

COLLECTIVE AGREEMENT

Between



And



Expires March 31, 2011

06287 (10)

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ARTICLE 1 - 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 ("**Employer**") 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 **Employer** 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 2 - RECOGNITION

- 2.01 The **Employer** recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the **Employer** 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 **administrative assistants**, **administrative assistants** to Executive Assistants, one full-time **administrative assistant** for each Director, **administrative assistants** to persons above those ranks and the **administrative assistant** 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 3 - RELATIONSHIP

- 3.01 The **Employer** 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 **Employer's** premises except as specifically permitted by this Agreement or in writing by the **Employer**. Notwithstanding the foregoing, the **Employer** will entertain requests for meetings conducted by the Union on the **Employer'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 **Employer** 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.
- 3.05 The Employer and the Union jointly affirm that every employee shall be entitled to a respectful workplace **and an environment free from psychological harassment which includes bullying**. The **Employer** and the Union agree to support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour. **Therefore, the Employer and the Union will not condone any inappropriate behaviour by any of their respective representatives or members that isolates, alienates or demeans any employee. The Employer and the Union will take every reasonable action to eliminate such behaviour.**

To clarify, the appropriate exercise of management functions and rights shall not give rise to a complaint under this article.

ARTICLE 4 - 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 **Employer** 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.
- (f) Casual employee means any employee who is engaged to work irregular intervals on an as needed basis and is scheduled twenty-four (24) or less hours per week **in accordance with Schedule "E"**. Casual employees have the option of accepting or declining work assignments at the time the assignments are offered.

ARTICLE 5 - 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 **Employer** 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 **Employer** provided that nothing herein shall prevent such employee from lodging a grievance with respect to such discipline or discharge.

ARTICLE 6 - MANAGEMENT FUNCTIONS

- 6.01 The Union acknowledges that it is the exclusive function of the **Employer** to:
 - (a) maintain order, discipline and efficiency;
 - (b) hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend, discharge (**a lesser standard applies to the discharge of probationary employees, including lack of suitability to the job**), or otherwise discipline employees provided that if any employee has been discharged or disciplined without just cause, 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 **Employer** 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 7 - REPRESENTATION

- 7.01 The Employer is not required to recognize more than thirty-five (35) 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 **Employer** will grant full-time leave of absence, without pay or **Employer** 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, during the term of the Agreement, the **Employer** will grant **either** half-time **or** full-time leave of absence without pay or benefits, to an employee elected or appointed as Chief Steward for Full-Time Employees of CUPE Local 2316. **The Local shall advise the employer on an annual basis of whether the position will be full or half time.** Such leave, if requested, shall commence within thirty (30) days 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.

- (c) 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 one (1) month in duration with the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay or **Employer** 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.
- (d) The **Employer** 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 **Employer** 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 **Employer** 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 **Employer'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 **Employer** 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 and wherever possible two (2) weeks 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. Each contract year the Union will be granted eighty (80) working days to be used for leaves of absence. Unused portions of the total leave of absence from one contract year may be carried over into the next contract year to a maximum of a total of one hundred (100) days in any contract year. If the Union and the **Employer** 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 **Employer** and the Union's written agreement to authorize such reimbursement to the **Employer** through whichever practice may be in place from time to time, the **Employer** 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 **Employer** agrees during the term of this Collective Agreement, to meet with a Committee of the Union comprised of not more than six (6) employees who shall be either employee representatives or Union executive members twice yearly. Should either party believe it necessary to meet more than twice, requests for meetings 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 **Employer** agrees that, following notice given under Article 45, duration of the Collective Agreement, to meet for the purpose of negotiations in accordance with Article 45.02. The **Employer**

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 **Employer** 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 **Employer**. 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 **Employer** 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 **Employer's** Branches or Departments, Residential and Day Treatment programs.

Notwithstanding the appointment of representatives by services as designated herein, the **Employer** 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 COMMUNICATION SYSTEMS

The **Employer** agrees during the term of this Collective Agreement to allow the Union to use the **Employer'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 **Employer** operations.

The Union agrees to forward a copy of all correspondence intended for general membership circulation, sent by the **Employer'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 **Employer** is of the view that the material is inappropriate the **Employer** 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 **Employer'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 Chief Steward, Full-time Workers will meet with the Director of Human Resources and/or the Executive Director to discuss the issue.

Further, the **Employer** 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 **Employer's** purging procedures.

ARTICLE 8 - 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 resolved as quickly as possible. It is understood that an employee has no grievance until s/he has first given his/her immediate supervisor the opportunity of resolving his/her complaint. If an employee has a complaint, s/he shall advise the supervisor that s/he 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 **Employer** 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 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 **Employer** shall make prior written request of the Union in the event that a supervisor requests the presence of a Human Resources Representative at a step #1 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 **Employer** 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. 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 **Employer** 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 **Employer** 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 **Employer**, 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 all steps in the Grievance and Arbitration process are considered as time worked, and treated and compensated as such except where the employee(s) have been terminated, laid off, or currently on suspension.
- 8.09** **The parties agree that in order to prevent an employee who is alleging harassment from having to present an oral complaint or grievance to a respondent, a grievance may be filed at the next step in the grievance procedure.**

ARTICLE 9 - 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 10 - SENIORITY

- 10.01 Seniority, for full-time employees, as referred to in this Agreement, shall mean length of continuous service with the **Employer**, 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 shall mean length of continuous service with the **Employer** and will accumulate on a prorated 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 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 **job levels up to and including level eight (8)** shall be on probation for a period of three (3) consecutive calendar months of active employment. **Employees in job level nine (9) and above** shall be on probation for a period of six (6) consecutive calendar months of active employment.

The **Employer** 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 **Employer** 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.

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

Administrative Support
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 **Employer**. 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer**. The **Employer** 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 **Employer** of such absence and providing a reason satisfactory to the **Employer**. The **Employer** 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 **Employer** shall maintain a seniority list for full-time employees showing the employee's name, date of hire, seniority group and current classification. The **Employer** 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 **Employer's** premises. The **Employer** shall also provide the Union with a seniority list identifying employees by geographical location and classification.

10.09 The **Employer** 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

16 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 **Employer**. 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 11 - 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 **Employer** will schedule employees to consecutive days of work and consecutive days off.

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.

- 11.04 (a) Where it has been mutually agreed between the **Employer** 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 **Employer** 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 **\$2.75** per hour for all hours on “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 **Employer** for permanent part-time employees, subject to the terms of this Agreement. The **Employer** 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.
- (c) **If a Residential Worker is required to work two (2) shifts in a row (a double shift), the Employer will undertake not to have the employee work the next shift of their schedule.**
- 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 **fifty four point five (54.5)** 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 pay period following:

Date of Ratification -	Increase by 3%
April 2009 -	Increase by 2%
October 2009 -	Increase by 1.25%
April 2010 -	Increase by 2%
October 2010 -	Increase by 1.5%

11.08 Any hours worked in excess of the normal workweek must be pre-approved by a Supervisor, except in the case of an emergency or when there is a requirement to complete an unexpected service responsibility. Where additional hours are worked in these situations, a Supervisor is to be advised as soon as possible. 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer'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 **Employer** will attempt to advise employees of required overtime as far in advance as may be practicable. The **Employer** will consider legitimate personal **reasons** 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 **Employer** will reimburse the employee for such expenses provided they are reasonable and the employee obtains supervisory approval, in writing if required, within five (5) working days following the date on which the expenses were incurred. Employees will be required to submit a receipt.
- 11.12 The **Employer** 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 **Employer** 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 **Employer** 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 **Employer** 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. **Before changing the scheduled hours, the Employer will consider personal reasons of the affected employee(s).** 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, s/he 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 s/he 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 **Employer** 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 **Employer** 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 **Employer** will provide the employee with a meal allowance to a maximum of **twenty** dollars (**\$20**). 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, s/he 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, s/he 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 s/he 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, s/he shall be paid at double his/her regular straight time hourly rate for all the hours worked on such second scheduled day off, provided s/he 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 prorated 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.

11.20 From time to time, the **Employer** may decide to provide camp programs for children. At the same time, the **Employer** recognizes that certain employees may, for legitimate personal reasons be unable to participate in such programs.

Where the **Employer** 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 detailed below in "A" and "B". To the extent that such conditions conflict with provisions of the Collective Agreement, the conditions stated in "A" and "B" 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.

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 **Employer**.

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.

ARTICLE 12 - 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 **Employer** 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 **Employer**. Membership, terms of reference, frequency and time of meetings and other details of the Committee's functioning will be subject to agreement between the **Employer** 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 **Employer** shall then advise the Union of those employees affected who may then exercise their displacement rights against employees in the same or lower classification, 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. **It is**

understood that displacement rights may be exercised on a bargaining wide basis. The **Employer** 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 **Employer** 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 **Employer** 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 **Employer** 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, prorated 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

Employer 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 **Employer** 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 **Employer** 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 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 **Employer** will continue to pay its share of benefits for employees who **are and remain** eligible for coverage under the **Employer'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 **Employer** and upon the **Employer** 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 **Employer** 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 s/he is President or Chief Steward of the Union shall be laid off for any reason.

ARTICLE 13 - UNION SECURITY

- 13.01 The **Employer** 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 **Employer** of any changes therein and such notification shall be the **Employer's** conclusive authority to make the deductions specified.
- 13.03 In consideration of the deducting and forwarding of Union dues by the **Employer**, the Union agrees to indemnify and save harmless the **Employer** against any claims or liabilities arising or resulting from the operation of this Article. Notwithstanding the foregoing, if the **Employer** fails or neglects to deduct the authorized Union dues, the **Employer** 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer** by the Union.
- 13.06
- (a) At the time of employment, the **Employer** shall provide the Union with the new employee's home address and home phone number.
 - (b) The **Employer** 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.

- 13.07 The Employer agrees to continue major medical, vision, dental and life insurance benefit coverage in the event of a legal strike or lockout. The cost of said coverage shall be reimbursed to the Employer by CUPE National. It is understood that should CUPE National for any reason fail to reimburse the Employer, the Employer may deduct these costs from the Local's dues.**

ARTICLE 14 - DISCHARGE AND DISCIPLINE

- 14.01 A claim by an employee that s/he has been unjustly discharged suspended with or without pay or laid off, (providing, in the case of discharge, where s/he 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 **Employer** 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 Employer will contact the Union to schedule such a meeting. The Employer will ascertain the Union's availability for such a meeting.** 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 **Employer** 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 **Employer's** action.
- 14.03 Such special grievance may be settled under the grievance or arbitration procedure by:
- (a) confirming the **Employer'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 **Employer** agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

ARTICLE 15 - LEAVE OF ABSENCE

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

15.02 (a) Pregnancy leave: The **Employer** 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 **Employer** 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.

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 **Employer** 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 on 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 is not eligible for pregnancy leave s/he 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 twelve (12) months. 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 **Employer** 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.

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 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.

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 "roll-over" 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 **Employer** 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 twenty-four (24) additional weeks effective January 1, 2006, **and effective the month following the date of ratification increasing to a maximum of twenty-six (26) 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 **this** 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.

As of January 1, 2009, the maximum shall increase to twenty-seven (27) weeks.

As of January 1, 2010, the maximum shall increase to twenty-eight (28) weeks.

- (d) i) Paid Birth/Parental/Adoption Days: (full-time employees) Any spouse not receiving pregnancy/ parental/adoption leave and 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 s/he makes the request in writing. Such leave of absence shall not exceed twelve (12) working days unless extended in writing by the **Employer**. 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 s/he makes their request in writing. Such leave of absence shall not exceed twelve (12) working days, prorated 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 **Employer**. Such leave shall begin within fifty-two (52) 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 may be granted at the **Employer's** discretion on request in writing a leave of absence for up to **twelve (12)** 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 may be granted at the **Employer's** discretion on request in writing a leave of absence for up to **twelve (12)** paid working days, prorated 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.

- (f) Reinstatement: Recognizing that the **Employer** exists to serve its clients and that service must be provided with as much continuity as possible, employees will be asked to advise the **Employer**, in writing, whether they intend to return to work on the expiration of such leaves or not. Employees who have advised the **Employer** 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 s/he would not return to work following his/her leave changes his/her mind, s/he must advise the **Employer** 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 s/he 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 s/he 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 **Employer** with a Certificate of Service signed by the Clerk of the Court and pays to the **Employer** any fee received for each day of absence.
- 15.04 The **Employer** 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 **Employer** 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 prorated based on regularly scheduled hours of work for permanent part-time employees.

- 15.05 Educational Leave:
- (a) Any employee who has completed at least two (2) years of continuous service with the **Employer shall be granted educational leave subject to advising the Director of Human Resources or his/her designate at least sixty (60) days prior to the commencement date of such leave.**

Should an **employee be on** educational leave, the employee's benefits and salary will be discontinued at the commencement of the leave and any remaining vacation entitlement will be paid to the employee. Seniority and service will continue to accrue, if such educational leave of absence has direct applicability to **Employer** 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.

- (b) During such leave the **Employer**, 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.
- (c) The employee will advise the **Employer**, 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 s/he 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 s/he 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 **Employer** 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 Bereavement Leave: In the event of the death of a member of the employee's family, the employee will be granted a leave of absence with pay for a reasonable length of time in order to grieve the death of the family member. Full time employees will be reimbursed for time lost from work for up to five (5) working days **at the time of the death of the family member.**

The term “member of an employee’s family” means a spouse, brother-in-law, sister-in-law, **aunt, uncle, niece, nephew**, child or parent, brother, sister, mother-in-law, father-in-law, grandparents, **grandchildren**, person “in loco parentis” or significant other. **Exceptions to the definition of “member of an employee’s family” may apply in extenuating circumstances by submitting a request to the Director.**

An employee is entitled to request additional time off, pursuant to Article 15.04.

Days are prorated based on regularly scheduled hours of work for permanent part-time employees.

15.08 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 **one (1)** years seniority with the **Employer** 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 **Employer**. 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 **Employer** 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 **Employer's** approval, the employee and the **Employer** 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer**.
- (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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer** 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 **Employer**, 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 **Employer** shall maintain the request and its approval as part of the **Employer** records.

When a request for withdrawal is approved, the **Employer** 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 **EMPLOYER** 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 **Employer** 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 **Employer** 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 **EMPLOYER**:

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.

15.09 COMPASSIONATE CARE LEAVE

The Employer shall grant a leave of absence to full-time and part-time employees who take time off to provide care for a gravely ill or a dying child, parent or spouse in accordance with Compassionate Care Benefit Program, Employment Insurance Act, effective January 4, 2004.

COMPASSIONATE CARE TOP UP

If an employee who is on Compassionate Care Leave as provided under this Article and provides proof that he/she has been approved for employment insurance benefits pursuant to the Employment Insurance Act and the amount of E.I. benefits received is less than the employee's normal salary, the Employer agrees to pay the seventy (70%) of an employee's normal salary for the two-week waiting period and the difference between the amount of E.I. benefits

received and seventy percent (70%) of the employee's normal salary, for the time that the employee continues to receive E.I. benefits up to a maximum of six (6) weeks.

ARTICLE 16 - JOB POSTINGS

- 16.01 It is the policy of the **Employer** 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 **Employer'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 **Employer**. The **Employer** agrees not to refer prospective new employees to a hiring supervisor or department head until all internal applications have been fully processed. The **Employer** 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 **Employer** 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 **Employer'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 (**excluding** Maternity leave) need not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the **Employer** which include the temporary reassignment of any employee. Vacancies exceeding ninety (90) calendar days will be posted and the **Employer** 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 **Employer** 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 **Employer** 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 **Employer** may consider any other applicants and where, in the **Employer'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 **Employer** agrees that where a vacancy within the bargaining unit has been posted and the vacancy is subsequently filled, all applicants will be advised in writing 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 **Employer** 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 **Employer** 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 **Employer** agrees not to administer this Article arbitrarily, discriminatorily or in bad faith.

ARTICLE 17 - QUALIFICATIONS

- 17.01 It is understood that if staffing qualification guidelines are established by **Employer or by** the Ministry of Children and Youth Services **which are** adopted by the **Employer**, and, as a result, there are employees who do not meet the qualification guidelines for the bargaining unit job they are performing, the **Employer** will **deem** them qualified for that position and for similar positions in the same level in their seniority group.

- 17.02** There will be no requirement for any bargaining unit member to become a member of a College unless required by law.
- 17.03** Where legislation requires employees to become members of a College, employee(s) will be granted paid time off from their regularly scheduled hours to write any necessary exams.
- 17.04** Where the Employer is required to make a mandatory report to a College relating to an employee, a copy of the report shall be immediately forwarded to the employee and the Union.

ARTICLE 18 - STAFF TRAINING AND DEVELOPMENT

- 18.01** It is the intent of the **Employer** 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 **Employer** 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 **Employer**, 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 **Employer's** own training program, and the necessary funds are available, the Director may authorize attendance by the employee. The **Employer** recognizes that pre-retirement education is an appropriate training subject to be dealt with under this section.
- 18.04** In such cases the **Employer** may pay registration and/or conference fees, and when the conference, workshop or seminar is held in another city, the **Employer** 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 19 - 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 **Employer** 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 **Employer** 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 **Employer** business including driving to assigned duties away from his/her accustomed work location s/he shall be paid a travel reimbursement in the amount of **forty-six cents (46¢)** per kilometre effective the month following ratification. Effective April 1, 2009 this travel allowance will be increased to **forty-seven cents (47¢)** per kilometre. Effective April 1, 2010, this travel allowance will be increased to **forty-eight cents (48¢)** per kilometre.

It is understood and agreed that employees authorized to use their personal cars on the **Employer's** business shall disclose work related usage to their personal insurance carrier and maintain appropriate property and liability insurance in an amount not less than one million dollars (\$1,000,000). The **Employer** agrees to pay the employee a flat amount of **thirty-two dollars (\$32)** per month effective the month following date of ratification, increasing to **thirty-four dollars (\$34)** per month effective April 1, 2009 and increasing to **thirty-five dollars (\$35)** per month effective April 1, 2010 for provision of required insurance. This amount is to be shown on the monthly travel account for payment in accordance with the normal practice of the **Employer**. Employees shall be paid this car insurance subsidy on a monthly basis, regardless of whether mileage is claimed.

In the event that employees are absent from work, the **Employer** will continue to reimburse those employees who were authorized to use their personal cars on the **Employer's** business, as above for a period of ninety (90) days following the initial date of absence.

All claims for travel and insurance reimbursements must be submitted for payment to the claimant's supervisor no later than two months following the budget year in which the expense was incurred.

Employees who are required as a part of their regular duties to transport infants and toddlers in their own cars, must provide a bolt for attachment of the infant and toddler seats. In these circumstances, the Employer shall reimburse the employee for the

cost of seat bolt installation and make infant and toddler seats available for employees.

- 19.03 The **Employer** 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, **employees authorized to use their vehicles on approved Society business shall be reimbursed for the cost of public parking. Employees shall provide receipts. Exceptions to the provision of a receipt will be considered by the Employer and will not be unreasonably denied.**
- 19.04 Should an employee's car be damaged or vandalized in the normal course of his/her duties, the **Employer** 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 **one thousand two hundred and fifty dollars (\$1,250)**, provided the employee advised her/his supervisor within forty-eight (48) hours of the incident and the resulting damage, and provided the employee supplies the **Employer** with information regarding his/her comprehensive car insurance and proof that s/he has submitted an insurance claim or proof of the repair and the cost thereof. The **Employer** 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 **Employer** 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.
- 19.06 Employees authorized to use their personal vehicles for the Employer's business shall be reimbursed for toll charges upon provision of appropriate documentation.**

ARTICLE 20 - 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 **Employer** shall take into consideration other than purely physical illnesses such as severe stress, anxiety or psychological exhaustion resulting directly from an

employee's performance of job duties.

- (a) Sick leave shall accumulate on the basis of one and one-half (1 1/2) days per calendar month of active employment for all full-time employees covered by this Collective Agreement to a maximum accumulation of one hundred (100) working days regardless of service.

Sick leave shall accumulate on the basis of one and one-half (1 1/2) days per calendar month of active employment on a prorated for all permanent part-time employees covered by this Collective Agreement to a maximum accumulation of one hundred (100) working days on a prorated 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, prorated 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 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 **Long Term Disability**, 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 **Long Term Disability Plan**.
- (f) 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

prorated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification; such proration shall apply only to the rate of accumulation.

- ii) Permanent part-time employees shall be entitled to sick leave in accordance with all of the foregoing provisions prorated in the proportion that their regularly scheduled hours of work bear to the full-time hours of work for employees in their classification; such proration shall apply 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 proration 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 **Employer** 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 **of three (3) consecutive days or more, or if reasonably justified in the case of absences that are less than three (3) consecutive days**. Employees will co-operate reasonably in agreeing to the release of any pertinent medical information.

Should the **Employer** require an employee to obtain a medical certificate, the **Employer** shall reimburse the employee for the cost of the medical certificate.

20.02 The **Employer** shall forward to the Union any employees' portion of the UI Premium Reduction Program rebate from Human Resources Development Canada.

ARTICLE 21 - 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. Days are prorated 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.

Effective June 2007 all full-time and permanent part-time employees shall, in the calendar year in which their sixteenth (16th) anniversary falls, be entitled to an additional working day of vacation for each additional year of service up to an aggregate of thirty (30) working days.

It is understood that the days are prorated for permanent part-time employees.

- 21.03 Temporary employees shall be entitled to six percent (6%) 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 prorated 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 **Employer** for a period in excess of one (1) month on any qualifying year (June 1st to May 31st) shall have his/her vacation pay prorated, 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 **Employer** taking into consideration the wishes of the employee and service requirements, it being understood that no vacation shall be scheduled during the **probationary period for full-time employees, or during the first three (3) months of employment for part-time employees.** Notwithstanding the foregoing, the **Employer** 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 In termination of employment prior to the completion of the probationary period an employee shall receive **six percent (6%)** 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 **Employer**, 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 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, Article 15.07, on application from the employee to his/her supervisor, credit will be restored to a maximum of five (5) vacation days in accordance with that entitlement. Application will also be considered for special circumstances and such applications shall be made to the Director of Human Resources.

ARTICLE 22 - TEMPORARY, CASUAL OR CONTRACT EMPLOYEES

Full-time Employees

- 22.01 It is recognized that, from time to time the **Employer** 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 16 of this Agreement, the **Employer** agrees to credit them with actual seniority accrued during such temporary, or contract employment, following which all of the provisions of Article 10 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 21, 27 and 30 shall have no application. They shall be entitled to vacation pay calculated in an amount equivalent to six percent (6%) of their gross earnings. 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 **Employer** 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 **Employer** 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 **Employer** 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 16 of this Agreement, the **Employer** agrees to credit them with actual seniority accrued during such temporary employment, following which all of the provisions of Article 10 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 21, 27 and 30 shall have no application. They shall be entitled to vacation pay calculated in an amount equivalent to six percent (6%) of their gross earnings. They shall be entitled to earn one (1) special leave day with regular pay after each four (4) continuous months worked on a prorated 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 prorated 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 **Employer** 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 prorated basis.

22.06 The **Employer** agrees to provide the Union on a bi-monthly 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 23 - JOB SHARING – FULL-TIME EMPLOYEES

23.01 (a) Preamble – Job Share

- i) Each job sharing arrangement will replace one full-time bargaining unit position. The job will be split into two (2) half-time positions.
- ii) Job sharing will be limited to one (1) bargaining unit position per team or supervisor unless otherwise agreed to by the parties.
- iii) Employees shall commit to the job sharing arrangement for a minimum of six (6) months.

(b) Process

When a worker wishes to job share their position the following shall apply:

- i) The employee must make a written request to their supervisor. The **Employer** must be in agreement with the request. The **Employer** shall render its decision within four (4) weeks of the request. For job sharing requests to be considered, the worker's ability to coordinate workload shall be taken into account.
- ii) The **Employer** shall post internally the job share position in accordance with Article 16.
- iii) If there are no successful internal applicants the **Employer** may hire externally to fill the job share position.

(c) Seniority, Conditions of Work, Remuneration and Benefits

- i) Workers involved in job-sharing arrangements shall continue to be members of the full-time bargaining unit covered by the full-time Collective Agreement as modified by this job sharing agreement.
- ii) Seniority, service and benefits shall be prorated for all purposes during the job sharing period.
- iii) Union dues shall be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.

- iv) All fringe benefits will continue to be made available to employees who job share subject to insurance eligibility rules. However, the **Employer** shall 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 shall be made by payroll deductions. Written authorization from such employees for the payroll deduction of premium payments must be provided to the **Employer** as a condition precedent to their participation in the fringe benefit program.
- v) Benefit levels (i.e., Accidental Death and Dismemberment, OMERS, Life Insurance and Long Term Disability) shall be related to the gross income of the job sharing employee.
- vi) Hours and days of work and specifics of job duties shall be as established by the Supervisor in accordance with service needs from time to time.
- vii) The **Employer** shall 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.
- vii) Overtime for job sharing employees shall be considered as authorized hours worked in excess of the normal workweek for the full-time position and shall be compensated for as prescribed by Article 11.08 of the Collective Agreement. Overtime compensation shall be shared by the job sharing employee in the same proportion as the overtime is worked by them and in no event shall 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.

(d) Termination by Employees

- i) The job sharing arrangement may be terminated with one (1) month's written notice at the request of either employee.
- ii) If the original holder of the position terminates the job share arrangement they shall be reassigned to that position on a full-time basis and the employee who posted into the position

shall be transferred to a comparable position within the **Employer**.

- iii) If the employee who posted into the job share terminates the job share arrangement they shall be transferred into a comparable position within the **Employer**. The original holder of the position may revert to the position full-time, or, should they choose to continue with the job share arrangement, Article 23.01 (b) ii) and iii) shall apply.

The **Employer** shall advise the Union on an ongoing basis of all Job Shares which have commenced or discontinued under the terms of this Agreement.

ARTICLE 24 - DENTAL PLAN

24.01 The **Employer** 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 **Employer** shall be prorated 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.

This Plan will provide coverage at the current year O.D.A. rate effective thirty (30) days following date of ratification.

The **Employer** agrees to enhance the dental plan to include coverage for crowns, bridges and dentures. Reimbursement will be at fifty percent (50%) to an annual combined maximum of **two thousand four hundred and fifty dollars (\$2,450)** effective the end of the month following date of ratification. **Effective April 1, 2009 the maximum shall be increased to two thousand five hundred and fifty dollars (\$2,550). Effective April 1, 2010 the maximum shall be increased to two thousand six hundred and fifty dollars (\$2,650).**

The **Employer** agrees to include orthodontic treatment. Reimbursement will be at 50% to a life time maximum of **two thousand four hundred and fifty dollars (\$2,450)** effective the end of the month following date of ratification. **Effective April 1, 2009 the maximum shall be increased to two thousand five hundred and fifty dollars (\$2,550). Effective April 1, 2010 the maximum shall be increased to two thousand six hundred**

and fifty dollars (\$2,650).

ARTICLE 25 - MAJOR MEDICAL BENEFIT PLAN

25.01 The **Employer** 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 **Employer** shall be prorated 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 **Employer** agrees to the provision of a pay direct prescription drug card for employees and eligible dependants with no annual deductible with reimbursement at eighty per cent (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 (\$2000) per insured per calendar year. It is agreed that the employee or their eligible dependants will use their pay direct prescription drug card at the time of purchase provided the drug dispenser accepts the card.

ARTICLE 26 - VISION CARE

26.01 Effective the first of the month following the date of ratification, the **Employer** 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 four hundred and seventy-five dollars (\$475) every twenty-four (24) months per insured. **This coverage is inclusive of prescription eyeglasses, laser eye surgery and/or prescription contact lenses. Effective April 1, 2009 the coverage shall be increased to \$500. Effective April 1, 2010 the coverage shall be increased to \$525.**

Effective date of ratification, employees shall be eligible for reimbursement of expenses for eye examinations up to \$80 every twenty-four (24) months per insured.

Premiums payable by the **Employer** shall be prorated 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 27 - PENSION PLAN

27.01 The **Employer** 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 **Employer** 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 28 - LIFE INSURANCE

28.01 The **Employer** 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 (2½) times the annual salary subject to the terms and conditions of the life insurance plan.

ARTICLE 29 – EMPLOYER HEALTH TAX

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

ARTICLE 30 - LONG TERM DISABILITY PLAN

30.01 (a) The **Employer** 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 **Employer** shall be prorated 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 **Employer**. 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 31 - LONG SERVICE BONUS

31.01 The **Employer** agrees to pay a Long Service Bonus of **five hundred and seventy-five** dollars (\$575) (prorated 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. Effective **April 1, 2009**, the **Employer** agrees to pay a Long Service Bonus of **six hundred** dollars (\$600) (prorated for permanent part-time employees) as a salary bonus for workers 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.

It is understood that all permanent full-time and permanent part-time employees who attained the required amount of years of service prior to year end December 31st who retire or voluntarily terminate their employment with the **Employer** during the year will receive on a one time basis only, the Long Service Bonus in the amount as outlined above, on a prorated basis, minus statutory deductions. For permanent full-time employees, the bonus will be prorated by the number of completed months of service during the calendar year; for permanent part-time employees, the bonus will be prorated by the number of completed months of service during the calendar year as well as the proration of hours worked during the week.

ARTICLE 32- BENEFITS FOR EARLY RETIREES

32.01 The **Employer** agrees to provide coverage to retirees for the benefits provided in Article 25, Major Medical Benefit Plan; Article 24, the Dental Plan; and Article 26, the Vision Care Plan of the Collective Agreement, subject to the following provisions:

- (a) the **Employer** will pay for the cost of the above benefits based on the following formula: the percent of premium paid would be two (2) times the employee's years of service with the **Employer** 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 **Employer** shall be prorated 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 33 - PAID HOLIDAYS

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

New Years Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

33.02 Full-time employees shall be additionally entitled to **four (4)** special leave days, prorated for part-time employees. 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 **Employer** 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 **Employer**.

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 **Employer** 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 **Pursuant to Article 33.02 and in recognition of the diversity of the workforce**, employees shall be entitled to five (5) consecutive days off, **inclusive of three (3) allotted special leave days. These days may be taken at a time important to the employee subject to the Employer's ability to maintain necessary service coverage.**

ARTICLE 34 - BULLETIN BOARDS

34.01 The Union shall have reasonable access to bulletin boards throughout the premises of the **Employer** 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 **Employer** retains the right to approve any material posted herein.

ARTICLE 35 - T4 SLIPS

- 35.01 The **Employer** 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 **Employer**.

ARTICLE 36 - EMPLOYEE PROTECTION

- 36.01 The **Employer** 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 **Employer** 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 **Employer's** liability insurance policy.
 - (c) Where an employee is subject to an **investigation or** discipline hearing before any administrative tribunal or disciplinary body external to the **Employer** for conduct alleged to have occurred in the course of his/her authorized duties providing child welfare services, the **Employer** will pay the reasonable costs for legal representation, **including preparation** up to a limit of **ten thousand** dollars (**\$10,000**) 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 **Employer** will pay the reasonable costs for legal representation up to a limit of **ten thousand** dollars (\$10,000) per occurrence, provided that such money shall be repaid in the event the employee is convicted.

The employee **shall be entitled to a solicitor of their own choice, provided the solicitor is a member of the Bar.**

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

The **Employer** agrees that in situations where criminal charges have been laid against an employee and on review the **Employer** is satisfied that the employee has carried out the **Employer'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 **continue to accrue seniority and service and 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 37 - ACCESS TO PERSONNEL FILES

37.01 The **Employer** agrees to provide written evaluations of employees after completing their probationary period and annually thereafter, which shall be solely for the purposes of development of the employee concerned. Failure to receive the evaluation shall be grievable. The content of such evaluations shall not be grievable. 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 Disciplinary and non-disciplinary letters shall **be removed from** an employee's personnel file **after** eighteen (18) months **provided there are no further disciplinary actions of a similar nature.**
- 37.04 **Copies of any disciplinary letters will be forwarded to the Union as soon as practicable.**

ARTICLE 38 - 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 39 - VOLUNTEERS

- 39.01 The **Employer** and the Union value the contributions of Volunteers towards the goals of the **Employer** and agree that Volunteers will not cause any reduction in hours to regular full-time or permanent part-time employees.
- This Article shall in no way alter, modify, reduce or fetter the ability of the **Employer** to exercise its rights under Article 6.01.
- 39.02 The **Employer** will provide the Union with a list of all Agency volunteer functions on a semi-annual basis.

ARTICLE 40 - HEALTH AND SAFETY

- 40.01
- (a) The **Employer** will employ sound theory and practices in its efforts to promote employee health and safety and will give thorough consideration to methods of operation, including the determination of relevant policy and procedures, which support employee health and safety.
 - (b) All staff of the **Employer** undertake, collectively and individually, to maintain appropriate standards of health and safety and to comply with all relevant laws, rules, regulations, policies and procedures.
 - (c) The **Employer** will give thorough consideration to the development

and implementation of appropriate staff training and development to promote employee health and safety.

- (d) The **Employer's** training for members of the Joint Health and Safety Committees shall be paid for by the **Employer** and considered as time worked.
- (e) The **Employer** and the Union agree that they mutually desire to maintain standards of safety and health in the **Employer** in order to prevent accidents, injury and illness.
- (f) Recognizing its responsibilities under the applicable legislation, the **Employer** agrees to establish a Central Joint Health and Safety Committee composed of both Co-chairs of all local Joint Health and Safety Committees.
- (g) The **Employer** 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) **Employer** representatives. The two (2) Union members shall be appointed by the Union from among the bargaining unit members.
- (h) 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.
- (i) 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.
- (j) The **Employer** 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.
- (k) 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 **Employer** and Union representatives on the

Committee.

- (l) 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 **Employer** in accordance with the Health and Safety Act.
- (m) 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.
- (n) The **Employer** 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.

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 **Employer**.

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 **his/her** Supervisor **or** 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.
- (i) Such a plan may include, but not be limited to co-teaming with another employee
 - (ii) **Such a plan for Internal Resources may include, but not be limited to the need for additional staff**

If the plan involves co-teaming the Supervisor or Duty Supervisor will identify and direct another person to co-team with the employee. Employees must be accompanied when a safety risk has been identified.

Safety risks may be the result of, but not limited to recent random violence in the area, recent evidence of drug dealing, evidence of active mental health concerns with the client, client with a criminal record (in the past five (5) years) for violent offences, **history or violent behaviour and/or threats made by a client.**

Where a Supervisor or Duty Supervisor is aware that a client poses a safety risk, as defined above, the Supervisor will advise the worker of the safety risk and discuss a safety plan in accordance with this Article.

40.05 WORKPLACE AGGRESSION AND VIOLENCE

While recognizing the **Employer's** legal responsibility to ensure that service needs are met, the **Employer** also recognizes that the safety of its employees is of primary importance. The **Employer** shall initiate measures in order to reduce the potential for experiencing aggression and/or violence within the workplace.

For the purpose of this article workplace aggression and violence means the attempted, threatened or actual conduct of a client that causes or is likely to cause injury, and includes any threatening statement or behaviour that gives a worker reasonable cause to believe that individuals are at risk of injury. Workplace aggression and violence includes the application of force, threats with or without weapons, verbal abuse and harassment.

In the event that an act of workplace aggression and/or violence as defined above occurs the following shall be considered (but not limited to) by the Director, Supervisor and employee:

- **Transfer of the file or the worker**
- **The need for additional staff support**
- **Temporary reassignment of current workload to someone not involved in the incident**
- **Referral and access to Peer Support or other crisis related counselling. Time spent in Peer Support will be considered time worked.**
- **Accompaniment to the hospital and/or home**

Compensation for damage, repair and/or replacement resulting from an act of workplace aggression and/or violence will be provided for items worn or carried by the employee for reasonable costs, up to a maximum of \$1,250 upon provision of a receipt.

All incidents as defined above will be reported to the Joint Central Health and Safety Committee. The Joint Central Health and Safety Committee shall identify issues related to workplace violence and aggression and shall make recommendations regarding policy, training and/or other remedies to the Employer.

The Employer recognizes that employees shall be prepared to acknowledge clients' concerns and responses and to take proactive steps accordingly to engage clients. Violence, personal intimidation or threats of violence will not be tolerated. Clients who resort to such behaviours compromise their ability, at least temporarily, to receive service on a collaborative basis from the Society. Acts of violence and/or aggression towards employees by a client or any member of the public are unacceptable and will result in corrective actions to protect employees and may include, but not be limited to, changes in service provision and the consideration of criminal charges.

Any time spent in criminal court as a result of workplace violence and/or aggression will be considered time worked.

The **Employer** shall provide mandatory training in procedures for handling potentially violent situations.

The **Employer** agrees to provide debriefing and post-traumatic stress counselling for individuals who have been exposed to violence or aggression in the workplace (including secondary trauma and vicarious trauma).

40.06 ERGONOMICS

The Employer agrees to provide information and training where appropriate to employees regarding ergonomically safe work practices, equipment and furniture.

When further assistance is required and supported by medical documentation the Employer agrees to made reasonable accommodations where possible and will seek expert consultation as required.

The Employer will take into account ergonomic features when there is a need to purchase equipment or furniture or whenever the physical workplace environment is being re-designed.

40.07 EMERGENCY CONTROL OF HAZARD

When emergency action is required to control or eliminate a hazard

that is dangerous to the safety or health of workers, only those trained in the appropriate type of response will be asked to control or eliminate the hazard.

ARTICLE 41 – TECHNOLOGICAL CHANGE

41.01 The **Employer** agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to the introduction of significant technological changes which may have an affect on bargaining unit employees.

By the same token, if the **Employer** 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 **Employer** will provide the Union with information as to the nature of the changes, the date on which the **Employer** 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 **Employer**, 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 **Employer**, shall be considered as time worked.

ARTICLE 42 – 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, s/he 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 s/he will retain his/her current salary.
- 42.03 (a) **If a new job is established by the Employer, the Joint Job Evaluation Committee will evaluate the job.**

In circumstances where it is impossible for either party to convene the Joint Job Evaluation Committee, or a rating cannot be agreed upon prior to the posting of a newly created job, the Employer will set the initial wage rate. It is agreed that the newly created job will be reviewed by the Joint Job Evaluation Committee no later than three (3) months after the date that the new job is posted, unless otherwise agreed.

Any increase in rate of pay resulting from such a review shall be retroactive to the start date(s) of the employee(s) in the new position. In the event that the rate of pay decreases, any decrease shall not apply to present incumbents. If the parties are unable to agree upon the rate of pay, the procedure set out in Article 42.04 shall apply.

At the request of either party, all newly created jobs shall be re-reviewed by the Joint Job Evaluation Committee within twelve (12) months of the start date of the new job. Any increase in rate of pay resulting from such a review shall be retroactive to the start of the new job. In the event that the rate of pay decreases, any decrease shall not apply to present incumbents. If the parties are unable to agree upon the rate of pay, the procedure set out in Article 42.04 shall apply.

- (b) **Where the duties and responsibilities of an employee's job are changed by the Employer in a substantive manner, so that a job is no longer properly classified and the rate should be changed, either the employee or the Employer may request that the job be reviewed by the Joint Job Evaluation Committee. Any such request must be made within six (6) months of the changes to the duties and responsibilities being made by the Employer. The job will be**

reviewed by the Joint Job Evaluation Committee no later than three (3) months after the request. It is understood that the cumulative effect of small changes may result in change “in a substantive manner”.

Any increase in rate of pay resulting from such a review shall be retroactive to the date that the request was made which resulted in a re-classification. In the event that the rate of pay decreases, any decrease shall not apply to present incumbents. If the parties are unable to agree upon the rate of pay under a changed **job** as referred to above, the procedure set out in Article 42.04 shall apply with the appropriate changes.

No job will be reviewed under section (b) more than once every twelve (12) months.

- 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 **Employer** agrees that should the Ministry of Children and Youth Services provide additional funding which is specifically designated to increase salaries, the **Employer** will first meet with the Union to discuss the increases. The **Employer** will increase the salaries as designated on the first pay period following written confirmation from the Ministry of Children and Youth Services of the funds to be provided to the Children's Aid Society of Toronto to increase specific salaries.
- 42.06 The **Employer** 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.
- 42.07 **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 four (4) 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, which ever is greater.**

Should an employee be required to perform the primary duties of a lower paid classification, they shall maintain their own wage rate.

ARTICLE 43 – WORKLOAD

43.01 The **Employer** 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 **Employer** recognizes that the keys to achieving this goal are the employees. The **Employer** and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee. The **Employer** further recognizes that the issue of workload is of serious concern to bargaining unit members, as it is to the **Employer**. The **Employer** recognizes its role in the management of workload on an ongoing basis.

The **Employer** and the Union acknowledge that workload can fluctuate, and should be reviewed on an ongoing basis with the goal of fair, reasonable and **equitable** distribution of workload. **The Society acknowledges the important role the Union plays in identifying workload issues.**

43.02 The **Employer** 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 **Employer** 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 **Employer** acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review.

The **Employer** 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 **Employer**, the needs of the branch, individual skill level and experience, current workload and anticipated workload fluctuations.

The following are some of the factors that shall be taken into **consideration prior to** assigning cases and/or work **or assessing workload**:

1. individual and team workload
2. number of cases before the court
3. number of high risk cases
4. status of individual recording
5. leaves of absence including vacation and prolonged illnesses
6. complexity of cases
7. **high profile or contentious cases**
8. number of supervised visits
9. amount of required driving
10. team coverage issues beyond the norm
11. linguistic skills
12. field instruction expectations
13. introduction of new technology and systems
14. worker's attendance at training
15. mentoring new staff
16. number of workers on the team
17. number of reports received full investigation not required and other assignments
18. **other employment related duties or assignments**
19. **additional administrative duties**
20. **committee work expectations**
21. **work pursuant to the Collective Agreement**
22. **initial assessment for Kinship Service or Care Placements**

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

Supervisors shall be responsible for ensuring appropriate coverage for (including, but not limited to): access visits, recordings, client visits, plan of care meetings, court appearances, required home visits, back-up days, etc. during working absences.

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 **Employer** 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 **Employer** further agrees that **supervisors and employees will work together to schedule protected time for employees to complete case documentation and/or work.** Such **protected days** 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.

Workload Assessment Process

An employee's supervisor will conduct a workload review within three (3) working days when an individual worker reaches within two (2) cases/homes/files of the cap or if a worker indicates that his/her workload is unreasonable.

Workload reviews shall include the following:

- **Identifying the factors contributing to the workload issues, including but not limited to those factors listed above;**
- **Identifying steps and initiating action to reduce the current and future identified workload pressures;**
- **The supervisor will meet with the employee. Any proposed actions will be put in writing;**
- **If the employee is not satisfied that the workload issues have been resolved, the supervisor will refer the matter to the appropriate Director. The Director will provide a written response to both the supervisor and the employee within five (5) working days.**
- **The Director will also forward a non identifying summary of this review to the Joint Workload Committee. This summary will include the employee's job title, location, main reason for the workload assessment request and the Director's response to such request.**

The Employer shall, on a monthly basis, forward to the Union a list of all bargaining unit case carrying employees and the total number of cases assigned, including a breakdown of the number of children's files and family files.

ARTICLE 44- COPIES OF AGREEMENT

44.01 The Union and the **Employer** 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 **Employer**.

ARTICLE 45 - DURATION

45.01 This agreement shall remain in full force and effect until the 31st day of March, 2011, 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.

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 **EMPLOYER** 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 - AS OF JUNE 2007

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 15 Years	16 th Year	17 th Year	18 th Year	19 th Year	20 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 1.67 days for each completed month of employment.
 Note 3: Vacation days for permanent part-time employees are prorated.

SCHEDULE "A"CLASSIFICATIONS BY SENIORITY GROUPINGJOB CLASSIFICATIONSENIORITY GROUP 1 - ADMINISTRATIVE SUPPORT

Administrative Support	Level 5
Administrative Support	Level 6
Administrative Support	Level 7
Administrative Support	Level 8

SENIORITY GROUP 2 – CHILD WELFARE WORKERS

Child Welfare Worker	Level 10
Child Welfare Worker	Level 11
Child Welfare Worker	Level 12

SENIORITY GROUP 3 - CHILD AND YOUTH WORK

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

SENIORITY GROUP 4 - GENERAL SERVICES

Maintenance	Level 7
Maintenance	Level 8

SENIORITY GROUP 5 - SPECIALIZED & OTHERS

Specialized Worker	Level 6
Specialized Worker	Level 7
Specialized Worker	Level 8
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- Administrative Support
Seniority Group 2- Child Welfare Workers
Seniority Group 3- Child & Youth Worker II & 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 APRIL 2008

AS A RESULT OF 3% 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>
04								
05	36,878	38,354	39,888	41,353				
06	39,376	40,951	42,589	44,290				
07	42,707	44,294	45,939	47,662	49,440			
08	47,858	49,569	51,340	53,187	55,105			
09	53,728	55,503	57,360	59,281	61,285			
10	55,909	57,778	59,728	61,758	63,860			
11	60,672	62,662	64,728	66,883	69,118	71,442		
12	63,424	65,530*	68,225	71,038	73,977	76,984		
12**	66,789	69,485	72,298	75,236	78,244	80,832		

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

Casual Residential and Day Treatment:
 Without Child & Youth Worker Diploma: 19.61 per hour
 With Child & Youth Worker Diploma: 23.77 per hour

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 15.08 exceeds three (3) calendar months, the **Employer** 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 APRIL 2009

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>
04								
05	37,616	39,121	40,686	42,180				
06	40,164	41,770	43,441	45,176				
07	43,561	45,180	46,858	48,615	50,429			
08	48,815	50,560	52,367	54,251	56,207			
09	54,803	56,613	58,507	60,467	62,511			
10	57,027	58,934	60,923	62,993	65,137			
11	61,885	63,915	66,023	68,221	70,500	72,871		
12	64,692	66,841*	69,590	72,459	75,457	78,524		
12**	68,125	70,875	73,744	76,741	79,809	82,449		

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

Casual Residential and Day Treatment:
 Without Child & Youth Worker Diploma: 20.00 per hour
 With Child & Youth Worker Diploma: 24.25 per hour

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 15.08 exceeds three (3) calendar months, the **Employer** 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 OCTOBER 2009

AS A RESULT OF 1.25% 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>
04								
05	38,086	39,610	41,195	42,707				
06	40,666	42,292	43,984	45,741				
07	44,106	45,745	47,444	49,223	51,059			
08	49,425	51,192	53,022	54,929	56,910			
09	55,488	57,321	59,238	61,223	63,292			
10	57,740	59,671	61,685	63,780	65,951			
11	62,659	64,714	66,848	69,074	71,381	73,782		
12	65,501	67,677	70,460	73,365	76,400	79,506		
12**	68,977	71,761	74,666	77,700	80,807	83,480		

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

Casual Residential and Day Treatment:
Without Child & Youth Worker Diploma: 20.25 per hour
With Child & Youth Worker Diploma: 24.55 per hour

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 15.08 exceeds three (3) calendar months, the **Employer** 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 APRIL 2010

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>
04								
05	38,848	40,402	42,019	43,561				
06	41,479	43,138	44,864	46,656				
07	44,988	46,660	48,393	50,207	52,080			
08	50,414	52,216	54,082	56,028	58,048			
09	56,598	58,467	60,423	62,447	64,558			
10	58,895	60,864	62,919	65,056	67,270			
11	63,912	66,008	68,185	70,455	72,809	75,258		
12	66,811	69,031*	71,869	74,832	77,928	81,096		
12**	70,357	73,196	76,159	79,254	82,423	85,150		

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

Casual Residential and Day Treatment:
Without Child & Youth Worker Diploma: 20.66 per hour
With Child & Youth Worker Diploma: 25.04 per hour

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 15.08 exceeds three (3) calendar months, the **Employer** 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 OCTOBER 2010

AS A RESULT OF 1.5% 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>
04								
05	39,431	41,008	42,649	44,214				
06	42,101	43,785	45,537	47,356				
07	45,663	47,360	49,119	50,960	52,861			
08	51,170	52,999	54,893	56,868	58,919			
09	57,447	59,344	61,329	63,384	65,526			
10	59,778	61,777	63,863	66,032	68,279			
11	64,871	66,998	69,208	71,512	73,901	76,387		
12	67,813	70,066	72,947	75,954	79,097	82,312		
12**	71,412	74,294	77,301	80,443	83,659	86,427		

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

Casual Residential and Day Treatment:
Without Child & Youth Worker Diploma: 20.97 per hour
With Child & Youth Worker Diploma: 25.42 per hour

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 15.08 exceeds three (3) calendar months, the **Employer** 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 1	Purpose
Article 2	Recognition
Article 3	Relationship
Article 5	No Strike and No Lockout
Article 6	Management Function
Article 7	Representation
Article 8	Grievance Procedure
Article 9	Arbitration
Article 13	Union Security
Article 14	Discharge and Discipline
Article 16	Job Posting
Article 17	Qualifications
Article 29	Employer Health Tax
Article 34	Bulletin Boards
Article 35	T4 Slips
Article 36	Employee Protection
Article 37	Access to Personnel Files
Article 40	Health and Safety
Article 42.03	Wages and Classifications
Article 42.04	
Article 44	Copies of the Collective Agreement
Article 45	Duration

Letter of Understanding - Employee Assistance Programme

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

Letter of Intent - Optional Benefits (For Casual Employees)

Letter of Understanding - Internal Resources - Casual Postings

Letter of Understanding - Union Representatives on Board Committee

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) **The Employer will provide to the Union on a bi-weekly basis a list of all Residential/ Day Treatment casual workers who worked more than twenty-four (24) hours per week. The list shall include the number of hours worked and the reason(s) for working those additional hours.**
- (f) 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 **Employer** 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 **Employer** 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.

- (g) There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime and other premium payments.
- (h) 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.
- (i) From time to time, the **Employer** may decide to provide camp programs for children. At the same time, the **Employer** recognizes that certain employees may, for legitimate personal reasons be unable to participate in such programs.

Where the **Employer** 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 detailed below in "A" and "B". To the extent that such conditions conflict with provisions of the Collective Agreement, the conditions stated in "A" and "B" 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.

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 **Employer**.

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.

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.
 - iii) Upon return to work from receiving worker's compensation or any other insurance provided for in relation to an injury or illness incurred during employment with the Employer, casual employees will be credited with seniority hours based on the average hours worked during the twenty-six (26) week period prior to the absence or the average hours actually worked if less than twenty-six (26) weeks prior to the related absence.

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 **Employer** 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 **Employer** of such absence and providing a reason satisfactory to the **Employer**. The **Employer** 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.
 - (d) The **Employer** 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 **Employer'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 **Employer** 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 **Employer** 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 **in writing** of the problem areas and of expectations and time limits for improvements. **Reasonable supports will be provided when determined appropriate to assist in achieving the(se) goals.**

If a meeting is required, the employee will be paid for time spent in the meeting.

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 make written request of such transfer to their program supervisor. Transfers will be considered by the Residential/Day Treatment Program supervisors. Such requests will not be unreasonably denied.
- (b) The **Employer** 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 16 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 **Employer**. 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 **shift** will be paid four (4) hours at **the regular rate of pay for the shift cancelled**.

In the event that two or three shifts scheduled for consecutive days have been cancelled with less than twenty-four (24) hours notice for the first shift, then casual employees will be paid four (4) hours at the regular rate of pay for the first shift cancelled and two (2) hours at the regular rate of pay for each subsequent shift cancelled up to a maximum of eight (8) hours combined.

Before payment considerations are made, the Employer will endeavour to offer the employee alternative work assignments during the days when the employee had previously been scheduled to work by considering the appropriateness of the program assignment. It is understood that these work assignments may not be at the same time or location as previously scheduled. At such point as alternative work is offered, payment as stated in the above paragraph shall cease.

In the event that three non-consecutive shifts have been cancelled within one week, the Employer will endeavour to offer the employee alternative work assignments during the days when the employee had previously been scheduled to work by considering the appropriateness of the program assignment. It is understood that these work assignments may not be at the same time or location as previously scheduled. There shall be no entitlement to payments unless already provided for above.

- (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 six percent (6%) 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, **Family 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 **Employer** with a Certificate of Service signed by the Clerk of the Court and pays to the **Employer** 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 prorated 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 training. It is understood that the **Employer** will determine required 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 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 unable to provide his/her own transportation, the **Employer** will either provide transportation or reimburse the employee for the costs upon submission of proof of transportation costs satisfactory to the **Employer**.

8. TRANSPORTATION

- (a) Casual employees shall not be required or allowed to use their own vehicles for **Employer** business.

- (b) Should an employee's car be damaged or otherwise vandalized in the normal course of his/her duties, the **Employer** 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 **one thousand two hundred and fifty** dollars (\$1,250), provided the employee advised her/his supervisor within forty-eight (48) hours of the incident and the resulting damage, and provided the employee supplies the **Employer** with information regarding his/her comprehensive car insurance and proof that s/he has submitted an insurance claim or proof of the repair and the cost thereof. The **Employer** may require estimates for the costs of repair of the damage.

9. PENSION PLAN

The **Employer** 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 **Employer** 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. 2000,

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 six percent (6%) first full pay following date of ratification of gross earnings added to their pay in lieu of benefits.

In the event that a casual employee has completed his/her probation and is assigned to a second or any other additional temporary contract of three (3) months or more, the Employer shall waive the waiting period for the subsequent assignments within that same twenty-four month period for the purpose of dental, major medical and vision care 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.

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 **Employer** 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 **Employer** which may have affect on bargaining unit employees.

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

LETTER OF UNDERSTANDING

RE: ARTICLE 12.01

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

The **Employer** 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 **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR 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 **Employer** also acknowledges that it is important to consider staff preferences when determining their work location.

Wherever possible, when the **Employer** 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 **Employer** that doing so compromises team balance or unless service needs dictate otherwise.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING

GUIDELINES RESPECTING THE ADMINISTRATION OF ARTICLE 21.10

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

The **Employer** 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 **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF INTENT

AMALGAMATION RESTRUCTURING OR RE-ORGANIZATION OF THE AGENCY

The **Employer** 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 **Employer** which may have affect on bargaining unit employees.

By the same token, if the **Employer** is considering any restructuring; re-organization, full or partial amalgamation of the **Employer** 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 **Employer** will provide the Union with information as to the nature of the changes, the date on which the **Employer** 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 **Employer**.

Any bargaining unit employee who has his/her position rendered redundant as a result of restructuring; re-organization, full or partial amalgamation of the **Employer**, 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 **Employer**, 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 **Employer**, bargaining unit employees directly impacted by this change shall be provided with training deemed necessary by the **Employer**.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING**RE: BENEFITS FOR EMPLOYEES AGED 65 AND OVER**

Effective date of ratification, employees aged 65 and over shall receive the following:

1. **Permanent full-time employees shall continue to receive dental, major medical, and vision care benefits in accordance with articles 24, 25 and 26 of the collective agreement.**
2. **Permanent part-time employees may elect to receive dental, major medical and vision care benefits in accordance with articles 24, 25 and 26 of the collective agreement.**

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF UNDERSTANDING**REGARDING BILL 76**

Prior to implementing, as a condition of employment with the **Employer**, the requirement for employees to be affiliated with any professional body, or hold and maintain any license (save and except a drivers' license), the **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING**RE: CASUAL COMMITTEE**

The Employer and the Union agree to establish a committee to review and assess the scheduling of casual employees within Internal Resources.

This committee will consist of three (3) members representing the Employer and three (3) members representing the Union.

This committee will meet and make recommendations related to scheduling requirements in accordance with Schedule "E". These recommendations will be submitted to the Executive Team within nine (9) months from the date of ratification for review and possible approval. The Executive Team will provide a formal response within (45) working days. Should a recommendation not be approved, the reasons for that decision will be provided to the Committee and the Committee will revisit the issues that led to the recommendation.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

CELL PHONES

The **Employer** agrees to reimburse employees who purchase their own cell phones and use them in the normal course of their duties for **Employer** business while in the community at a rate of \$30 per month upon proof of activation for the month claimed at work during the month. **Effective the first date of the month following ratification, the monthly amount shall be increased to \$45 per month. Effective April 1, 2009 the monthly amount shall be increased to \$50 per month.** The monthly subsidy can be claimed as long as the phone is activated even though it is not used for business during that month.

In the event that employees are absent from work, the **Employer** will continue to reimburse those employees who had purchased their own cell phone and have used them in the normal course of duties for a period of sixty (60) days following the initial date of absence.

The **Employer** will not monitor usage of the phone.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING**Re: CRITICAL INCIDENTS**

The Employer and the Union will meet within three (3) months from the date of ratification to develop guidelines for responding to service delivery related critical incidents (i.e. client deaths and cases with significant media/ministry attention). This Workgroup will be comprised of three (3) Union and three (3) Management members.

The Workgroup will consult key stakeholders during the course of their work.

This Workgroup will conclude once guidelines and an implementation plan have been developed.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

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

The **Employer** 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 **Employer** 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.

The Committee shall have a mandate to evaluate the programme and make recommendations.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING**EMPLOYEES NOT REGULARLY SCHEDULED TO WORK EACH WEEK
(e.g. CAP/ SAP Coordinators)**

The Employer and the Union agree that the scheduling of certain individuals, including CAP / SAP Coordinators, is unique as they are not regularly scheduled to work each work week. As a result, the following exceptions shall apply to their benefit entitlements:

Employees may elect to receive 15% of their gross earnings on a bi-weekly basis in lieu of vacation, special leave, authorized absences and Statutory holidays.

Should any other positions be created that are not considered casual but are not regularly scheduled to work each work week, this Letter of Understanding shall also apply.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

RE: EMPLOYMENT EQUITY

The Employer and the Union recognize that there are barriers to full participation in employment for certain groups within our community. **The parties recognize that an Employment Equity program can serve to eliminate systemic barriers for certain groups including but not necessarily limited to: women, persons with disabilities, Aboriginal Peoples, and persons from racialized groups. As a result, the parties agree that the Employer shall:**

- **Actively recruit and hire people from designated groups that are under-represented in the Society;**
- **Provide training to employees that will sensitize and educate them to identify and confront their own biases and the biases of society;**
- **Implement the Anti-oppression, Anti-racism policy.**

In addition, the parties agree to the following:

- 1. The Employer agrees to include two (2) Union representatives on the current Bridging Diversity Committee;**
- 2. The Union will have one (1) representative on the Anti-Oppression, Anti-Racism Steering Committee;**
- 3. Copies of the employment systems review pertaining to bargaining unit positions will be provided to the Union. The Employer and the Union will meet to develop recommendations for eliminating any identified barriers.**

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

FLEET VEHICLE SAFETY KITS

The **Employer** endeavours to maintain the following items in each of the **Employer** fleet vehicles. Please note that the items may change in the event that **Employer** identifies other items to be superior.

- Flashlight
- Blanket
- "Call Police" sign
- Sand
- Shovel
- Safety flare
- Windshield washer fluid
- Windshield brush/scrapper
- Jumper cables
- First aid kit

It is understood by the parties that employees who drive the vehicles are responsible for reporting any items that require refurbishing or replacement to the employee responsible for the fleet vehicle sign out in their branch.

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject of a grievance arbitration process. This letter no way infringes upon the responsibilities of the Health and Safety Committee.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING

INTERNAL RESOURCES - CASUAL POSTINGS

Notwithstanding Article 16.02, the **Employer** shall post casual Child and Youth Worker Assistant positions on an on-going basis.

Employees bidding on these casual job vacancies must make application in writing to the Human Resources Department. Applicants must include the Branch or Residential location/s where they are available for work.

Once the **Employer** has identified a casual vacancy, the **Employer** will consider all internal applications for the identified job classification and location received at least fourteen (14) days prior to the date upon which the vacancy was identified.

Applications for these casual vacancies will be kept on file for six (6) months from the date of receipt in the Human Resources Department.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING
INTERNATIONAL RECRUITMENT

The Union agrees during the term of this Agreement that where the **Employer** is making application to any Government Agency allowing for the recruitment and employment of foreign workers and the **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING
JOB SECURITY

The **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

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 **Employer** 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 **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF UNDERSTANDING**LONG TERM DISABILITY**

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

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

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

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 **Employer** submits a detailed itemized bill which indicates the charges in question.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF UNDERSTANDING

MODIFIED RETURN TO WORK PROGRAM

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

The **Employer** 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 **Employer** shall notify the Union 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 Workers' Compensation (W.S.I.B.) benefits) and those on LTD.

The **Employer** agrees to supply the Union with a copy of the Workers' Compensation Board (W.S.I.B.) Form 7 ("Employer's Report & Accidental Injury or Industrial Disease") at the same time as the form is sent to the Board.

Prior to any bargaining unit employee returning on a modified work program, the **Employer** will notify the Union and the matter will be reviewed at the return to work meeting.

Mandate

The purpose of the meeting is to review the employment possibilities of these employees and to identify positions to which these employees could return, with or without modification(s).

Operation

During its deliberations, the Committee will consider the employee's ability to return to work, their work limitations as determined by medical information and other expert opinions and will identify work areas that could accommodate the employee's capabilities.

Process

- (a) Employees shall be accommodated in the following manner and sequence:
- (i) the employee shall be returned to his/her own position, with or without modification.
 - (ii) a suitable vacant position at the same level and classification, with or without modification.
 - (iii) a suitable vacant position at a different level and classification and the

- (iv) employee has the necessary qualification, with or without modification. where a suitable vacant position is not available the **Employer** must comply with the duty to accommodate up to undue hardship.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING**Re: NEW WORKER TRAINING PROGRAM**

In cases where a new worker has previous child protection experience in a jurisdiction other than Ontario, an assessment will be done with the new worker in consultation with training to determine his/her needs and develop an individual training plan for attendance at training sessions as well as mentoring. The Supervisor and employee will consult with training, as appropriate.

Dated at Toronto, Ontario this 21st day of August, 2008.

LETTER OF UNDERSTANDING
NOTIFICATION OF POLICY CHANGES

Notwithstanding and without prejudice to any other Article in the Collective Agreement, the **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF INTENT
OPTIONAL BENEFITS

It is understood that it is the **Employer's** obligation under this letter to provide employees the opportunity to participate in the benefits set out herein and that the **Employer** 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 **Employer** shall provide benefits coverage for Voluntary Hepatitis B serum.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF INTENT
OPTIONAL BENEFITS
(For Casual Employees)

It is understood that it is the **Employer's** obligation under this letter to provide employees the opportunity to participate in the benefits set out herein and that the **Employer** 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.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF UNDERSTANDING

Re: Policy on Workplace Violence and Aggression

The Employer is committed to the safety and wellbeing of all employees. The Employer agrees to develop a policy on Workplace Violence. The Employer will consult with the Union on the development and implementation of this policy.

The Employer will give serious consideration to any and all concerns the Union may raise with regard to this policy. The policy and an implementation plan will be developed within nine (9) months of the date of ratification.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

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 **Employer** which could be performed by bargaining unit employees who are or would otherwise be laid off.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING**SOCIAL WORK AND SOCIAL SERVICES WORK ACT, 1997 and
PSYCHOTHERAPY ACT, 2007**

The parties agree to continue to examine the legislation and the implications specifically as it relates both to employers and employees in child welfare. The Society agrees during the term of this Collective Agreement to meet and discuss with the Union issues arising from the proclamation of the Social Work and Social Services Work Act, 1998 and the Psychotherapy Act, 2007.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF UNDERSTANDING**STUDENT FUNDING**

The Union agrees during the term of this Agreement that where the **Employer** is making application to any funding organization for additional monies in support of student employment initiatives and the **Employer** 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING AND AUTHORIZATION

TERMS OF UNION PRESIDENT'S and CHIEF STEWARD FOR FULL-TIME EMPLOYEES LEAVE

The **Employer** 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 **Employer's** group life and health insurance plans during his or her term of office on condition that CUPE Local 2316 reimburses the **Employer** 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 **and the Chief Steward for Full-Time Employees** of Local 2316 will not receive any benefits additional to those provided for in the Collective Agreement.

The following conditions, agreed to by the **Employer** 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 **Employer**, 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 **Employer**, 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 to replace the President **and/or the Chief Steward for Full-Time Employees** due to either an illness or a leave of absence, in excess of one (1) month, the employee(s) seconded by the Union to the Union President's **or the Chief Steward for Full-Time Employees** position shall have the right to return to the position held prior to the secondment.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING

UNION REPRESENTATION ON BOARD COMMITTEES

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

Policy and Advocacy 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 **Employer** 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 21st day of August 2008.

FOR THE **EMPLOYER**

FOR THE UNION

LETTER OF UNDERSTANDING

WORKING FROM HOME

It is understood that this letter provides guidelines for working at home. This Letter of Understanding, with the exception of principle number two shall not be the subject matter of a grievance or arbitration.

The following are the principles and criteria to be considered as part of the discussion between workers and their supervisor:

PRINCIPLES

1. Working at home will not affect employees' current workspace arrangements.
2. It is understood that no worker shall work at home for more than, on average, four (4) days per month over the course of a year.
3. Working at home should not interfere with service. Employees will pre-arrange days to work at home with their supervisors and discuss the arrangement with their team if repetitive in nature.
4. Working at home will not create additional costs for the employer or the employee. The employer will provide access to a limited number of mobile computers on a short term sign-out basis to complete stand-alone application on MS Word until such applications are available on-line.
5. Supervisors and employees will make sure that adequate communication takes place to ensure effective service to clients. It is understood that when working at home the employee may be contacted at home to discuss or to be assigned work.
6. It is expected that employees will discuss work accomplished with their supervisors as part of supervision, as necessary.
7. Supervisors need to establish parameters with employees who are working at home to ensure that work does not infringe on the employees' personal lives or that employees' personal lives do not infringe on their work.
8. Employees do not work at home when it would be more appropriate to access time off such as sick time. Workers must call in to state that they are unable to work on that day.
9. The supervisor, at the request of the duty worker, will determine employees' responsibilities for their existing caseloads that need an immediate response.

Supervisors will make their decision to approve a request by a worker to work

at home based on the following objective criteria:

CRITERIA

- No probationary employee will be allowed to work at home, except under exceptional circumstances.
- The employee must obtain the supervisor's approval.
- The job must be considered suitable for working at home.
- The employee has demonstrated a willingness and ability to work effectively on his/her own.
- The supervisor will take into consideration the needs of the employee and service needs when approving working at home arrangements.
- Attendance at team meetings and supervisory meetings remains an expectation.
- Employees will take all necessary precautions to ensure confidentiality of information.

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF UNDERSTANDING

WORKLOAD REVIEW

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 Union/Management and Union/Management Executive meetings.
2. Joint Workload Committee
 - a. The purpose of the Joint Workload Committee is to make recommendations to the Executive Team on ways and means to address workload issue(s) related to **bargaining unit** employees. **Factors to be considered include but are not limited to funding, training, Ministry standards and guidelines, agency standards, policies and procedures and legislative changes. The Joint Workload Committee will report to the Executive Team on a quarterly basis or as requested by either party.**
 - b. **The Joint Workload Committee shall forward issues to the Executive Team where resolution of the issue is beyond the scope of the Joint Committee. Such referral(s) may be with or without recommendations.**
 - c. The Executive Team will provide a formal response within **thirty (30)** working days to the **Joint** Workload Committee recommendations. Should a recommendation made to the Executive Team not be implemented, the reasons for that decision will be provided to the Joint Workload Committee, and the Joint Workload Committee will revisit the issues that led to the recommendation.
 - d. The Joint Workload Committee will be comprised of four representatives from CUPE Local 2316 and four representatives from the Society's Management. **Given the key focus of the Joint Workload Committee is to effectively address issues related to caseloads and/or workloads, the parties commit to appoint representatives with a working knowledge of caseload/workload issues.** The Joint Committee shall be chaired by a Management or Union representative on an alternating basis.
 - e. **The Joint Workload Committee may also consider a review of systemic workload issues referred to it by the Executive Union/Management committee. In this circumstance the Joint Workload Committee will be able to review workload issues with any**

staff they deem appropriate for the purposes of acquiring sufficient knowledge of the issue in order to make recommendations.

- f. **The Joint Workload Committee will also review non identifying summaries completed by a Director as set out in the Workload Assessment process as defined below.**
- g. 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 as time worked.
- h. **The Joint Workload Committee may meet on a monthly basis but at a minimum shall meet on a quarterly basis.**

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

Dated at Toronto, Ontario this 21st day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT
TARGET CASELOAD RANGE

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

- Intake - 8 to 10 new investigations per month
- Family Service -14 to 16 **cases**
- Children's Service -16 to 18 **cases**
- **Child and Youth Services** – 16 to 18 **cases**
- **High Risk Infant Nurse** – 10 to 12 **cases**
- **Foster Care Resource Worker** – 18 to 20 **homes**
- **Kinship Service Worker** – 20 to 24 **homes**
- **Law Clerk** – 100 to 120 **files**

New hires requiring the New Worker Training Program (Family Service, Children's Service and **Child and Youth Services**)

- 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 prorated 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 21st day of August, 2008.

FOR THE **EMPLOYER**

FOR THE **UNION**

LETTER OF UNDERSTANDING

WORKLOAD – CASELOAD CAP OF INDIVIDUAL WORKERS

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

- Intake - **14** new investigations per month
- Family Service – **20 cases**
- Children's Service – **22 cases**
- **Child and Youth Services – 22 cases**
- **High Risk Infant Nurse – 15 new cases/month and no more than 25 cases at one time**
- **Foster Care Resource Workers – 28 homes**
- **Kinship Service Worker – 28 homes**
- **Law Clerk – 130 files at month end**

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.

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 21st day of August, 2008.

FOR THE **EMPLOYER**

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 **Employer** 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 **Employer** 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 **Employer** shall continue to pay the employee full pay and benefits of the Agreement providing the **Employer** is in agreement that the illness or injury is work related. Should the **Employer** not support the illness or injury as work related, the employee will be placed on sick leave following W.S.I.B.'s 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 service and 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 **Employer** 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 **Employer**.
4. The **Employer** 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 s/he 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 21st day of August, 2008.

FOR THE **EMPLOYER**

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, Ontario this 21st day of August, 2008.

FOR THE EMPLOYER

FOR THE UNION

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