlined in the General Limitations Information (see Chapter 9), no benefits are paid for the following:

- ▶ cosmetic treatment, experimental treatment, dietary planning, oral hygiene instructions, plaque control, congenital or developmental malformation
- ▶ charges made by a dentist for broken appointments or for completion of claim forms required by Great West Life
- ▶ orthodontic treatment
- ▶ expense of caps, bridges, partial or complete dentures or denture replacement or repair, dental treatment involving the use of gold
- ▶ services or supplies rendered for full mouth reconstructions, for vertical dimension correction or for correction of temporomandibular joint dysfunction
- ▶ covered expenses for treatment of accidental injury to natural teeth completed more than twelve months after the accident.

VISIONCARE PLAN

The Visioncare Plan provides insurance protection for the cost of visioncare services or supplies rendered or prescribed by an Ophthalmologist, Optometrist or Optician.

COVEI



Visioncare pays 100% (no deductible) of reasonable and customary charges up to \$350 per insured person, in any 24 month period, for lenses and frames or contact lenses.

Effective January 1, 2004 the visioncare benefit will increase to \$375 per insured person. As with the Major Medical Plan, there is a Co-ordination of Benefits Provision in this Visioncare Plan.

- a) Prescription Lenses and Frames or Contact Lenses, including the cost of tinting, photograying and hardening of such lenses, up to \$350/24 months per insured.
 - i) prescribed lenses are first prescribed or when required by a change in prescription by an Ophthalmologist or Optometrist.
 - ii) eyeglasses which have been lost, stolen or broken, providing the individual has been insured for at least three years and at least three years has elapsed during which time the insured has not claimed any benefits for lenses and frames or contact lenses.
- b) Contact lenses selected instead of eyeglasses are covered up to the amount for lenses and frames (including tinting, photograying and hardening of such lenses).
- c) Contact lenses which are prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus (conical cornea) or aphakia, when visual acuity cannot be improved to at least 20/40 in the better eye by spectacle lenses, are covered for an additional amount of \$300 lifetime, per person.

Visual examinations (assessments) by Optometrists and Ophthalmologists, are paid by O.H.I.P. Any additional charges, i.e. administration charges that may be requested by the Ophthalmologist or Optometrist are not covered by the Visioncare Plan.

SERVICES NOT PAID FOR BY VISIONCARE INSURANCE

In addition to the limitations outlined in the General Limitations information (See Chapter 9), no benefits are paid for the following:

- ▶ eye tests or examinations required by an employer, school or government for screening purposes
- ▶ artificial eyes, sunglasses or safety glasses.



CO-ORDINATION OF BENEFITS

Some employees are entitled to benefits from both this plan and a dependent's group insurance plan. Should this type of duplication occur, the benefits under this plan will be co-ordinated so that the total benefits from all plans will not exceed the expenses actually incurred.

Health insurance exists to protect the subscriber from costly high care expenses. It is not intended as a means of making a profit. To profit from an illness or injury would destroy the value of cost containment and even the principal of health insurance itself.

The co-ordination of benefits provision in a health care program comes into play only when you are covered under your spouse's plan as well. The provision prevents duplicate payments for the same covered expense, thus helping to keep down the cost of health care.

This cost control is accomplished when two or more group health insurance carriers share the obligation of providing covered health care expenses incurred by a subscriber up to, but not more than, the actual dollar expense involved. In such instances, one carrier is always the **“primary carrier”** responsible for paying the full benefits under its contract. The other carrier, known as the **“secondary carrier”**, is responsible for paying any allowable expenses not paid by the primary carrier, up to a maximum of its contract obligations, but to repeat, not more than the total covered expenses incurred by the subscriber.

Administration of Co-ordination of Benefits

Before any benefits are paid, it must be determined which carrier is the “primary carrier”. Certain rules in the insurance industry establish this order of benefit determination:

- i) If one carrier does not include a Co-ordination of Benefit in its contract, and the other does, the carrier without a co-ordination of benefits provision will always be the primary and, consequently, will pay benefits first up to the full extent of its obligations.

- ii) A plan determines its benefits first if it covers the person as employee. If the person is covered as an employee under more than one plan, the plans are prioritized in the following order:
 - 1) the plan covering the employee as an active full-time employee
 - 2) the plan covering the employee as an active part-time employee
 - 3) the plan covering the employee as a retiree.

- iii) A plan is secondary if it covers the person as a dependent. If the person is covered as a dependent of more than one person, the plans are prioritized in the following order:
 - 1) the plan covering the person as a dependent spouse
 - 2) the plan covering the person as a dependent child of the parent with the earlier birthday in the calendar year
 - 3) the plan covering the person as a dependent child of the parent whose first name begins with the earlier letter in the alphabet, if both parents have the same birthday.

- iv) If the parents are separated or divorced, the plans under which benefits for the child are determined are prioritized in the following order:
 - 1) the plan of the parent with custody of the child
 - 2) the plan of the spouse of the parent with custody of the child
 - 3) the plan of the parent without custody of the child
 - 4) the plan of the spouse of the parent without custody of the child.

- v) In the case of dental accidents, dental plans are secondary to health plans with dental accident coverage.

- vi) Great West Life has a co-ordination of benefits provision. On the standard dental claim form, you will note that Part 3, Patient Information, question 5, requests this information; Part 1, Employee's Statement, question 4, of the Health Care expenses statement, and VISION CARE claim form, second part, question 4, as well.

Your health insurance does not cover Major Medical, Dental care and Visioncare services and supplies in the following situations:

- ▶ injury sustained while working for pay or profit other than with this employer
- ▶ illness or injury for which you and your dependents are covered under Workplace Safety & Insurance Board or similar program
- ▶ services received for confinement which is primarily for chronic or custodial care
- ▶ services received in a government hospital unless you are required to pay for such services
- ▶ services to which the patient is entitled without charge, or for which there would be no charge if there were no insurance
- ▶ services or portion thereof provided under any government sponsored hospital or medical care program
- ▶ aesthetic surgery (cosmetic surgery for beautification purposes)
- ▶ services furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits
- ▶ services received from a dental or medial department maintained by the employer, a mutual benefit association, labour union, trustee or similar type of group
- ▶ service, including part time or temporary service, in the armed forces of any country
- ▶ services required due to war (declared or undeclared), insurrection, or participation in a riot
- ▶ services required due to any intentional self-inflicted injury or disease, while sane or insane

10

TERMINATION OF INSURANCE

Your coverage terminates on the last day of the month in which your employment ends, or when you are no longer eligible, or the policy terminates, at age 65 or retirement whichever is earliest.

Your dependent's coverage terminates when your insurance terminates or your dependent no longer qualifies, whichever is earlier.

When your coverage terminates, you may be entitled to an extension of benefits under the plan. Your employer will provide you with details.

11

1 IT S **PENSION**

The Children's Aid Society participates in the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) which came into effect in this Agency on January 1, 1966. Pension benefits are based on two (2) percent of your highest sixty (60) consecutive month of contributory earnings times your credited service while a member of the Plan. For further information, please refer to your O.M.E.R.S. Handbook.

12

STATUTORY HOLIDAYS

The Agency observes ten (10) statutory holidays per year.

- ▶ Christmas Day
- ▶ Boxing Day
- ▶ New Year's Day
- ▶ Good Friday
- ▶ Easter Monday
- ▶ Victoria Day
- ▶ Canada Day
- ▶ Simcoe Day
- ▶ Labour Day
- ▶ Thanksgiving Day

13

VACATION

1. **Permanent Full Time Employees** who work the normal schedule of hours of work for their classification are entitled to four weeks vacation after one year of service. All permanent full time employees, in the calendar in which their 9th anniversary falls, shall 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. In the calendar year in which their 20th anniversary falls, these employees shall be entitled to an additional working day of vacation for each additional year of completed service, up to an aggregate of thirty (30) days per year.
2. **Permanent Full Time Employees who work more than twenty four (24) hours per week, but less than full time,** are entitled to four weeks vacation after one year of service, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification. All permanent full time employees, in the calendar year in which their 9th anniversary falls, shall be entitled to an additional working day of vacation for each additional year of completed service, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification, up to an aggregate of twenty-five (25) working days. In the calendar year in which their 20th anniversary falls, these employees shall be entitled to an additional work day of vacation for each additional year of completed service, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification, up to an aggregate of thirty (30) days per year.
3. **Permanent Part Time and Permanent Full Time Job Share Employees** who work 24 hours or less per week are entitled to four weeks vacation after one completed year of service, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification. All permanent part time and job sharing employees, in the calendar year in which their 9th anniversary falls, shall be entitled to **an** additional working day of vacation for each additional year of completed service, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification, up to an aggregate of twenty-five (25) working days. In the calendar year in which their 20th anniversary falls, these employees shall be entitled to an additional working day of vacation for each additional year of completed service, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification, up to an aggregate of thirty (30) days per year.

4. **Temporary Full Time, Temporary Part Time and Casual Employees** are entitled to receive vacation pay at 4% of their gross earnings.

14

PAID & UNPAID LEAVES

UNPAID LEAVE

Special circumstances may arise whereby an employee may wish a leave of absence without pay. Apart from unpaid leaves which are regulated by government legislation such as maternity, parental or adoption leave, each request for leave of absence will be considered on its individual merits and the needs of the Agency.

Requests for a leave of absence for more than thirty days should be submitted in writing, stating full details such as reason, length of time, date leaving and returning. The request will be forwarded to the Manager or Director concerned, who will pass the request on to the Director of Human Resources with appropriate comments and recommended action.

AUTHORIZED ABSENCE

1. **Permanent Full Time Employees** who work the normal schedule of hours of work for their classification, upon successful completion of probation, are entitled to a maximum of 6 working days per year for personal needs without loss of regular pay for time lost from regularly scheduled hours of work.
2. **Permanent Full Time Employees who work more than 24 hours per week but less than the normal schedule of hours of work for their classification,** upon successful completion of probation, are entitled to six (6) working days per year, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification, for personal needs without loss of regular pay for time lost from regularly scheduled hours of work.
3. **Permanent Part Time and Permanent Full Time Job Share Employees** who work 24 hours or less per week, upon successful completion of probation, are entitled to six (6) working days per year, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification for personal needs without loss of regular pay for time lost from regularly scheduled hours of work.

4. **Temporary Full Time Employees** who work the normal schedule of hours of work accrue hours equal to one working day every four (4) months for personal needs without loss of regular pay for time lost from regularly scheduled hours of work. Eligibility for this leave commences on the first of the month following four (4) months of employment.
5. **Temporary Part Time Employees** accrue hours equal to one working day every four (4) months pro-rated in the amount that their scheduled hours of work bears to the normal hours of **work** in that classification for personal needs without loss of regular pay for time lost from regularly scheduled hours of work. Eligibility for this leave commences on the first of the month following four (4) months of employment.

Please note: A maximum of 3 unused Authorized Absence Days may be carried forward into the following year.

15

SPECIAL LEAVE DAYS

1. Permanent Full Time Employees are entitled to three (3) Special Leave Days per year.
2. Permanent Part Time and Permanent Full Time Job Share Employee are entitled to three (3) Special Leave Days per year pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification.
3. Temporary Full Time Employees are entitled to one (1) Special Leave Day after every four (4) months of continuous employment.
4. Temporary Part Time Employees are entitled to one (1) Special Leave Day after every four (4) months of continuous employment, pro-rated in the amount that their scheduled hours of work bears to the normal hours of work in that classification.

Please Note: Special Leave Days for the current year are to be taken by the end of the first pay period in December. Special Leave Days not taken will be lost and not reinstated.

16

POINTS TO REMEMBER

CHANGE OF PERSONAL INFORMATION

If you have a change to report, e.g. name change, beneficiary change, change in family status, please notify the Human Resources Department as soon as possible, using a “Personal Change of Information” Form. Please specify which benefits you wish to change.

MATERNITY LEAVE

Please contact the Benefits Assistant at Human Resources at least two months prior to the commencement of a maternity leave in order to prepare the necessary documents.

LONG TERM DISABILITY CLAIMS

If you are away from work on sick leave for more than 60 calendar days, you will be contacted by the Accounting Department and asked to complete the L.T.D. forms. In order to alleviate anxiety and prevent unnecessary delays in processing your claim, completed forms must be returned as soon as possible. You should ensure that your doctor answers all of the questions on the Attending Physician Statement. Medical evidence will only be accepted from a specialist. If you have been attending a family doctor and specialist, then evidence from both doctors would be necessary. You must have medical evidence that covers your entire sick leave.

If there are any omissions on the physician’s statement, then the insurance company will require additional medical information from your doctor, or failing that, may ask you to attend a Manulife Financial appointed doctor which will further delay your claim.

If you return to work before Long Term Disability benefits are to commence (seventy-five [75] working days, one-hundred-five [105] calendar days of sick leave), then your completed forms will be returned to you.

SEMI-PRIVATE HOSPITAL CLAIMS

To claim for semi-private hospital charges, ask your hospital to complete a standard claim form, and submit claim forms to Great West Life.

DRUG and PARAMEDICAL CLAIMS

Please complete this claim form accordingly and submit to Great West Life.

DENTAL CLAIMS

Please take this claim form with you when you go for your dental appointment.

Part 1: To be completed by your dentist
Parts 2 & 3: Must be completed in full by the C.A.S.T. employee
(known as the insured).

VISION CARE CLAIMS

Please take this claim form with you when you have your prescription for eyeglasses, contact lenses done. Complete as required. **A part of this claim form has to be completed by the provider of materials (e.g. ophthalmologist, optometrist or optician).**

Please note: Each Residence Supervisor or Department Secretary has a supply of the Great West Life Standard Claim Forms (Dental, Health Care Expenses, VisionCare). Completed forms must be mailed to the following address:

**Great-West Life Assurance Company
Health & Dental Claims Centre
P.O. Box 3050
Winnipeg, Manitoba R3C 4E5**

**FYI: Claims received at P.O. 6400, Station Main
Winnipeg, Manitoba R3C 3A8 will be automatically
re-directed to the new address.**

*If you have any questions or comments regarding this
information, please contact the Compensation and Benefits Manager at
extension 2305 or the Benefits Assistant at extension 2302.*

218