

**Collective Agreement**

**between**

**Catholic Children's Aid Society of Toronto**

**and**

**CUPE Local 2190**

**Begins:  
04/01/2002**

**Terminates:  
03/31/2004**

**06288 (10)**

**CATHOLIC CHILDREN'S AID SOCIETY & CUPE LOCAL 2190**  
**COLLECTIVE AGREEMENT APRIL 2002 – MARCH 2004**

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01: Purpose

- 01.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Society and its employees, and to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages; for all employees who are subject to the provisions of this Agreement and further, subject to the fulfilling of the objectives of the Society, to give service to the public in accordance with and representative of the published "Mission" statement and "We Value" statement of the Society, in compliance with the **provisions** of the Child and Family Services Act. It is recognized by this Agreement to be the duty of the Society and its employees to co-operate fully, individually and collectively for the advancement of the said conditions.

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02: Recognition

- 02.01 The Society recognizes the Local as the sole and exclusive bargaining agent for:  
All persons employed by the Catholic Children's Aid Society of Toronto, save and except:  
Supervisors, persons above the rank of Supervisor, administrative support staff, drivers,  
maintenance staff, housekeepers, homemakers, and students employed during the school  
vacation periods.
- 02.02 The term "Supervisor", shall be deemed to include Team Supervisor, Supervisor, Midland  
Receiving Home, Supervisor of Volunteer Services and Co-ordinator.
- 02.03 The "probationary employee" shall be deemed to mean any employee who is appointed on a  
trial basis and works for a period not to exceed six (6) calendar months and who has no  
seniority rights during his/her probationary period.
- 02.04 The term "full-time employee" shall be deemed to mean any employee who is regularly  
employed by the Society on the basis of full-time hours. For the purposes of this clause,  
full-time hours shall be deemed to mean full-time hours as defined by Articles and 31.02(a)  
and 32.01(a).
- 02.05 The term "regular part-time employee" shall be deemed to mean any employee who is  
regularly scheduled by the Society and who regularly works less than full-time hours per  
week. Health and Welfare benefits shall be provided in accordance with Article 37.06 and  
37.08.
- 02.06 The term "casual part-time employee" shall be deemed to mean any employee who is  
scheduled by the Society on an as needed basis and who generally works less than full-time  
hours. Health and Welfare benefits shall be provided in accordance with Article 37.06 and  
37.08.
- 02.07 The "Emergency After Hours Worker" shall be deemed to mean any employee who is hired  
for the purpose of handling emergency situations outside the normal office hours.
- 02.08 The term "Temporary Employee" shall be deemed to mean any employee who is hired for a  
specific term or task and who fills a permanent position temporarily vacated in accordance  
with 17.02 or as an interim measure while in the recruitment for the position is in progress  
pursuant to 17.03.
- 02.09 The "Contract person" shall be deemed to mean any individual who provides services to  
clients and is retained for the purposes of:
- specific project of non-recurring kind, or
  - a project where outside funding is received to support an initiative of the Society; and
  - who is under a contract with a specified termination date not to exceed 24 months and  
pursuant to Article 36.

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**03: Discrimination/Harassment**

- 03.01 The Society and the Local agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Local or because of his/her activity or lack of activity in the local.
- 03.02 The Society and the Union recognize and uphold the inherent dignity, worth and rights of each individual. The Society and the Union undertake to pursue equality; freedom from adverse discrimination and harassment; and, to pursue the removal of all barriers to equal opportunity. Further, the Society undertakes to ensure a respectful workplace environment pursuant to the following: the Society and the Local agree that there shall be no harassment/discrimination in the workplace in accordance with the Ontario Human Rights Code and the prohibited grounds identified in the Code.
- 03.03 The Society and the Local are committed to the objective of equity in the workplace. The Society and the Local have a joint role in monitoring the implementation of both the Equity and Employment Equity policies.
- 03.04 All references to the male gender in this Agreement shall be read as applying to the female gender where the context would apply.
- 03.05 It is the intention of the Society to maintain its practice of not discriminating against individuals in relation to their individual and respective religious beliefs and/or creeds. This practice includes the right of the Society to give preferential consideration to Roman Catholic individuals.

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04: Relationship

- 4.01 The parties hereto mutually agree that any employee of the Society covered by this Agreement may become a member of the Local if he/she wishes to do so, and may refrain from becoming a member of the Local if he/she so desires.
- 4.02 The Society agrees to deduct Union dues prescribed by the Local from all employees in the bargaining unit, and to remit these to the Secretary Treasurer of the National Union monthly, accompanied by a list of those employees in the bargaining unit from whose wage deductions have been made. The list shall indicate Branch or Service. The remittance shall be provided to the Local no later than three (3) weeks from the date dues were deducted. The employer also agrees to forward to the Treasurer of the local this list.
- 4.03 The Local agrees to indemnify and save the Society harmless in respect of all suits, actions, or causes of action, which may arise in respect of the deduction of dues provided herein.
- 4.04 The Society agrees to acquaint new employees with the fact that a Collective Agreement is in effect at the time of hiring, and to provide each new employee with a copy of the Agreement in force at that time. Three quarters (3/4) of the cost of producing copies of the Agreement will be paid by the Society, one quarter (1/4) of the cost will be paid by the Local.
- 4.05 a) The Society agrees to notify the Local in writing of all new employees covered by this Agreement with their name, address, classification and starting salary, who commence employment with the Society, and to notify the Local in writing of all employees who leave the bargaining unit within ten (10) working days of the termination date. The Society agrees to forthwith forward to the union notice of change of address of each bargaining unit employee when received in writing.
- b) Part-time employees shall be advised of their current designation (such as .5, .6 or .8) in a letter with a copy to the union.
- 4.06 The Society agrees that the Local may conduct up to four (4) information meetings for new Bargaining Unit members. Such meetings may be held during Society normal office hours in Society offices with the permission of the Director of Human Resource Services. New Bargaining Unit members will be granted up to one and one half (1-1/2) hours of Society time to attend such meetings. Attendance requires permission of the new Bargaining Unit member's Team Supervisor/Supervisor, Midland Receiving Home, and may not generate compensatory time. Any expenses incurred at such meetings shall be the responsibility of the Local.
- 4.07 The Society agrees that the total amount deducted each year for Local dues shall be recorded on the T4 slip issued annually to each bargaining unit member.

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05: Management Rights

- 5.01 The Local recognizes and acknowledges that the management of the Society's operations and direction of the employees are fixed exclusively in the Society and, without restricting the generality of the foregoing, the Local acknowledges that it is the exclusive function of the Society to:
- a) maintain order and efficiency
  - b) hire, promote, demote, classify, transfer, suspend, and retire employees, and to discipline or discharge any employee provided that a claim by an employee who has acquired seniority that he/she has been discharged, demoted, or otherwise disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - c) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees, provided that when new rules are enacted, a copy shall be given to the Executive Committee of the Local and an opportunity given to them to make representation.
  - d) determine the nature and kind of business conducted by the Society, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof.
  - e) determine and exercise all other functions and prerogatives which shall remain solely with the Society except as specifically limited by the expressed provisions of this Agreement and any express obligations and requirements to re-instate, re-employ and/or accommodate any employee pursuant to the Human Rights Code and any other employment-related statutes.



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**08: Local Representation**

- 6.01 The Society agrees to recognize the employees as C.U.P.E., Local #2190, hereinafter called the "Local". All references to the Local, its officers and members, unless otherwise specified shall also refer to the Local, its officers and members.
- 6.02 The Society acknowledges the right of the Local to elect or otherwise select an Executive Committee, a Grievance Committee, and a Negotiating committee.
- 6.03 The Society agrees to recognize the following representatives of the Local:
- i) an Executive Committee composed of the Local President, 1st Vice-president (Chief Steward), 2nd Vice-president, Health and Safety Representative and Educational Coordinator, Recording Secretary, Correspondence Secretary and Treasurer or their designates whose duties shall be to handle Local business and act as liaison between the Local and the Society on any matters of concern to the parties, save and except grievances which may arise at the Local level
  - ii) A Grievance committee composed of representatives from across the Society with the provision that no more than 1 person in addition to the Grievor, the Chief Steward and the Local President or his/her designate, may be present at a grievance hearing. For the purposes of the Staff Operated Receiving Home regular part-time employees shall be eligible to be members of the Grievance Committee.
  - iii) a Negotiating Committee composed of the Local President and four (4) other employees from the bargaining unit and a representative of the Local's choice. The Union agrees to ensure that there will be no more than 1 member to 10 full time equivalent staff working for the same supervisor excluding the President of the Local.
- 6.04 The Local President shall have at least completed the probationary period and shall also be a member of the Negotiating and Grievance Committees. All Committee Members shall have completed their probationary period.
- 6.05 For purposes of this article, the name and position of each of the Committee Members, as selected, from time to time, shall be given to the Society in writing and the Society shall not be required to recognize any such Committee Members until it has been notified.
- 6.06 The Society undertakes to instruct all members of its supervisory staff to co-operate with the Committee Members in the carrying out of the terms and requirements of this agreement.
- 6.07 The Local undertakes to secure from its Committee Members and members their co-operation with the Society and with all persons representing the Society in a supervisory capacity.
- 6.08 1) The privileges of Committee Members to leave their work without loss of basic pay to attend to Local business is granted on the following conditions:
- a) Such business must be between the Local and the Society.
  - b) The time shall be devoted to the prompt handling of necessary Local business.
  - c) The Committee Members concerned shall obtain the permission of the supervisor, in consultation with a designated Human Resource Consultant before leaving their work. Such permission shall be in writing and shall not be unreasonably withheld.
  - d) The Society reserves the right to limit such time if it deems the time so taken to be excessive.

- e) The Local and the employees will not engage in Local activities during working hours. The foregoing shall not apply to the processing of a grievance. Committee Members shall be allowed reasonable time without loss of pay during working hours to investigate grievances, provided approval is obtained as outlined in this Agreement. Save as specifically permitted by this section, the employees will be allowed to hold meetings on the Society's premises, provided such meetings are outside working hours and permission for such meetings is first obtained from the Executive Director. The Executive Director reserves the right to limit the use of said premises.
  - f) The Society agrees to provide space on Bulletin Boards in each Branch, Services, or specific Sub-Office in which bargaining unit members are employed for the posting of official Local union notices. All notices except for notices of bargaining unit meetings must be authorized by the signature of the Employer and local Executive Committee member.
  - g) The Local shall be permitted to use the Society's inter-office communications systems, including voice mail and electronic mail for the purposes of transmitting correspondence relating to Local business between duly elected or appointed officers or Committee members.
- 2) For the purpose of this Article only time spent attending to such union business shall be deemed to be time worked.
- 6.09** The privilege of relevant Grievance Committee Members to leave their work without loss of basic pay to attend to Local business will apply to arbitration proceedings.
- 6.10** In cases of discharge or suspension involving a leave with or without pay, the employee will be made aware of the reasons for such action and the action will be confirmed in writing to the employee. The discussion will be between the employee and his/her Supervisor or Manager.

At any such time that the Society confirms its actions discharging or placing an employee on leave without pay or converts leave with pay to a leave without pay or termination, a member of the Local Executive or someone designated from the Grievance Committee will be invited to attend such meeting. The Local member or CUPE National Representative may be invited by either party and will act as an advisor to the employee.

Failure of the Local Executive or Grievance Committee member or CUPE National Representative to attend such meetings shall not be the subject matter of a grievance.

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07: Management/Union Meetings

- 7.01 During the term of this Agreement, both parties agree to meet regularly from time to time to discuss matters of mutual interest and concern. These meetings may be held as often as required. There shall be no less than six (6) meetings per year. The Local shall be represented by the Executive Committee of the Local and the Society by up to and/or including an equal number of representatives. Either party may request the calling of such meetings. The party requesting the meeting shall supply the agenda to the other party. The party receiving the request shall set the place, time, and duration of the meeting and advise the other party. The meetings shall be scheduled not more than seven (7) working days of receipt of the request.
1. It is agreed that the following items will be discussed at regularly scheduled meetings:  
Workload  
The Society recognizes the need for an equitable distribution of work among staff complement. Issues relating to workload distribution will be discussed at regularly scheduled meetings.
  2. It is agreed that the following items will be discussed a minimum of once annually at regularly scheduled meetings:
    - a) Employee Assistance Program  
To monitor the services provided by the authorized agent.
    - b) Employment Equity  
To monitor the implementation of both the Equity and Employment Equity policies.
    - c) Job Share  
To monitor the numbers of and approved job share arrangements per team and report to the Local annually.
  3. It is agreed that the following item will be discussed a minimum of twice annually at regularly scheduled meetings:  
Financial Information
    - To review and report on the Society's total financial status and,
    - To obtain input for purposes of Financial planning, and
    - To make recommendations to the Senior Leadership Team for decision making.
  4. It is agreed that the following will be discussed on an as needed basis:
    - scheduling issues ~~for~~ Child Care Workers

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08: No Strikes/No Lockouts

- 8.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Local agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial or work to rule, and the Society agrees that there will be no lockout.
- 8.02 The Local recognizes the right of the Society to discharge or otherwise discipline employees taking part in such a strike, provided that a claim by an employee or employees that such participation was not factual, or that such discharge or discipline was inappropriate, shall be treated as a grievance under the discharge or discipline clause of this Agreement. The Society does not intend to indiscriminately administer such discipline in the light of facts as they appear at that time.
- 8.03 The Local agrees that any involvement of its members in any dispute between any other employer and employees of such employer, would be undertaken in the name of C.U.P.E. and not as employees of the Catholic Children's Aid Society of Toronto.

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09: Grievance Procedure

- 9.01 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.
- 9.02 It is the mutual desire of the parties that all complaints and grievances will be adjusted as quickly as possible. It is understood that any employee may present an oral complaint at any time in the grievance procedure below. Except where otherwise provided, it is understood that any employee shall first discuss any alleged complaint or grievance with his/her immediate team supervisor before filing a grievance at Step #1, unless he/she can provide a reason acceptable to the Employer why such a meeting did not take place. If upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner. For purposes of Article 9, "his/her Team Supervisor, Supervisor, Midland Receiving Home, Branch or Service manager" shall mean the Co-ordinator, Team Supervisor, Branch or Service Manager where the issue giving rise to the grievance arose.

**STEP #1**

The employee may submit a written grievance to his/her Team Supervisor/Supervisor, Midland Receiving Home either in person or via e-mail with request for receipt, or registered letter, or fax with a copy to the grievance representative and Human Resource Services. Such grievance must be submitted within fourteen (14) working days of the time the employee knew or should have known of the occurrence of the event or events which gave rise to the grievance, and must be signed by the employee claiming to be aggrieved, at which time, the matter will be discussed. The employee may be accompanied by a Grievance Committee member. The Team Supervisor/Supervisor, Midland Receiving Home shall submit his/her answer in writing within two (2) working days of the filing of the grievance at Step #1. It is agreed and understood that the purpose of the copy forwarded to the Grievance Committee Chair and to Human Resource Services is for their records and omission will not hinder grievance process.

**STEP #2**

Failing settlement of the grievance at Step #1 or failure of the Team Supervisor/Supervisor, Midland Receiving Home to submit his/her reply within the prescribed period of time, the employee shall present his/her grievance in writing to the Branch or Service Manager of the Society either in person or via e-mail with request for receipt, or registered letter, or fax with a copy to the grievance representative and Human Resource Services. Within six (6) working days from the time the reply is received or should have been received in Step #1. The Branch or Service Manager shall convene a meeting of the parties to consider the grievance within three (3) working days of the filing of the grievance at Step #2. The grievor may be represented by the Grievance Committee and the grievor shall be present. The Branch or Service Manager shall have three (3) working days from the date of such meeting to render a decision. It is agreed and understood that the purpose of the copy forwarded to the Grievance Committee Chair and to Human Resource Services is for their records and omission will not hinder grievance process.

### STEP #3

Failing settlement of the grievance at Step #2 or failure of the Branch or Service Manager to submit his/her reply within the prescribed period, the employee shall present his/her grievance in writing to the Director of Human Resource Services of the Society within ten (10) working days from when the reply is received or should have been received at Step #2. The Director of Human Resource Services shall convene a meeting of the parties to consider the grievance within five (5) working days of the filing of the grievance at Step #3.

The grievor may be represented by the Grievance Committee and the grievor shall be present. Either party may have outside representation up to two persons provided notice of such representation is given in advance to the other party. The Director of Human Resource Services shall have seven (7) working days from the date of such meeting to render a decision.

- 9.03** All time limits, terms and conditions of the grievance procedure as outlined in Article 9.02 above, including contents of the preamble, Step #1, Step #2, and Step #3, shall apply to part-time employees, except as expressly modified in this article as follows:
- a) In Step #1, when the grievor is a part-time employee, he/she shall have fourteen (14) working days within which to submit a grievance.
  - b) In Step #2, when the grievor is a part-time employee, he/she shall have six (6) working days within which to present the grievance.
  - c) In Step #3, when the grievor is a part-time employee, he/she shall have ten (10) working days within which to present the grievance.
  - d) When the grievor is a part-time employee, the Society shall make a reasonable attempt to convene meetings of the parties as specified in Step #2 and Step #3 of the Grievance procedure in Article 9.02 above at a time when the grievor is scheduled to be at work. The Society is still required to convene said meetings within the time limits specified in Article 9.02 above.
  - e) When the grievor is a part-time employee, answers and decisions rendered by the Society at Step #1, Step #2, and Step #3 of the Grievance procedure as outlined in Article 9.02 shall be rendered by Registered Mail to the grievor's home address within the time limits specified in Article 9.02 above.
- 9.04** Further to Article 9.02, where two (2) or more employees have an identical grievance with respect to an identical issue raising no other issues, a group grievance may be initiated at Step 3. Such a grievance shall then be processed within the framework of the grievance procedure.
- 9.05** It is agreed that the grievor shall suffer no loss of pay while attending meetings at any step of the Grievance procedure except in cases of discharge, lay-off, or suspension.

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**10: Policy Grievances**

- 10.01 It is understood that the Society may bring forward at any meeting held with the Local Executive Committee any complaint with respect to the conduct of Committee Members, and if such complaint by the Society is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration in the same way as grievance of an employee.
- 10.02 Similarly, the Local shall have the right to process policy grievances. A Policy grievance is defined as an allegation of a general misinterpretation or a violation by the Society of this Agreement and will be initiated, in writing, at Step 3 of the grievance procedure, provided that it is presented within fourteen (14) working days of the time the Union knew or should have known of the occurrence of the event or events which gave rise to the grievance.
- 10.03 The parties may, by mutual agreement, consolidate individual grievances affecting a particular issue provided the grievances are on the same issue.
- 10.04 ~~All~~ policy grievances shall be initiated in writing at the Step #3 level of the grievance procedure as outlined in Article 9.02.

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**11: Arbitration**

- 11.01 Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 9, and which has not been settled, will, at the written request of either of the parties, be referred to a board of arbitration. Such reference shall be made within fifteen (15) working days of the receipt of the final reply in Step #3 of the Grievance Procedure.
- 11.02 The board of arbitration will be composed of one (1) person appointed by the Society, one (1) person appointed by the Union, and one (1) person to act as chairperson chosen by the other two (2) members of the board.
- 11.03 Within ten (10) working days of the request of either party for a board, the other party shall notify the party requesting Arbitration, in writing, of the name of its Nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to Arbitration may apply to the Minister of Labour within ten (10) working days requesting appointments of a nominee.
- 11.04 Should the person chosen by the Society to act on the board and the person chosen by the Local to act on the board fail to agree to a third person within ten (10) working days of the notification mentioned in 11.03 above, within five (5) working days thereof, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as chairperson. Such request shall be made by the party wishing to further process the grievance.
- 11.05 For purposes of this Agreement, the decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.
- 11.06 The board of arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions, or give decisions inconsistent with the terms and provisions of this Agreement. The board of arbitration shall hear and determine the differences or allegation and shall issue a decision and the decision shall be final and binding upon the parties hereto and upon any employee affected by it.
- 11.07 Each of the parties to this Agreement will pay the expenses of the nominee appointed by it, and the parties will jointly pay the expenses, if any, of the chairperson.
- 11.08 Except by mutual agreement, no person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that board of arbitration.



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12: Discharge or Suspension Cases

- 12.01 A claim by an employee who has completed the probationary period that he/she has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Branch or Service Manager at Step #2 of the Grievance Procedure as outlined in Article 9.02 within ten (10) working days after the employee ceases working for the Society and for the purposes of this Article, Step #1 as outlined in Article 9.02 shall be waived. Such special grievances may be settled by mutual agreement at any time including after the release of the arbitration award by:
- a) confirming the Society's action in discharging or suspending the employee; or
  - b) reinstating the employee with full compensation for time lost; or
  - c) any other arrangement which is just and equitable in the opinion of the conferring parties.

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13: Time Limits

- 13.01 Notwithstanding Section 48, Subsection (16), Chapter 7, S.O., 1995 as amended of the Ontario Labour Act, for purposes of Articles 9, 10, 11 and 12, and all grievances processed thereunder, all time limits shall be deemed to be mandatory. If at any step in the Grievance or Arbitration Procedure the grievance has not been processed by the grievor or his/her agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the Grievance Procedure the grievance has not been processed by the Society within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time limits as prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties in writing.
- 13.02 For the purposes of Articles 9, 10, 11 and 12, all time limits therein shall be deemed to be exclusive of Saturdays, Sundays and Paid Holidays.

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14: Seniority

- 14.01 Seniority as referred to in this Agreement, shall mean length of continuous service in the employ of the Society and shall be on a Bargaining Unit wide basis. For purposes of this Agreement, service shall be deemed to accrue in the following circumstances only:
1. while actually at work for the Society
  2. while on vacation
  3. while on a paid holiday
  4. while on a paid leave of absence
  5. while on paid sick leave, Workplace Safety and Insurance leave, not exceeding twenty-four (24) months.
  6. while on pregnancy parental leave.
- 14.02 An employee will be considered on probation for a period of six (6) calendar months. During the probation period, the Society shall provide regularly scheduled supervision, and, a written performance review after three (3) calendar months.

The supervisor and the probationary employee shall meet and discuss the contents of the performance review and a copy shall be provided to the probationary employee and the probationary employee shall acknowledge receipt of the copy. The content of the review and/or the failure to provide the review and/or the scheduled supervision shall not be the subject matter of a grievance and shall not be the basis of a claim that the Society did not have proper grounds to release or terminate a probationary employee. It is further understood and agreed that the Society shall not be precluded from releasing or terminating a probationary employee at any time during the probationary period including prior to the (3) three month review it being agreed and understood that no probationary employee will be released in a discriminatory manner.

If no written notice is received from the Society by the date of the expiration of the probation period, it shall be assumed that the employee has completed his/her probation period and acquired seniority. An employee will have no seniority rights during his/her probationary period. After completion of his/her probationary period, his/her seniority shall date back to the day on which his/her employment began. The dismissal, lay-off of a probationary employee shall not be the subject of a grievance.

- 14.03 Seniority lists will be revised each six (6) calendar months (January 1st and July 1st), a copy of the list will be e-mailed to each employee, posted in each Branch, Service and Residence and a copy given to the Local. It is also agreed and understood that each list shall remain posted for a period of twelve (12) months. If an employee does not challenge the position of his/her name on the seniority list within the first ten (10) working days from the date his/her name first appears on a seniority list, provided he/she is at work when the list is posted, then he/she shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted, he/she must object to his/her seniority standing within six (6) working days from the date he/she returns to work.
- 14.04(i) Seniority shall accumulate in the following circumstances only:

- a) when absent from work due to lay-off, sickness, Workplace Safety and Insurance Leave or accident in which case seniority will continue to accumulate for a period of time equal to twenty-four (24) months
  - b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first four (4) months of such leave)
  - c) when absent on vacation or on paid holidays
  - d) when actually performing work of the bargaining unit for the Society
  - e) while on compensatory time
  - f) while on paid leave, parental leave or pregnancy leave
  - g) while on educational leave up to twenty-four (24) months.
- 14.04(ii) Seniority for regular part-time and casual part-time employees as defined in Article 2.06, shall accumulate on a pro-rated basis in relation to service accumulation.
- 14.04(iii) Seniority for Emergency After Hours Workers as defined in Article 2.07 shall accumulate on an equivalent to full time basis. It is recognized that "equivalent to full time basis" is for seniority purposes only.
- 14.04(iv) Seniority shall be reinstated to an employee who once had bargaining unit status and who has had continuous employment with the Society under the following circumstances:
- a) Such employee may apply for a bargaining unit position through the job posting procedure identified in Article 17 of the Collective Agreement, it being agreed and understood that such employees will be treated as being external to the bargaining unit.
  - b) For an employee who moved to a permanent position out of the bargaining unit for less than 24 months, he/she will be returned to the bargaining unit with the full seniority that had been accrued prior to leaving the bargaining unit.
  - c) For an employee who moved to a permanent position out of the bargaining unit for more than 24 months, he/she will be returned to the bargaining unit with a maximum of 24 months seniority to be reinstated.
  - d) An employee will not be transferred to positions outside of the bargaining unit without his/her consent.
  - e) it is understood that an employee who moves to a position outside of the bargaining unit, but within the Society on a temporary basis shall retain, but not accumulate seniority while employed in such a position.
- 14.04 (v) An employee who has returned to work from a paid sick leave, an accident or Workplace Safety and Insurance Leave shall be credited with seniority for the period of his/her absence from the workplace.**
- 14.05 Notwithstanding Articles 14.01 and 14.04 seniority shall terminate and an employee shall cease to be employed by the Society when he/she:
- a) voluntarily quits his/her employment with the Society and does not rescind the resignation by 4:30 p.m. of the first business day of the Central Office, following the day of resignation.
  - b) is discharged and is not reinstated through the Grievance procedure or Arbitration
  - c) is off the payroll due to layoff for a continuous period of twenty-four (24) months
  - d) fails to return to work upon the termination of an authorized leave of absence within three (3) days of the date on which the Society had scheduled the employee to be back at work, unless a reason acceptable to the Society is given
  - e) accepts gainful employment while on a leave of absence without first obtaining the consent of the Society to be confirmed in writing. Consent is not to be unreasonably withheld
  - f) is absent without leave for four (4) consecutive days on which he/she is scheduled to work, during which time, he/she has not contacted the Society directly when he/she has had an opportunity to do so. Proof of the matter is the responsibility of the employee
  - g) fails to report for work within five (5) working days after receipt of registered letter from the Society following a lay-off, unless absent for a reason satisfactory to the Society.
- 14.06 It shall be the duty of each employee to notify the Society promptly of any change in address and telephone number. If an employee fails to do this, the Society will not be responsible for failure of a notice to reach such employee. All notices shall be confirmed in writing by Registered Mail.
- 14.07 The Society agrees to provide written evaluations of employees after completing their probation period and upon their anniversary date of employment every year thereafter, which shall be

- used solely for the purposes of development of the employees concerned. Each employee shall receive a copy of his/her annual evaluation. Failure to receive such a copy shall be grievable. The content of such evaluations shall not be grievable. Such evaluations shall not be used in any grievance proceedings or for the purposes of discharge by the Society or the employee.
- 14.08 An Employee may have access to his/her Employee File. Viewing of the Employee File must be made by appointment with Human Resource Services. Employment Reference Checks shall be temporarily removed from the Employee File by Human Resource Services prior to an employee viewing his/her file. No material may be removed from the files by the Employee. The files may not be removed from the Human Resource Services Department.
- 14.09(a) A person who is hired as a temporary employee and is subsequently hired to that position as a permanent employee shall be credited for the period of his/her temporary employment up to a maximum of three (3) months service towards his/her probationary period as a permanent employee provided that:
1. there is no interruption in active service in moving from the temporary position to the permanent position
  2. the employee reports to the same supervisor and performs the same functions as a permanent employee that he/she performed as a temporary employee
  3. upon completion of said probationary period, such employee shall be credited with seniority from last date of hire.
- 14.09(b) A person who is hired as a temporary employee or a contract person and is subsequently hired to a position other than that which he/she occupied during the period of the temporary employment shall be credited for the period of his/her temporary employment provided that:
1. there is no interruption in active service in moving from the temporary or contract position to the permanent position;
  2. the employee successfully completes a 6 month probationary period.
- 14.09(c) When the Society decides to fill a position with a temporary employee, the Society shall notify the union in writing of the expected length of the temporary employment. The foregoing shall apply to expected employment of 6 months or more.
- 14.10 Where a person hired as a temporary employee is employed for a continuous period exceeding twelve (12) months, he/she shall be credited with seniority accrued retroactive to the date of commencement of employment for the purposes of Article 17.03 only.
- 14.11 Notwithstanding Article 15, where the term or task of a temporary employee is completed the employee who was absent elects to return to his/her position, the person hired on a temporary basis shall be terminated.
- 14.12 When employment is terminated by the employee, he/she shall give at least one (1) month's notice in writing. Where it is necessary for an employee to terminate employment due to illness, accident, or death in the family, then he/she shall give notice as soon as possible to the Society and the ordinary time limits for notice of termination shall be waived.

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**15: Lay Off & Recall**

- 15.01 Lay-offs and recalls shall be in order of seniority provided that the senior employee retained or recalled has the necessary skills and has the present ability to perform the work efficiently and competently. For purposes of this article only, seniority shall be based on functional groups listed hereinafter:
- Child & Family Service - **Child Protection Worker: Children-in-Care; Child & Youth Services; Foster Care Services & Adoption Services**
  - Child & Family Service - Child Protection Worker: Investigation & Assessment: Ongoing, **Children-in-Care, Child Protection Worker: Senior Child Protection Worker**
  - Child & Youth - Parent Support Worker
  - Child & Youth - Child Care Worker 1; Child & Youth - Child Care Worker 2
  - Health Care Support - Nurse; Health Care Support - Health Specialist
  - Emergency After Hours - Emergency After Hours Worker; Emergency After Hours Rapid Response Worker
  - Social Service Support - Social Service Assistant 1 & Social Service Assistant 2
- 15.02 Subject to Article 15.01 when lay-off is necessary within a functional group the affected employee shall have the right to displace the employee with the least seniority within his/her functional group.
- 15.03 "Notwithstanding Article 15.02, the affected worker may be transferred to fill a vacant position in order to avoid displacement".
- 15.04 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 15.05 a) The Society will notify employees of a pending layoff at the earliest possible date but not less than twelve (12) weeks prior to the date of layoff. The Society agrees that it will discuss with employees prior to the implementation of a layoff and that it will use every reasonable effort to assist employees affected by a layoff to find alternative employment.
- 15.05 b) When an employee with five (5) or more years of service is to be laid off the employee shall be allowed to use up to ten (10) working days to attend to personal matters and to engage in a job search. Such days shall be taken within the first two (2) months after the notice has been received, unless otherwise mutually agreed.
- 15.06 Subject to the terms of the particular benefit plans employees on layoff shall have the right to continue coverage for said benefits through direct payment of premiums. The Society shall not be responsible for failure of payment of premiums by the employee nor any cancellation, disqualification or reinstatement of benefits as a result thereof. Loss of benefits for failure to remit premiums shall not be the subject matter of a grievance or arbitration.
- 15.07 Where the Society intends to effect a layoff in accordance with this Article the Society agrees to meet with the Union and the affected employees in order to discuss the affected employee's rights pursuant to Article 15.02 or any possible transfer pursuant to Article 15.03.

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**16: Job Security**

- 16.01** The Society shall not assign duties normally performed by employees who are members of the bargaining unit to employees of the Society who are not members of the bargaining unit, where such assignments would cause or result in the layoff or termination of a bargaining unit employee.
- 16.02** Where an employee is placed on a secondment outside of the bargaining unit the application of the collective agreement shall be limited to Articles 28 and 37 unless said articles conflict with the terms of the secondment agreement or unless the secondment disqualifies the employee from receiving said benefits.

Subject to the terms of the secondment agreement, the employee shall have the right to his/her own position within the bargaining unit, provided the employee returns within one year and provided such position still exists. In the event the employee's position no longer exists at the time the employee returns to the bargaining unit, then the employee shall be returned to the bargaining unit pursuant to Article 15.01 of the collective agreement.

Seniority will be accrued upon return to the bargaining unit as stated in Article 14.04(iv).

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17: Newly Created Jobs, Vacancies, Promotions and Transfers

- 17.01 All cases of newly created jobs, vacancy, promotion, and transfer, shall be based on the following factors:
- a) skill, competence and efficiency
  - b) seniority.
- Where, in the judgement of the Society, the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial, and consistent manner. It is understood and agreed that the Board of Arbitration when reviewing grievances under this article shall not substitute its judgement for the judgement of the Society as to the relative equality of the qualifications.
- 17.02
- a) A job shall not be considered vacant when an employee is not at work because of sickness or accident, leave of absence or vacation.
  - b) Absences due to compensable injuries, where employees are provided a right to return pursuant to the provisions of Section 54b of the Workplace Safety & Insurance Act shall not be considered vacant. In such cases the Society will have the right to fill the temporary vacancy by way of temporary assignments, postings.
- 17.03
- a) The Society agrees to post all vacancies which become open in the Bargaining Unit and all newly created jobs which fall within the scope of the Bargaining Unit.
  - b) It shall be the sole discretion of the Society to determine if and when a vacancy occurs or when a new job is created. The vacancy shall deem to occur and the new job shall deem to be created on the date the opening is posted. The Society shall be required to post a vacancy or a newly created job for not more than seven (7) working days.
  - c) Prior to, or not later than, the date on which a job vacancy or newly created job is posted, the Society shall e-mail a copy of the job posting to each part-time employee at the e-mail address provided to the Society by the Employee. It is up to the employee to keep the Society informed regarding the current e-mail address to which job postings may be sent. The job posting shall include: the name of the position, a general description of the work and qualifications required. It shall be the exclusive function of the Society to determine the qualifications for said vacancy or said newly created job. An employee who wishes to apply for any posted vacancy or newly created job shall do so in writing to the Human Resource Services Department.
  - d) The Society may advertise for outside persons to fill a particular vacancy at any time, however, no such applicant shall be considered for the vacancy until consideration of employee applicants for the job posting have been completed and all such applicants have been declared unsuitable.
  - e) Unsuccessful applicants shall be advised of the disposition of their applications prior to the announcement of the successful applicant.
  - f) Any employee who applies for a vacancy and is declared the successful applicant shall not be transferred to that new position until he/she has been in his/her present position for six (6) months unless the new position is a promotion or unless he/she assumed his/her present position as a result of a transfer or a previous lay-off and recall.



- g) Any temporary employee or contract person shall be eligible to apply for any position within two (2) months of the termination date of his/her assignment. Supervisory approval which shall be based on service needs is required when there are more than two (2) months remaining on the temporary assignment.
  - h) Any employee on a leave of absence under Article 20 shall maintain the right to apply for vacancies in accordance with Article 17 of this agreement.
- 17.04
- a) The successful candidate to a promotional job posting either from within the bargaining unit or outside the bargaining unit shall be placed on a trial period of six months. Conditional on satisfactory service, the employee shall be confirmed in the new position after the completion of six months.
  - b) In the event that the candidate who was promoted within the bargaining unit does not remain in the promotional position beyond the trial period at the request of his/her supervisor or the candidate, he/she may be returned to a comparable position and former wage or salary rate without loss of seniority.
  - c) In the event that the candidate who was promoted outside of the bargaining unit does not remain in the promotional position beyond the trial period at the request of his/her supervisor or the candidate, he/she may be returned to a comparable position and former wage or salary rate without loss of seniority. This transfer back to the bargaining unit would not be the subject matter of a grievance.

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18: Staffing Qualifications

- 18.01** It is understood and agreed that where a specific academic degree has been recognized as an adequate standard in relation to a specific position or position level, that such academic degree or qualification will continue to maintain said qualifying status notwithstanding the future introduction of higher qualification standards with respect to the (said) position or position levels. It is further understood and agreed that the said recognition of any specific academic degrees or qualifications shall be limited to those academic degrees or qualifications that have been recognized as of, but not beyond, the date on which qualifications have been established. It is further understood and agreed that the said recognition that is in effect as of this date, is limited to the academic degrees and qualifications and not to any individual who presently maintains such an academic degree or qualification.

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19: Job Classification

- 19.01** If a new occupational classification is established by the Society, it shall determine the rate of pay for such new occupational classification and promptly notify the Union of the same. If the Union challenges the rate, it shall have the right to request a meeting with the Society to endeavour to negotiate a mutually satisfactory rate. Such request will be made within twenty-one (21) days after receipt of notice from the Society of such new occupational classification and rate, and the meeting will be held within ten (10) days of receipt by the Society of the Union's request. 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 as defined in Article 15.01. The rate for the new job must conform to the existing wage level and range structure. In order to maintain the integrity and 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.

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20: Leaves of Absence

- 20.01 a) The Society may grant a leave of absence if an employee requests it in writing, and it is approved by the Branch or Service manager in consultation with the Director of Human Resource Services. Such Leave will not be unreasonably withheld provided that it is for good and legitimate reasons and does not unreasonably interfere with the efficient operation of the Society.
- b) In the event such leave of absence is granted, the Society shall determine whether the leave shall be granted with or without pay. If the leave of absence is granted, said leave may be charged to accumulated credits or deducted from the employee's pay.
- 20.02 a) The Society may grant a leave of absence without pay of up to twelve months if an employee who has completed five years of continuous service requests it in writing from the Branch Manager/Service Director. Such leave may be granted once every five years. The Society may, at its discretion, extend such a leave up to 24 months, however such leave shall not be unreasonably denied.
- b) The employee shall give the Society two (2) months' notice in writing from the day upon which he/she intends to commence the unpaid leave of absence and one (1) month's notice of his/her intention to return to work.
- c) When the employee reports for work upon expiration of the leave of absence, the Society agrees to reinstate the employee to the same position and location he/she had prior to the leave of absence in the observance of seniority if the former position exists or to alternative work of a comparable nature if the former position no longer exists.
- 20.03 a) Leave of absence without pay may be granted to attend Union business which shall include conventions or conferences, provided, however, that such leaves will not total more than thirty (30) working days per year, and no more than six (6) persons shall be granted leave at any one time, provided any one (1) person is off no longer than any one (1) week at any one (1) time, and provided it does not interfere with the efficient operation of the Society. Such leave is not to be unreasonably withheld. Such notice is to be given to the Director of Human Resource Services at the first opportunity.
- b) Upon application by the Union in writing, during the term of this Agreement, the Society will grant full-time leave of absence without pay or benefits, to the employee elected or appointed as President of C.U.P.E. Local 2190. Such leave if requested, shall commence no later than four (4) weeks from the date the written request was received and shall be for a period of no less than a year. Seniority shall accumulate during such leave of absence.
- c) Where the Union President is not on a full-time leave as defined by Article 20.03(b), leave of absence may be granted for the President or a designate to attend to Union business for a period of up to twenty (20) days commencing ninety (90) days prior to the expiry of the Collective Agreement up to the date of ratification of the subsequent Collective Agreement, provided it does not interfere with the efficient operation of the Society. Such leave is not to be unreasonably withheld. Notice is to be given to the Director of Human Resource Services at the first opportunity.

- 20.03 d) An employee who is elected or selected for a full-time position with the Union outside of the bargaining unit, or with anybody with which the Union is affiliated, shall be granted a leave of absence without accumulation of but without loss of accumulated seniority for a maximum period of up to one (1) year and a minimum period of 6 months. Such leave shall be granted without pay or benefits and subject to service needs, provided notice of at least three (3) months is given. Scheduling such leave shall be based on a maximum of one (1) employee on said leave at any one (1) time. This clause shall not apply to the Union President while on leave pursuant to 20.03(b). The Society may at its discretion extend said leave for a period up to twenty-four (24) months.
- e) Leaves under Article 20.03 (b), (c) and (d) cannot be taken simultaneously. All costs incurred (direct and indirect - pay, benefits, vacation, sick leave) shall be paid by the employer provided the Local reimburses the Society through holdback of authorized union dues deductions.

20.04 Permanent full-time employees who have completed probation, shall be granted up to five (5) days with pay per calendar year for matters associated with "family" members.

Regular part-time employees who have completed probation, shall be granted up to three scheduled working days or three (3) scheduled shifts with pay per calendar year for matters associated with "family" members.

For purposes of this leave, "family" members shall mean close family members i.e. child, parent, spouse, significant other. The leave is limited to the following circumstances:

- a) Unpredictable family health emergencies where alternative arrangements cannot reasonably be made.
- b) Unpredictable "family care arrangement" emergencies where alternative arrangements cannot reasonably be made.
- c) Scheduled appointments for family health matters where the appointment could not be reasonably made outside of normal hours of work.

The employee shall notify the Supervisor or designate no later than an hour after their normal scheduled time of arrival if he/she is going to be absent for all or part of that day due to an unpredictable emergency covered under a) and b) above.

If the employee has made a scheduled appointment covered under c) above, the employee shall request approval from the Supervisor as soon as possible to ensure that coverage can be arranged and service needs met. If service needs are impacted, the employee may be requested to reschedule the appointment.

It is expected that the employee will only take the time required to meet the scheduled appointment. The said days are non-cumulative and there is no cash payout in lieu thereof.

20.05 A voluntary leave plan shall be made available to all bargaining unit employees. The Voluntary Unpaid Leaves will be administered as follows:

- An employee may request in writing to the Supervisor voluntary leave of absence days without pay.
- The leaves may be taken at a time mutually agreed between the employee and the Supervisor.
- The Society will spread the pay reduction evenly throughout the year or the remainder of the calendar year. Payroll deductions will commence at a time agreed to by the employee and the payroll department.
- Days requested are irrevocable and if not taken prior to December 31, they will not be carried forward to the next year.
- During leaves of 15 consecutive days or less, all benefits will remain in place.
- During leaves of 15 consecutive days or more, pension adjustment will occur as per

the OMERS regulations; the Employers portion of benefit premiums (health, dental, life insurance and LTD) will be the responsibility of the employee.

- Seniority and service shall continue to accrue.

20.06

The Society may grant a leave of absence without pay for a maximum of twelve (12) months and a minimum of 6 months under the employee funded leave program if an employee is a regular full time employee and has completed two (2) years of continuous service.

The term of the leave requested will determine the ratio of salary deducted and received during leave period in accordance with the Income Tax Regulation LXVII. Such requests for leaves will not be unreasonably withheld and may be granted no more than once every five (5) years.

Under the Employee Funded Leave program, the following formula will be used in a variety of possible combinations, two of which are listed:

- an employee shall work for four consecutive years at 80% salary and undertake a leave of absence for the fifth year also at 80% of normal salary plus interest; or
- an employee shall work for 24 consecutive months at 80% salary and undertake a leave of absence for the following 6 months also at 80% of normal salary plus interest.

The Society will determine the number of employees permitted to take leave under this plan at any given period of time. The Society will reserve the right to defer a leave of absence for a period of up to one year, in the event that a suitable and qualified replacement is not available

The employee shall give the Society four (4) weeks notice in writing of their intention to withdraw from the Employee Funded Leave program either during the work or leave period.

The employee will have the option of deciding as to the method of receiving payment during the leave period. This will consist of either one or two lump sum payments, or based on the regular bi-weekly payment schedule. The payment of salary will include interest accrued during the period of salary deferral.

The employee may choose to maintain health and dental benefits while on leave and will pay the employees portion of the benefit premium. The Society will continue to pay 100% of the Employers portion of health and dental benefits.

Pension contributions will be based on 100% of salary for the period at work only. Employees have the option of purchasing credit for the period they were not at work in accordance with OMERS regulations.

When the employee reports for work upon expiration of the leave of absence, the Society agrees to reinstate the employee to the same position and location he/she had prior to the leave of absence in observance of seniority if the former position exists or to alternative work of a comparable nature if the former position no longer exists.

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21: Bereavement Leave

- 21.01 In the event of the death of a member of an employee's family, the employee will be granted a leave of absence with pay for a reasonable length of time. Full-time employees will be reimbursed for time necessarily lost from work up to a maximum of five (5) working days. Part-time employees will be reimbursed for time necessarily lost from work up to a maximum of three (3) scheduled working days or three (3) scheduled shifts. The term "member of an employee's family" means a husband, wife, brother-in-law, sister-in-law, child or parent, brother, sister, mother-in-law, father-in-law, grandparents, person "in loco parentis", significant other, or other person at the discretion of the Branch or Service Manager. Such a request shall not be unreasonably withheld. An employee is entitled to request additional time off, pursuant to Article 20 and such request will not be unreasonably withheld.
- 21.02 In the event of the death of a member of an employee's family, ("member of an employee's family" as defined in Article 21.01), an Emergency After Hours Worker will be granted the necessary number of scheduled shifts off in order to ensure that the employee has up to a maximum of three (3) consecutive working days off.

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**22: Jury Duty**

- 22.01 The Society agrees to pay the difference between the fee received for jury duty and the amount of the employee's pay he/she would have received for a normal work day at straight time rate for each day an employee is required for jury duty, provided he/she was scheduled to work on the day actually served on the jury. Where an employee is on call for jury duty and where not required after twelve (12) o'clock (noon), the employee will report for work to complete the balance of the day, provided the employee was scheduled to work the balance of that day. The employee will present proof of service and the account of pay received.



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23: Pregnancy & Parental Leave

**23.01** An employee who is the parent of a child is entitled to a leave of absence without pay following:

- a) the birth of the child or
- b) the coming of the child into the custody, care and control of a parent for the first time.

PREGNANCY LEAVE of **17** weeks is available to cover child birth and is available only to the child bearing mother.

PARENTAL LEAVE of **35** weeks is available to cover either or both parents, in the case of the mother after the completion of the pregnancy leave or **37** weeks if the employee did not take pregnancy leave.

PARENTAL LEAVE of **52** weeks is available to cover either or both parents in the case of an adoption.

SUPPLEMENTARY LEAVE is available where either parent qualifies for and takes either or both of the above leaves. The employee shall be entitled to an additional supplementary leave to a **maximum** of **52** weeks of unpaid leave to enable the **employee(s)** to provide an extended period of continuous parental care in the case of birth or adoption.

PREGNANCY LEAVE

**23.02** A pregnant employee is entitled to a leave of absence without pay as outlined hereinafter. An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

**23.03** The employee must give the Society:

- a) written notice of the date the leave is to begin as early as possible but in any case no later than (2) weeks prior to the date the leave is to begin
- b) a certificate from a legally qualified medical practitioner stating the expected birth date.

**23.04** Article **23.03** does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

**23.05** An employee described in Article **23.04** must, within two (2) weeks of stopping work, give the Society,

- a) written notice of the date the pregnancy leave began or is to begin and
- b) a certificate from a legally qualified medical practitioner that,
  - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
  - (ii) in any other case, states the date of birth, still-birth or miscarriage and the date the employee

- was expected to give birth.
- 23.06 The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.
- 23.07 The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- 23.08 The pregnancy leave of an employee ends on a day earlier than the day provided for in Articles 23.06 or 23.07 if the employee gives the Society at least four (4) weeks written notice of that day.

#### PARENTAL LEAVE

- 23.09 Parental leave may begin no more than **fifty-two (52)** weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- 23.10 The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- 23.11 The employee must give the Society written notice of the date the leave is to begin as early as possible but in any case no later than (2) weeks prior to the date the leave is to begin except in the case where the father elects to take parental leave and such leave is to commence at or about the birth of the child.
- 23.12 Article **23.11** does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for first time sooner than expected.
- 23.13 The parental leave of an employee described in Article **23.12** begins on the day the employee stops working.
- 23.14 An employee described in Article **23.12** must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
- 23.15 a) Parental leave ends **thirty-five (35)** weeks after it began, **if the employee also took pregnancy leave** or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.  
 b) Parental leave ends **thirty-seven (37)** weeks after it began, **if the employee did not take pregnancy leave**, or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.  
 c) **Parental leave in the event of an adoption ends fifty-two (52) weeks after it began or on an earlier day if the employee gives the Society at least four (4) weeks written notice of that day.**
- 23.16 The following provisions shall apply to each of the leaves above:
- a) NOTICE TO CHANGE COMMENCEMENT OF LEAVE
- An employee who has given notice to begin leave under this article may change the notice:
- (i) to an earlier date if the employee give the Society at least two (2) weeks written notice before the earlier date or
- (ii) to a later date if the employee gives the Society at least two (2) weeks written notice before the date leave was to begin.
- b) NOTICE TO ALTER TERMINATION OF LEAVE
- An employee who has given notice to end leave may change the notice,
- (i) to an earlier date if the employee gives the Society at least four (4) weeks written notice before the earlier date or
- (ii) to a later date if the employee gives the Society at least four (4) weeks written notice

before the date leave was to end.

c) **BENEFITS DURING LEAVE(S)**

- (i) During a Pregnancy **and/or** Parental Leave, an employee continues to participate in each type of benefit plan described in clause c(ii) that is related to his or her employment unless he or she elects in writing not to do so.
- (ii) For the purpose of clause c(i), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and any other types of benefit plans that are provided by this Agreement.
- (iii) During an employee's leave(s), the Society shall continue to make its contributions for any plan described in clause c(ii) unless the employee gives the Society a written notice that the employee does not intend to pay the employee's contributions, if any.

d) **SENIORITY AND RE-INSTATEMENT RIGHTS**

- (i) Seniority continues to accrue during pregnancy leave or parental leave.
- (ii) If an employee has taken pregnancy leave or parental leave, the Society shall reinstate the employee when the leave ends to the position the employee most recently held with the Society, if it still exists, or to a comparable position, if it does not.
- (iii) If the Society's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Society shall reinstate the employee when the operations resume, in accordance with the Society's seniority provisions of this Agreement, or practice, if any.
- (iv) The Society shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Society, or the wages that the employee would be earning had the employee worked throughout the leave.

**23.17** Additional leave of absence for pregnancy or parental leave purposes may be applied for under Article 20.01.

**23.18** If an employee who is on either pregnancy or parental leave for biological or adoptive parents, as provided under this Article and said employee provides the Society with proof that the employee has applied for and is eligible to receive 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 Society agrees to pay the difference between the amount of E.I. benefits received and 70% of the employee's normal salary, during the prescribed waiting period and for the duration that the employee continues to receive E.I. benefits to a maximum of 17 weeks.

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**24: Retirement**

- 24.01** The date of retirement for employees shall be on the last day of the month in which the employee turns sixty-five (65) years of age. The employee's employment may be extended by the Society for a period not to exceed one year at a time.
- 24.02** The Society agrees to maintain a voluntary Group Registered Retirement Insurance Savings Plan, in accordance with the terms of the Plan Administrator. The Society agrees to make bi-weekly deductions from the employee's payroll and make deposits to the plan on behalf of those employees enrolled in the plan and to advise the employees of the terms of the plan.

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25: Employee Protection

Subject to the provisions outlined hereinafter, the Society shall provide legal counsel and protection to employees and former employees except where providing such protection constitutes a conflict of interest. Where the Society agrees or elects to provide legal counsel, the Society, the insurance carrier (where applicable) and the employee shall endeavour to agree upon the identity of such counsel. In the absence of agreement, the choice of legal counsel shall be determined by the Society subject to the terms of any applicable insurance policy.

- 25.01** The Society shall provide legal counsel and protection to employees and former employees with respect to any civil proceeding, or ~~is~~ subject to a discipline hearing before any administrative tribunal or disciplinary body alleging improper conduct in respect of the employee's acts or omissions while acting for the Society or any alleged statutory breach (except any criminal charges referred to in Articles **25.02** or **25.03** hereof) arising as a result of, or during the performance of assigned duties.
- 25.02** In the event that an employee ~~or~~ former employee is investigated or charged with a criminal offence arising as a result of, or during the performance of assigned duties (with the exception of the Highway Traffic Act), and the Society elects to provide the employee with legal counsel, the Society shall pay all legal costs (meaning reasonable lawyer's fees and disbursements) therefrom that exceed the amount of coverage provided by the insurance carrier through the insurance policy, subject to the following conditions:
- i) the charge arises directly out of events incurred while the employee was actively in the course of performing his/her duties in good faith on behalf of the Society and,
  - ii) the employee was acquitted of all or any part of the charges and,
  - iii) such acquittal of the charge or charges as laid was not affected by a plea or pleas by the employee to a lesser charge or charges.
- The Society's decision not to fund all or any portion of the legal costs shall not be the subject matter of a grievance and/or arbitrations save and except that where an employee has been denied coverage, any dispute of the Society's denial shall be limited to a claim that the decision to deny the coverage was made in bad faith. In the event the employee or former employee is convicted, the Society reserves the right to recover all or any portion of the legal costs paid by the Society.
- 25.03** In the event that criminal charges are laid against an employee or former employee arising as a result of, or during the performance of assigned duties, and the Society elects not to provide the employee with legal counsel and/or the employee elects legal counsel of his/her choice, the employee shall be responsible for all legal costs arising therefrom.

In the event that the criminal charges are heard on the merits and there is an acquittal on

the merits that has not been reversed on appeal, and on review the Society is satisfied that:

- i) the employee has carried out the Society's mandate to provide child protection and/or service in good faith and in a professional manner; and
- ii) the employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

the Society shall reimburse the employee for that part of legal costs that exceed the amount of coverage provided by the insurance carrier through the insurance policy on a party/party basis as a maximum.

**25.04** The Society agrees that in situations where charges have been laid against an employee and on review the Society is satisfied that:

- i) the employee has carried out the Society's mandate to provide child protection and/or service in good faith and in a professional manner; and
- ii) the employee has not committed a serious breach or dereliction of said duties and/or responsibilities;

the Society agrees that the employee may be entitled to a leave of absence with pay and full benefits until the conclusion of the legal process.

**25.05** It is further agreed that if upon completion of the trial of the criminal charges, there is a conviction and the employee or former employee elects to appeal the conviction and requests that the Society fund the legal expenses of the appeal, the Society agrees to undertake a review of the merits of the appeal and once that review is completed, the Society may elect to fund all or any portion of the appeal process. The Society's decision not to fund all or any portion of the appeal process shall not be the subject matter of a grievance and/or arbitration.

**25.06** The Society agrees to pay the premium costs with respect to an insurance policy providing both civil and criminal liability coverage subject to the particulars as outlined in the Letter of Intent - Liability Protection. The Society further agrees to provide the Local with a bona fide copy of the Insurance policy which is in effect.

**25.07** In a situation where an employee is assaulted in the course of his/her duties, he/she shall have the right to lay a charge.

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**26: Health & Safety**

PREAMBLE

While recognizing the Society's legal responsibility to ensure that service needs are met, the Society also recognizes that the health and safety of its employees is of primary importance. Worker safety is a shared responsibility. Both front-line staff and management shall work together to identify and reduce risk in the workplace. The Society shall ensure that the timeliness of the response to matters of health and safety will be timely.

- 26.01 Recognizing both its responsibilities under the applicable legislation and that the health and safety of bargaining unit members is of mutual importance to the Society and the Local, the Society agrees to the establishment of a Central Joint Health and Safety Committee. The committee shall be comprised of representatives from all employee groups from each of the Society's workplaces including Midland Receiving Home. The Union representatives shall be selected or appointed by the Union.

The role of the Central Joint Health and Safety Committee shall include:

- Disseminate pertinent health and safety information relating to changes in regulations, legislation and/or the introduction of new compliance requirements.  
Respond to broad health and safety concerns effecting staff across the Society.
- initiate and undertake initiatives aimed at improving the health and safety of Society staff.
- To make recommendations to senior management regarding the development of proactive health and safety practices, guidelines and/or policies.
- To promote the profile of health & safety in the workplace.

- 26.02 The Society agrees to maintain a Society Health and Safety Committee, and to respond to Committee and approved recommendations, in accordance with Bill 208, The Occupational Health and Safety Statute Law Amendment, 1990.

- 26.03 The Society Health and Safety 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 Health and Safety. The Society and the Union agree to co-operate reasonably in providing each other with necessary information including incident reports, and other relevant Health and Safety records to enable the committee to fulfill its function.

- 26.04 The privileges of the Society Health and Safety Committee members to leave their work without loss of basic pay to attend to committee business is granted on the following conditions:
- a) To attend scheduled the Society Health and Safety Committee meetings
  - b) To attend to authorized committee activities

- c) Committee members concerned shall obtain the permission of their respective supervisors before leaving their work.
- d) The Society reserves the right to limit such time if it deems the time so taken to be excessive.
- e) The Society Health and Safety Committee will review all incident reports and make appropriate recommendations to reduce further risk of violence.

26.05 In the event that an employee identifies a potential safety issue and or risk while in the direct performance of his/her duties, the employee shall:

- immediately bring the matter to the attention of his/her Team Supervisor/ Supervisor, Midland Receiving Home;
- meet with the Team Supervisor/ Supervisor, Midland Receiving Home; 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; **Such plan may include, but not be limited to, co-teaming with another staff member and with supervisory consultation and approval consistent with Worker Safety Guidelines.**

In the event that the employee and his/her Team Supervisor/ Supervisor, Midland Receiving Home are unable to reach agreement on a safety plan, the Team Supervisor/ Supervisor, Midland Receiving Home and the employee shall:

- Seek consultation from the Branch/Department Manager and one of the Certified Health and Safety members;
- If the Branch Manager and the Certified Health and Safety member are not available, a Branch Manager and a Certified Health and Safety member from another branch or service shall be consulted.

In the event that an appropriate resolution cannot be reached, the Branch Manager shall be responsible for ensuring that service needs are met through alternate means. Failure to arrive at a satisfactory resolution will result in the matter being referred to the Society Health and Safety Representative Team.

The Society Health and Safety Representative team comprised of a representative from Cupe Local #2190, the Administrative category and Human Resource Services, shall convene a meeting within 3 working days of all the parties to :

- review the process and the relevant facts of the situation;
- ensure compliance with all relevant legislation;
- seek resolution of the matter;
- make recommendations to improve the Society's health and safety practices;
- prepare a summary report to be distributed to the President of Local #2190, the Co-chairs of the Local Health and Safety Committee, the Direct Service Management Team and Human Resource Services.

In the event that the Society Health and Safety Representative Team is unable to arrive at a satisfactory resolution, the matter will be referred to the Executive Director or his/her designate for determination. The Executive Director will convene a meeting with the Society Health and Safety Representative Team and the employee who identified the health and safety concerns.

26.06 In the event that an employee is assaulted, threatened, harassed or subjected to verbal abuse in the direct performance of their duties:

- i) **The employee shall immediately report the incident to the supervisor or designee, and union representative or designee. The Employee and the Supervisor will complete the Worker Incident Report which will be distributed to the Union Health**



and Safety Designate and the Human Resource Services Health and Safety Designate.

- ii) The employee and *his/her* supervisor or designee and Union Representative or designee shall meet forthwith and review the **Incident** and report in detail. Thereafter, the Society, in consultation with the employee and the Union, shall determine the appropriate course of action and support necessary.
- 26.07** i) Staff whose safety and well-being is put at risk for reasons identified in Article **26.06** above will be relieved of all responsibilities and provided with time off for the rest of their shift or work period, unless the worker elects to remain at work. Where the worker has been provided with time off as outlined above, the worker may be granted **time off with pay** up to two additional days.
- (ii) The worker may negotiate for further periods of leave with pay, where the leave would not be covered by Worker's Compensation. This leave will not be unreasonably denied.
- 26.08** Notwithstanding the above, nothing here shall prevent an employee exercising any rights provided under the Occupational Health and Safety Act of Ontario.
- 26.09** The Society shall maintain an Employee Assistance Plan for employees that include the following range of services:
- trauma/crisis counselling (group and individual)
  - personal counselling (family, relationship and career)
  - substance abuse
  - stress counselling
  - financial planning
  - legal counselling
  - pre-retirement counselling and
  - eldercare and childcare information/referral services.
- 26.10** The Society and the Union shall maintain a Peer Support Team for responding to critical incidents relating to staff. The Peer Support Team shall provide employees preventative consultation, **information** and education around the potential impact of critical Incidents on individuals and groups. The Peer Support Team will also provide post-incident support to employees through defusing **and/or** debriefing intervention.
- 26.11** The Society shall notify the Union of the names and a summary of details of work related injuries of all bargaining unit employees who have completed a **WSIB** Employer's Report of Injury/Disease **Form 7** and those on **LTD** by the fifteenth (15th) of each month.

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27: Workload Management

- 27.01** The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth and dignity of every employee. The Society recognizes that the issue of workload is of serious concern to bargaining unit employees. Further, the Society recognizes its responsibility to provide services through employees in accordance with the Child and Family Services Act and to conform to current Ministry standards. It is also the responsibility of the Society to establish and maintain an effective infrastructure to facilitate the employee's achievement of all standards.
- 27.02** The Society and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload. The Society acknowledges the important role that the Union plays on behalf of its membership in participating in that ongoing review.
- 27.03** The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage workload demands. These methods may include, but will not be limited to the following:
1. Assign cases based on equitable distribution of workload, the needs of the branch, the individual's skill level and experience, current workload and anticipated workload fluctuations.  
This may involve the Branch Management Team's knowledge of the following factors:
    - number of cases before the court
    - number of designated high risk cases
    - number of supervised access visits
    - amount of required driving time
    - linguistic skills
    - team coverage
    - leaves of absence, including vacation and prolonged illnesses
    - complexity of cases
    - committee work/field instruction expectations
    - introduction of new technology and systems
    - coaching and mentoring new staff
    - worker's attendance at training
  2. Ensure regular ongoing supervision.
  3. Afford employees vacating positions reasonable opportunity to complete any

documentation requirements prior to their last day of work.

4. Ensure workload reviews with each service team every other month, analyzing the distribution and volume of workload.
5. The Society will ensure that employees know what is expected of them by:
  - providing ongoing performance feedback through regular supervision;
  - Identifying developmental objectives through the annual performance evaluation process.
6. Subject to Article 17.03 b) vacancies will be filled as quickly as possible dependent on the availability of qualified and suitable candidates.

**27.04** In order to meet 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 CFS A, regulations and ministry standards.

**27.05** The Society and the Union recognize their shared commitment for the delivery of quality service to children, youth and families. Further, it is the mutual responsibility of the employee and the supervisor to ensure compliance with Ministry standards with respect to case documentation. Without limiting the generality of the foregoing, 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.

**27.06** The Society further agrees to provide time management flexibility so that individual teams (which includes the supervisors) can determine how to most effectively manage coverage for one another when team members upon request, choose to utilize their approved one "protected case documentation day" per month. Such documentation day shall be prescheduled on a monthly basis in a team meeting subject to Supervisory approval and service needs.

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

1. Discussions of workload issues will be a standing agenda item at each meeting of the Union/Management Executive as per Article 7.01 and/or Union/HRS Meetings.
2. Where either party identifies an issue that impacts on workload requiring a broader discussion and review, either of the parties can request that an ad hoc Joint Workload Committee shall be struck as follows:

Joint Workload Committee:

- a) The purpose of the Joint Workload Committee is to make recommendations to the Senior Leadership Team on ways and means to address said workload issue(s) related to front line employees. The Senior Leadership Team will provide a formal response within forty-five (45) working days to the Workload Committee's recommendations. Should a recommendation made to the Senior Leadership Team not be implemented, the reasons for that decision will be provided to the Joint Workload Committee, and the Workload Committee will revisit the issues that led to the recommendation.

- b) The Joint Workload Committee will be comprised of three (3) elected representatives from CUPE Local 2190 and up to three (3) representatives from the Society's Management. The Committee shall be chaired by a management or union representative on an alternating basis.
- c) Time spent attending to the business of the Committee shall be considered time worked. Such business and associated time worked shall be recommended by the Committee and authorized by Human Resource Services.

**27.08** The Society shall forward to the Union on a monthly basis case assignment statistics detailing each case carrying worker (based upon the Full-Time Equivalent (FTE) status of the position); probation status and the number of cases assigned by type (i.e. Investigation/ongoing/children-in-care).

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**28: Wages**

28.1 Schedule hereto attached headed WAGES AND CLASSIFICATIONS is hereby made part of this Agreement and is based upon the following agreement:

Effective:

- April 1, 2002 - 2.00% economic adjustment - all classifications;
- October 1, 2002 - 1.00% economic adjustment - all classifications;
- April 1, 2003 - 3.00% economic adjustment - all classifications;

28.02 At the time of hiring, each new employee shall receive a letter including the following information:

- a) his/her starting salary
- b) when applicable, his/her hourly rate of pay
- c) his/her classification according to Schedule "A"
- d) a statement including a general description of the job for which he/she has been hired. Said description is not to be misconstrued as a job description and is not grievable
- e) when applicable, the number of hours per week or the number of shifts per week or the number of shifts per fourteen (14) day period the employee will be regularly required to work.

Failure to provide such letter to the new employee is grievable.

28.03 The Society shall calculate the bi-weekly gross pay amounts by dividing the annual salary by 26.1. This will result in a consistent bi-weekly pay and the bi-weekly gross pay will remain the same regardless of the number of pay periods in any given year, exclusive of increments and salary adjustments applied to the bargaining unit.

28.04 The Society agrees to maintain information with respect to each member of the bargaining unit regarding a record of authorized compensatory and vacation time available. The Society further agrees that each bargaining unit member will have access to their respective record of authorized compensatory and vacation time. Such information shall be available online.

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20: Paid Holidays

- 29.01
- a) The following paid holidays, regardless of when they fall, shall be granted with pay to all full-time employees who have been in the employ of the Society for one (1) week prior to the holiday:
    - New Year's Day
    - Good Friday
    - Easter Monday
    - Victoria Day
    - Canada Day
    - Simcoe Day**
    - Labour Day
    - Thanksgiving Day
    - Christmas Day
    - Boxing Day**
  - b) In addition to the holidays mentioned above, one (1) additional day shall be given at either Christmas or New Year's. This day shall be prorated in accordance with the hours worked for regular part time employees. The scheduling of this one (1) day for full-time employees, will be the responsibility of the Team Supervisor/ Supervisor, Midland Receiving Home in accordance with the needs of the Society. In the case of conflict between full-time employees as to whether the additional one (1) day off will be taken at Christmas or New Year's, seniority shall be the determining factor.
  - c) Each calendar year, regular full-time employees, after successful completion of their probationary period, may take a day off with pay at a time of their choice. The choice of time off is subject to service needs and the approval of the employee's Team Supervisor/ Supervisor, Midland Receiving Home. Pay may not be granted in lieu of this day off, and if not taken during the applicable calendar year, it may not be deferred, and is forfeited.
  - d) Each calendar year, regular part-time employees, after successful completion of their probationary period, may take a portion of a day off prorated to their hours of work, at the time of their choice. The choice of time off is subject to service needs and the approval of the employee's Team Supervisor/ Supervisor, Midland Receiving Home. Pay may not be granted in lieu of this day off, and if not taken during the applicable calendar year, it may not be deferred, and is forfeited
  - e) Each calendar year, Emergency After Hours Workers, after successful completion of their probationary period, may take a portion of a day off equivalent to .7 of a day, at the time of their choice. Payment for this day will be equal to the hourly meeting rate established for Emergency After Hours Worker. The choice of time off is subject to service needs and the approval of the employee's Team Supervisor/ Supervisor, Midland Receiving Home. Pay may not be granted in lieu of this day off, and if not taken during the applicable calendar year, it may not be deferred, and is forfeited.

- f) In addition to the paid holidays mentioned in subsection (a) and subsection (b) above, any new statutory holidays, regardless of when they fall, which are proclaimed by the City of Toronto and/or the Provincial or Federal Governments shall be granted with pay to all full-time employees.
- g) Religious Observances:  
Full-time employees who wish to observe religious holidays will be approved for leave. The employee may choose to have a Paid holiday, the Christmas Floater Day or Personal Absence Day substituted to be used to observe up to 3 religious holidays. If a statutory holiday is substituted, the day so substituted becomes the Statutory holiday under the Employment Standards Act. In addition, the employee may also choose to use unused vacation or compensatory time to observe religious holidays. Such request shall be made in writing to the Team Supervisor/ Supervisor, Midland Receiving Home with a copy to Human Resource Services, 4 weeks prior to the date of the religious observance.

- 29.02 Payment for such holidays shall be based on the full-time employee's regular rate of pay he/she would normally have earned on such day. When any of the said holidays fall on other than a regular working day, then the Society shall designate either the preceding Friday or the following Monday or in the case where the full-time employee's regular days off are other than Saturday and Sunday, the day immediately preceding or the day immediately following the scheduled days off as the day upon which the said holiday shall be celebrated.
- 29.03 Should one (1) or more holidays as set out in Article 29.01 occur during a full-time employee's vacation, such vacation shall be extended by that number of days or the full-time employee shall be given the equivalent time off within the calendar year.
- 29.04 In order to be entitled to payment for paid holidays, a full-time employee must have worked the working day immediately preceding the holiday and the working day immediately following the holiday unless absent for reasons acceptable to the Team Supervisor/ Supervisor, Midland Receiving Home.
- 29.05 Full-time employees required or scheduled to work on a scheduled paid holiday shall be granted another day off in lieu.
- 29.06
  - a) Part-time employees shall receive an annual paid holiday allowance calculated and payable on December 31st of each year, or on termination, whichever occurs first, in the amount of two decimal eight percent (2.8%) of their gross earnings earned during the preceding twelve (12) months.
  - b) On leaving the Society, part-time employees shall receive a Paid Holiday allowance calculated in the amount of two decimal eight percent (2.8%) of their gross earnings earned for the period of time since their receipt of the last payment.

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**30: Vacations with Pay**

- 30.01 New employees shall commence to accumulate annual vacation credits from the date of their appointment whether on probation or not. Probationary employees may take a minimum of 0.5 day of earned accumulated vacation at any one time during probation period and up to total actual earned vacation, within the probation period.
- 30.02 Employees are to be credited with their full annual vacation credits January 1st of each year. The vacation year shall run from January 1st to December 31st of each year.
- 30.03 Vacations over the statutory requirements may be deferred for a maximum of one (1) year if recommended by the Team Supervisor/ Supervisor, Midland Receiving Home and approved by the Branch Manager or Service Director as applicable.
- 30.04 a) Employees may take their vacation at a time or times of their choice provided such vacation does not interfere with the efficient operation of the Society. Illness while on vacation b) While on paid vacation an employee who experiences a serious illness or injury which requires confinement to a hospital or confinement to bed for five (5) or more days on advice of a legally qualified medical doctor, and such illness or accident is not caused by the employee's carelessness or negligence, the employee may request that the crediting of the days of confinement be changed from vacation to sick days. The request shall be made in writing and supported by a comprehensive medical report prepared by a legally qualified medical doctor.
- 30.05 Annual vacation shall accumulate on the following basis:
- a) Full-time Child and Family Workers, Child and Youth Workers, Social Service Support and Health Care Support Workers:
- Twenty (20) working days per full calendar year of service and,
  - An additional working day of vacation for each additional year of completed service up to an aggregate of thirty (30) working days, beginning in the vacation year following the year in which they attained their 10th anniversary.
  - As part of recognition for long service described in Article 42, all employees shall be eligible for a one time five (5) additional days of vacation the year in which they attain their twentieth (20th) anniversary.
- b) Full-time employees with more than six (6) months' service on termination of employment will receive the appropriate vacation allowance on a pro-rated basis in accordance with the amount of the vacation year worked excluding unpaid leaves of absence.
- c) Vacation time for temporary employees who work in excess of six (6) months and for regular part-time employees shall be pro-rated based on twenty (20) working days per one full calendar year of service. The time off for each individual employee shall be calculated in terms of actual hours worked, in proportion to the said twenty (20) days.
- d) Full-time and part-time employees with less than six (6) months' service, on leaving the Society, will be paid four percent (4%) of their actual earnings reduced by the value of paid vacation taken under Article 30.01 and 30.05 (c).
- 30.06 The Team Supervisor/ Supervisor, Midland Receiving Home shall post a notice not later than March 1st of each year for the purpose of allowing each employee to signify the time at which



he/she wishes to take his/her annual vacation. It is agreed that each employee will notify the Team Supervisor/ Supervisor, Midland Receiving Home of a first and second choice regarding taking of his/her annual vacation, such notification to be given no later than March 31st. The Team Supervisor/ Supervisor, Midland Receiving Home will post the annual vacation schedule not later than April 30th of the respective year. Said schedule is to be drawn up in accordance with the wishes of the employees and the needs of the Society.

Should two or more employees signify that they wish to take their annual vacations at the same time and the Society cannot allow all such persons to be off at the same time, consideration shall be given to the needs of the Society and the seniority of the employees in determining the schedule. It is understood that the Society will make every effort to give effect to the wishes of the employees in scheduling of annual vacation.

30.07 Employees whose pay day(s) fall during their vacation period shall be paid the said salary before leaving on vacation. Employees shall give two weeks' prior notice to the Finance and Administration Department for such arrangements.

30.08 Vacation pay for Emergency After Hours Workers shall be eight percent (8%) of their gross earnings earned in the applicable vacation year, calculated and payable as of June 30th and December 31st, or on termination, whichever occurs first. Payment shall be calculated based on the gross wages earned between payment dates.

30.09 After completion of three (3) years of employment with the Society, an employee is entitled to request two (2) weeks leave of absence without pay in addition to his/her annual vacation and this leave of absence may be added to the annual vacation of the employee. Such leave shall not be unreasonably withheld.

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31: Hours of Work & Overtime

- 31.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 31.02 a) The normal work week for full-time Social Workers, Nurses, Early Childhood Education Workers, Health Specialists, Parent Support Workers and Social Service Assistants shall be thirty-five (35) hours per week, Monday to Friday, comprised of five (5) seven (7) hour days. Flexible working hours may be arranged by the Team Supervisor after consultation with the employee concerned.
- b) The normal work week for part-time Social Workers, Nurses, Health Specialists, Parent Support Workers and Social Service Assistants shall be specified in writing at the time of hiring. Flexible working hours may be arranged by the Team Supervisor after consultation with the employee concerned.
- 31.03 a) The term overtime shall be deemed to mean any period of time worked over and above an employee's normal work week as defined in Article 31.02.
- b) Except in the case of emergency, all overtime shall be authorized and approved in advance by the Team Supervisor. In order for employees to receive credit for emergency overtime worked, said overtime must be reported to the Team Supervisor within two (2) working days of its incurrence by full-time employees, and within four (4) days of its incurrence by part-time employees.
- c) Overtime shall be recorded on the basis of one quarter (1/4) hour for each full one-quarter (1/4) hour of overtime worked in excess of each normal working day.
- d) For purposes of compensation, overtime shall be calculated on the following basis:
- i) For all hours worked between the 36th and 44th hours per week inclusive, one hour of compensatory time for each such hour of overtime.
- ii) For all hours worked beyond forty-four (44) hours per week, one and one-half (1-1/2) hours of Compensatory time for each such hour of overtime.
- e) Compensatory time shall be scheduled to be taken within ten (10) pay periods of the date of incurrence (according to the pay schedule). If scheduled compensatory time cannot be taken due to service needs, the unused compensatory time shall be compensated on the basis of one (1) hour's pay at the employee's regular straight time rate at the time it was earned, for each hour of said unused compensatory time.
- f) Unused compensatory time shall be compensated with one (1) hour's regular straight time pay for each one (1) hour of unused compensatory time at the time an employee's employment by the Society is terminated.
- g) Part-time employees in classifications mentioned in Article 31.02 and paid at an annual rate pro-rated hourly, will be paid at their regular pro-rated hourly rate for each hour worked up to and including forty-two (42) hours per week and will be paid overtime at the rate of time and one-half (1-1/2) their regular pro-rated hourly rate for each hour worked over and above forty-two (42) hours per week.
- 31.04 The Society's business hours will normally occur within the hours of 9:00 a.m.-5:00 p.m., from

Monday to Friday inclusive. These hours may be varied at the discretion of the Executive Director in accordance with service needs.

- 31.05** Employees shall be allowed one (1) hour for lunch each day **after no more than five (5) consecutive hours of** work.
- 31.06** Employees shall be allowed one (1), fifteen (15) minute break in each of the morning and afternoon of each normal day.

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32: Hours of Work Re: Child Care Workers

- 32.01 a) Normal hours of work for full-time Child and Youth shall be eighty (80) hours each over a fourteen (14) day period running Saturday through Friday, comprised of ten (10) eight (8) hour shifts.
- b) Normal hours of work for part-time Child Care Workers shall be specified at time of hiring in accordance with Article 28.02(e).
- 32.02 Shift schedules shall be arranged by the Supervisor, Midland Receiving Home in consultation with the employees concerned.
- 32.03 Shift schedules for full time child care workers are to be arranged as far as possible so that:
- a) employees are not required to work consecutive holidays;
- b) employees will not be required to work shifts of more than 10 continuous hours' duration;
- c) employees will have at least 10 hours between consecutive shifts;
- d) employees are required to work no more than 8 evening shifts per 14 day period;
- e) employees will have the maximum number of days off to co-incide with Saturday and Sunday;
- f) employees will be granted a minimum of two weekends off per month (including Saturday and Sunday) per 4 week work schedule, excluding employees who are hired exclusively to work on weekend shifts.
- g) all of the aforementioned will be distributed as equitably as possible for a six (6) month period.
- h) employees will not be required to work more than one (1) shift in a twenty-four (24) hour period.
- 32.04 Work schedules shall be posted two (2) weeks in advance of implementation.
- 32.05 Full-time and part-time Child Care Workers will be paid at their regular rate of pay for each hour worked up to and including eighty (80) hours per pay period (two weeks). Full-time and part-time Child Care Workers will be paid overtime at the rate of time and one-half of their regular rate of pay for each hour worked over and above 40 hours per week. "Child Care Workers may choose to take their earned overtime as compensatory time in lieu of pay. Said compensatory time shall be calculated on the basis of one (1) hour compensatory time for each one (1) hour of earned overtime. Compensatory time shall be taken at a time or times mutually agreed between the supervisor and the worker but not later than ten (10) pay periods from the date it was earned".
- 32.06 Child Care Workers shall not be permitted to change hours of work once scheduled without prior permission from the Supervisor, Midland Receiving Home. Requests for such change shall be made at least forty-eight (48) hours prior to such change being made.
- 32.07 Child Care Workers who are unable to report for work as scheduled shall advise the Supervisor, Midland Receiving Home at the earliest opportunity prior to scheduled commencement.
- 32.08 Full-time Child Care Workers shall have no split days off.
- 32.09 Child Care Workers required to work on Paid Holidays listed in Article 29.01(a) will be paid at

the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked on the Holiday, and will not lose their eligibility for another day off in lieu of the Holiday in accordance with Article 29.05.

32.10 Full-time Child Care Workers in receiving home shall receive a shift premium of forty cents (40¢) per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

32.11 When Child Care Workers are called in to work between the following hours, or if authorized overtime ends between the following hours:

10:00 p.m. and 7:00 a.m. (DST)

9:00 p.m. and 7:00 a.m. (EST),

the Society undertakes to provide taxi transportation directly to the homes of those Child Care Workers who do not have personal transportation. The taxi service used will be the service normally used by the Society.

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33: Emergency After Hours Workers

- 33.01 Workers shall work a monthly rotational shift schedule on an "On Duty" and/or "On Call" basis.
- "On Duty" is where workers are scheduled to cover first tour weekdays and/or weekends and to cover second tour on weekends.
  - "On Call" is where workers are scheduled to cover second and third tour and fourth tour weekends as a backup only to workers who are On Duty.
- 33.02 The normal first, second and third tour on weekday shifts for Emergency After Hours Workers shall be 5:00 p.m. until 12:00 midnight of the same day and from 12:01 a.m. until 9:00 a.m. of the same day for the following shift.
- Friday: 5:00 p.m. to 12:00 midnight  
Saturday: 12:01 a.m. to 8:00 a.m.  
8:01 a.m. to 4:00 p.m.  
4:01 p.m. to 12:00 midnight  
Sunday: 12:01 a.m. to 8:00 a.m.  
8:01 a.m. to 4:00 p.m.  
4:01 p.m. to 12:00 midnight  
Monday: 12:01 a.m. to 9:00 a.m.
- 33.04 Shift coverage on Paid Holidays will be the same as for normal weekends. A Paid Holiday will be deemed to commence at 12:01 a.m. and terminate at 12:00 midnight on the actual Paid Holiday.
- 33.05 The monthly shift schedules will be established by the Team Supervisor in consultation with the employees in order for the complement of workers in this classification to meet service coverage and to be entitled to benefits. In order to qualify for benefits provisions, workers are required to work an equal number of monthly scheduled "On Duty" shifts.
- "On Duty" shifts may be traded off for "On Call" shifts within a monthly schedule in consultation with the Team Supervisor provided the trade off does not result in the loss of entitlement to benefits.
- 33.06 There will be three (3) Emergency After Hours Workers scheduled to cover all weekday night duty shifts, and four (4) Emergency After Hours Workers scheduled to cover weekend and paid holidays. One shall be on "first duty", one on "second duty", one on "first call" and when applicable, one on "second call".
- 33.07 When it is necessary for an After Hours Service Worker to attend at court, he/she shall be paid a flat rate of fifty-three dollars (\$53.00) for his/her attendance inclusive of all expenses.
- 33.08 On Paid Holiday shifts, Emergency After Hours Workers will be paid at one and one-half (1½) times the normal shift rate.
- 33.09 When the Society requires an After Hours Service Worker to attend meetings, supervision sessions, in-service training, appointments, etc., at a time when said After Hours Service Worker is not scheduled to work, he/she shall be paid at the following rate for each hour, or part thereof, spent in attending such activities: \$21.50 per hour.
- 33.10 Emergency After Hours Workers, the Health Care Benefits provided in Article 37 - Health

Benefits, the Sick Leave Benefits provided in Schedule "B", Article 21 - Bereavement Leave, and Worker's Safety and Insurance Benefits, shall be administered and applied subject to the following:

- a) Recognizing that Emergency After Hours Workers are regularly scheduled to work on a less than full time basis, for purposes of benefits, they shall be deemed to be "regular part-time employees" as defined in Article 2.05.
- b) All benefits shall be provided on a pro-rated basis, subject to eligibility and in accordance with Article 37 - Health Benefits.
- c) In order to be eligible for said benefits, Emergency After Hours Workers must be scheduled to work and have worked a minimum of 15 hours per week or received a minimum of 15 hours pay in lieu of actual hours worked. Minimum hours are based on an average number of scheduled hours over a four (4) week period.
- d) For purposes of calculating Sick Leave and Worker's Safety and Insurance Benefit, one full 8 hour shift shall be deemed to equal one full working day.
- e) The Emergency After Hours Worker must be scheduled to work in order to be paid sick leave, bereavement leave or Worker's Safety and Insurance Board Benefits.
- f) While the Emergency After Hours Worker is on an approved sick leave or Worker's Safety and Insurance Benefits, the Emergency After Hours Worker shall be paid for the shift that he/she would have been scheduled to work in accordance with current needs and would otherwise have worked if he/she had not gone on leave, until such time as all unused credits are exhausted, subject to Article 14 - Seniority.
- g) Subject to Article 21 - Bereavement Leave, for purposes of Bereavement Leave, an Emergency After Hours Worker shall be paid for the shift that he/she would have been scheduled to work in accordance with current needs and would otherwise have worked if he/she had not gone on leave, up to a maximum of three consecutive calendar days (deemed to be the equivalent of three consecutive working days as per Article 21.02).

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**34: Job Share**

- 34.01** Preamble- Job Share  
Job share is a form of employment which is generally initiated at the request of 2 employees who wish to work the equivalent of one full-time job, each working less than full-time hours. Both employees shall be accountable for the overall achievement of the required position's objectives.
- 34.02** Job sharing requests shall only be considered if the proposed arrangements are for a minimum term of twelve (12) months.
- 34.03** Where a Team Supervisor determines that a position is appropriate for job sharing, the Team Supervisor will specify on the job posting that the position is one that could be shared.
- 34.04** Employees applying for a vacancy or initiating a request on the basis of a job share arrangement shall do so by submitting a written proposal to the employer with the details of the job share arrangement worked out in advance as outlined in **34.06**. Such request will not be denied **provided** that the job share arrangement does not unreasonably interfere with the efficient operation of the Society.
- 34.05** Applicant Roster:  
A roster of staff interested in a job share arrangement shall be maintained in Human Resource Services. The roster shall be listed by job classification to facilitate interested workers in the contacting of other interested staff members.
- 34.06** Application  
An application/proposal for job sharing shall include but not be limited to the following information:
- a) The name of both parties wanting to job share.
  - b) The breakdown in which the specific duties shall be shared between the workers (e.g. case load, paperwork expectations, attendance at meetings, court etc.)
  - c) An outline of the proposed work schedule.
  - d) The method by which information shall be communicated between the Team Supervisor and the two workers.
  - e) An outline for coverage issues such as but not limited to vacation time, compensatory time, general leaves of absence.
- 34.07** Remuneration  
it is understood and agreed that the Society shall not be liable to make any payment in excess of what is required for a full-time employee performing all the work of a full-time position under the Collective Agreement simply because the two (2) employees are sharing the single job. Payments should be shared, not duplicated.
- a) Salary:  
One full-time salary shared between two workers and pro-rated based on the number of hours worked, e.g. each employee occupying half of the same position shall be entitled to 50% of the annual salary, he/she would have been paid had he/she worked full-time.
  - b) **Anniversary** Date:  
The employees shall retain their respective anniversary date for increment purposes.



- c) Hours:  
Hours of work shall be based on the full-time hours established for the position, and calculated as a portion thereof.
  - d) Overtime:  
Employees working under a job sharing agreement shall be compensated for overtime as prescribed by the Collective Agreement Article 31.03(g).
  - e) Benefits:  
The employees shall be entitled to Health and Welfare benefits under Article 31 of the Collective Agreement on a pro-rated basis subject to eligibility of the carrier.  
Deductions for Life Insurance, Accidental Death and Dismemberment and OMERS shall be based on the employee pro-rated salary shall be based on the employees pro-rated salary.
  - f) Vacation:  
Vacation entitlement for each employee shall be calculated on a pro-rated basis.
  - g) Union Dues:  
Unions dues shall be paid on a pro-rated basis.
  - h) Paid Holidays:  
Statutory holidays and the resultant time off with pay are to be pro-rated between the employees. Adjustments to the schedule in order to accommodate such shall be done in consultation with the Team Supervisor.
  - i) **Sick Leave:**  
Sick leave entitlement to be pro-rated for each employee.
- 34.08 Seniority:  
Seniority shall accrue on a pro-rated basis as per Article 14.01 of the Collective Agreement.
- 34.09 Bargaining Unit Status:  
Employees who are in the bargaining unit shall retain their bargaining unit status if they are successful in obtaining a job share position which is within the bargaining unit.
- 34.10 Evaluation:  
The job share **arrangement(s)** shall be evaluated on an **ongoing** basis to assess its impact on **service** to clients as well as on the branch.
- 34.11 **Termination:**
- 1) The job sharing agreement may be terminated with one (1) month written notice at the request of either employee or the Team Supervisor.
  - 2) In the event that one employee wishes to leave the job share position, the remaining employee shall assume the position on a full-time basis unless he/she is able to secure another job share partner within thirty (30) days of the termination.
  - 3) If one employee opts out because he/she wants to resume full-time employment, then the onus is on that employee to compete for vacancies.
  - 4) Where the job sharing agreement is terminated either by request of the employees or the Team Supervisor, or pursuant to the evaluation noted above, the senior employee may remain in the job share position in a full-time capacity. The remaining job share employee will have the right to be placed elsewhere in the Bargaining Unit pursuant to Article 15 of the Collective Agreement. The senior employee may not terminate the job share arrangement for purposes of assuming the position on a full-time basis.

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35: Chetwynd Community Development Program

- 35.01** Chetwynd Community Development Program is a family service, based on prevention. Community residents come together in designing a camp vacation experience which acts as a catalyst for better access to services, neighbourhood cohesion and to address local issues. Staff participation in the Chetwynd Community Development Program is completely voluntary. The following terms and conditions will apply to staff members who volunteer to participate in the Chetwynd Community Development Program and are based on a six (6) day period:
- 35.02** Staff participation from Monday to Friday will be recognized as time worked within the "normal" work week and as such they will receive their regular rate of pay.
- 35.03** Staff volunteering to remain for the duration of one full camp period will be compensated with time off up to two (2) days. These compensatory days are in recognition for Saturday and Sunday and an additional day is provided as a means of recognizing individual's contribution to the program.
- 35.04** Part-time employees participating for the duration of the program will be compensated with time off totaling three (3) days. These compensatory days are in recognition for Saturday, Sunday and an additional day is provided in recognition of the part-time employees contribution to the program.
- 35.05** In the event that a Statutory holiday falls within a given camp period during which a staff member has volunteered to participate for the full camp period, an additional day of compensatory time will be granted the employee in recognition of the holiday.
- 35.06** Staff will be encouraged to utilize a branch or agency vehicle to attend camp. In instances where this is not possible, staff will be permitted to utilize their own vehicle and will be compensated for their mileage at the current Society rate.
- 35.07** The provisions of the Worker's Health and Safety Act will apply to all Society staff volunteering at Chetwynd Community Development Program.
- 35.08** Room and board will be provided to Society staff at no cost as well as to family members in instances where employees elect to invite members of their family.

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36: Individual Contract

- 36.01** The Contract person shall be deemed to mean any individual who provides service to clients and who is retained for purposes of:
- a specific project of non-recurring kind, or
  - a project where outside funding is received to support an initiative of the Society and who is under a contract with a specified termination date, not to exceed twenty-four (24) months.
- The Society shall not assign duties normally performed by employees who are members of the bargaining unit to contract persons, where such assignment would cause or result in the lay-off or loss of bargaining unit positions.
- 36.02** Funding for contract persons shall be exclusive of "base" ministry funding.
- 36.03** It is agreed that such contract may be entered into without regard to the provisions of the Articles relating to promotions or the filling of vacancies, except as outlined herein.
- 36.04** (a) Where the duration of the contract is up to and including twenty-four (24) months, the incumbent may be terminated without regard to seniority notwithstanding Articles 14 and/or 15.
- (b) Where the duration of the contract exceeds twenty-four (24) months, the incumbent shall be credited with seniority accrued retroactive to date of commencement of the contract and shall be deemed to be permanent and shall be entitled to all provisions of this Collective Agreement.
- (c) Seniority accrued under this Article shall be applicable for purposes of Article 17 only.
- 36.05** (a) Persons on an individual contract shall be terminated upon early cancellation of the project, the expiration of funding, the expiration of specified term of the contract, or upon completion of the specified task of the contract or upon four weeks notice of either party. There shall be no right to grieve such termination.
- (b)
- (i) Where the Society would have grounds to take action with respect to a Contract Person and such action would be construed as discipline or dismissal had the Contract Person been an employee within the Society's establishment, that Contract Person shall have the right to grieve whether or not the Society had grounds to take such action.
- (ii) It is further understood and agreed that where the Society has established that it had grounds to take such action that would have otherwise have been deemed to be grounds for discipline or dismissal, had the Contract person been an employee within the Society's establishment, the Contract person shall not have the right to grieve or otherwise challenge the nature, extent, or the appropriateness, implied or otherwise, of the action taken.
- 36.06** Persons engaged pursuant to this Article shall receive compensation and benefits as agreed upon by the Society and the individual concerned, and the total compensation cannot exceed the compensation that would otherwise have been payable had the position been part of the

- Society's establishment.
- 36.07 Any contract person shall not be eligible to apply for any position until two (2) months prior to termination date of his/her contract.
- 36.08 Hours of Work and Overtime - shall be determined in accordance with the terms of the contract negotiated between the Society and the Contract Person and where applicable shall be consistent with Article 30, 31 or 33.
- 36.09 It is further understood and agreed that the following provisions of the collective agreement shall apply:
- 1 - Purpose
  - 2 - Recognition
  - 3 - Discrimination/Harassment
  - 4 - Relationship
  - 5 - Management Rights
  - 6 - Local Representation (Not applicable to new contract persons for the first 12 months)
  - 7 - Management/Union Meetings
  - 8 - No Strikes/No Lockouts
  - 9 - Grievance Procedure subject to 40.05
  - 10 - Policy Grievances subject to 36.05
  - 11 - Arbitration subject to 36.05
  - 12 - Discharge or Suspension Cases subject to 36.05
  - 13 - Time Limits
  - 14 - Seniority subject to 36.05
  - 17 - Newly Created Jobs, Vacancies, Promotions and Transfers subject to 36.05
  - 20.04 - Family Leave
  - 21 - Bereavement Leave
  - 22 - Jury Duty
  - 23 - Pregnancy and Parental Leave
  - 24.02 - Group Registered Retirement Savings Plan
  - 25 - Employee Protection
  - 27 - Workload Management
  - 29 - Paid Holidays subject to terms of the funding
  - 30 - Vacations with Pay subject to terms of the funding
  - 37 - Health Benefits subject to terms of the funding and eligibility
  - 38 - Staff Development subject to terms of the funding
  - 39 - Travel Allowance subject to terms of the funding
  - 44 - Termination
- Schedule B - Sick Leave subject to terms of funding and eligibility
- Letters:
- Auto Leasing
- 36.10 Save as expressly provided by the Article 36, no other terms or conditions of the Collective Agreement shall apply to any persons retained on individual contracts.

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37: Health Benefits

**37.01** The Society agrees to make all health and dental benefits in the master policy with the insurance carrier, and outlined in the employee benefits handbook, available to full-time employees hired for 6 months or more, and their eligible dependents. Retirees who are hired for more than 6 months are not eligible for Life Insurance, AD & D and Health & Dental Benefits, since they may have already been covered by the Society's retiree plan. Eligible dependents (i.e. spouse, significant other and/or child) shall be as defined in the employee benefits handbook. A copy of the master policy will be provided to the Union.

Major medical benefits shall include drug coverage for drugs that legally require a prescription with 80/20% co-insurance.

Basic dental services shall be provided to a maximum of \$1,500 annually at 100% co-insurance. Re-imbursment shall be based on the following:

Effective:

May 21st, 2002 - Current Ontario Dental Association Fee guide  
April 1st of each year to be amended by Current Ontario Dental Association Fee guide

Vision care benefits shall be every two years for adults or every twelve (12) months where there has been a change in prescription only, and every year for each child with 100% co-insurance.

May 21st, 2002 - \$300  
April 1st, 2003 - \$350

Paramedical benefits - \$750 per year - Coverage shall also include services rendered by a Registered Social Worker and Dietician

Benefits for retirees - \$1500 per year

Major medical, dental and vision benefits shall be subject to once per annum a deductible of \$25 for single coverage and \$50 for family coverage.

**37.02** The Society agrees to pay 100% of the Employer Health Tax for all full-time employees.

**37.03** O.M.E.R.S.:

Membership in O.M.E.R.S. is mandatory for all full-time employees from commencement of employment and optional for part-time employees who meet the criteria established under the revised Pension Benefits Act, 1987. O.M.E.R.S. contributions will be made as provided in accordance with the O.M.E.R.S. Act R.S.O. 1970, as amended.

**37.04** Schedule "B" attached hereto and forming part of this Agreement outlines the provisions and conditions relating to sick leave for employees.

**37.05** The Society agrees to cover all employees under the Workplace Safety & Insurance Act.

**37.06** Casual part-time employees and employees hired for not more than six (6) months are eligible only for those benefits prescribed by-law. Such benefits shall be provided on a pro-rated basis subject to eligibility.

**37.07** The Society will provide (subject to eligibility) benefits outlined in this article on .7 pro-rated basis for

- Emergency After-Hours Workers.
- 37.08** (i) The Society will provide (subject to eligibility) benefits outlined in this article pro-rated for regular part-time employees.
- (ii) it is understood and agreed that employees who as of June 1, 1988 work less than full-time hours, but are deemed to be full-time employees, shall retain their status as full-time employees for the purposes of Health & Welfare benefits only.
- 37.09** Employees will be re-imbursed for the cost of the Hepatitis A and B **vaccinations** under the Society's Health Plan providing that the costs cannot be covered under CHIP or public health.
- 37.10** Where an employee is required to produce a medical certificate or report for employment purposes, the employee shall be reimbursed the cost, **if any, of obtaining** such certificate or report upon **submission** of a receipt **substantiating** costs incurred.

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38: Staff Development

- 38.01** Leaves of absence with or without pay may be granted by the Society to employees who have completed a minimum of two (2) years of continuous service. The Society may assist the employees through loans to undertake further study, providing there is a commitment of continued employment with the Society on the part of the employee. Such commitment to be in accordance with forty-five (45) days' employment for each thirty (30) days' educational leave. When on such leave an employee shall not accumulate seniority in excess of twenty-four (24) months.
- 38.02** Each employee has the right to request leave with no **loss** of salary to a maximum of five (5) working days per year to attend professional development courses at the employee's own expense, provided that the course is approved by the Director of Human Resource Services and that such leave does not interfere with the efficient operation of the Society.
- 38.03** Employees, as a condition of employment, shall undertake if asked to do so, special training courses or refresher courses at the expense of the Society, to participate in weekend workshops, and attend other conferences and meetings as may be deemed desirable. Encouragement shall be given to employees to develop their growth and leadership abilities in these ways and through the provision of reading material, staff conferences, community meetings, and other public relations work. Attendance at these courses or meetings outside the normal hours of work shall be compensated for by equivalent time off. Such time shall be calculated in accordance with the conference schedule.
- 38.04** When an employee is required or authorized to attend a convention at the expense of the Society, the Society reserves the right to specify the means and route of travel. The Society agrees to reimburse the employee for any reasonable expense incurred as a direct result thereof. The Society further agrees to advise the employee in advance of the amount of such expenses. Accounts of such expenditures shall be submitted within one month of occurrence.
- 38.05** The Society may pay tuition fees for employees who are taking courses directly related and necessary to their work with a view to improving their social work and child care skills.
- 38.06** A Part-time educational leave of absence with pay may be granted to permanent **employees** who are accepted into an accredited program of study equal to one half (1/2) of the class time required per course up to a maximum of three (3) hours per week, provided that the course is approved by the Director of Human Resource Services and that such leave does not interfere with the efficient operation of the Society.

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39: Travel Allowance

39.01 (a) Mileage rates paid to employees using their own cars on Society business with the approval of the Branch or Service Manager shall be at a rate as follows:

Effective:

- **May 21, 2002** - a rate of **35.0¢** flat rate per kilometre
- **April 1, 2003** - a rate of **37.0¢** flat rate per kilometre.

Employees using personal cars for Society business shall have and maintain a third party liability policy in the amount of one million dollars (\$1,000,000) public liability and property damage. The policy and premiums for such insurance shall be supplied by the employee and the Society agrees to subsidize the cost of such policy as follows:

b) Insurance Subsidy:

<b>Effective:</b>	
May 21, 2002	<b>\$24.00</b>
April 1, 2003	<b>\$25.00</b>

39.02 When an employee incurs meals or other miscellaneous expenses in the course of the performance of his/her job, the Society shall pay for said expenses and such payment shall not be considered as a benefit.

39.03 Employees required to drive their cars on Society business and who have not been assigned a parking space at 26 Maitland Street will receive a parking allowance on the basis of the following:

26 Maitland Street - 1/2 hour

Payments will be included in regular mileage claims

39.04 The Society will provide a vehicle or rental car if it is necessary for each employee who travels.

39.05 Should an employee's car be vandalized while the employee is providing direct service to clients in the normal course of his/her duties, the employee will advise his/her supervisor within twenty-four (24) hours of the incident and the resulting damage. Consideration will be given to the employee's request for a recommendation of the Society to re-imbursement to the employee of the cost of any repairs not otherwise paid for by any other source. In such cases the employee will provide his/her supervisor with materials in which to file an insurance claim. Where the filing of an insurance claim has an impact on the employee's income, the Society shall reimburse said employee for the cost of repairs to a maximum of five hundred dollars (\$500.00). The Society may estimate the costs of repairs if the employee is unable to complete a list of all items and parts of a repair and provide a copy of this list to the union.

39.06 The Society undertakes to cover the cost of tolls on toll highways (e.g. #407) for bargaining unit members during the course of their duties and hours.

- time and distance saved offsets the cost of using the toll;
- employees will submit a copy of the bill related to toll trips, dates travelled and purpose of trip;
- employees will submit along with their mileage claim to their supervisor approval on a monthly basis.

In situations where an employee's work requires the use of highway 407, the manager may approve the reimbursement of the cost of the toll if purchased by the employee.

39.07 The Society agrees to maintain a group term Life and Auto Insurance Plan in accordance with the terms of the Plan Administrator and subject to terms of the plan.

39.08 The Society shall obtain a group plan from CAA provided employees pay all enrollment and premium costs.



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40: Cellular Phones

**40.01** In the interest of ensuring greater protection, safety and efficiencies for all bargaining unit staff, the Society and the Local agree to the following conditions with respect to the purchase of cellular phones:

The Society will reimburse the employee as follows:

- Effective - May 21, 2002 - \$20.00 per month
- upon receiving proof of purchase of a cell phone and providing that the cell phone number is on record with the Society, **re-imbusement** will be added to the employee's monthly mileage claim cheques;
- for the cost of long distance calls which are related to emergencies or personal safety while conducting Society business upon submission of the long distance phone bill;
- re-imbusement of long distance emergency calls will be out of petty cash.

The employee will be responsible:

- for the purchase and maintenance of the cell phone
- to pay all monthly costs directly to the supplier
- to pay the extra per minute charge should the number of total usage minutes be greater than the monthly allowance
- for all charges related to personal use of the cellular phone.

**40.02** In the interest of ensuring greater protection and safety for the Emergency After Hours Workers, the Society and the Local agree to the following conditions with respect to the purchase of cellular phones:

- all Emergency After Hours Workers may use or purchase his/her own cellular phone:
- the Society agrees to reimburse the employee for an annual licensing fee. A cheque requisition, signed by the employee's supervisor will be required for reimbursement;
- the Society agrees to pay \$34.44 flat rate per month;
- the employee agrees to place telephone calls during off peak hours, and will not be reimbursed for any additional costs above the monthly fee;
- the Society agrees that the reimbursement will be added to the employee's monthly mileage claim cheque.

**Catholic Children's Aid Society of Toronto**

**Collective Agreement**

**April 1, 2002 - March 31, 2004**

**41: Technological Change**

Technological change at the Society pertains to the introduction of information technology, equipment and related processes that affect the work undertaking or business carried on by the Society.

**41.01 Notice**

- a) The Society recognizes that this may have an effect on employees and the systems that support the work they do and 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 Executive.
- b) At any such meeting, the Society will provide the Union with information as to the nature of the changes and the employees likely to be affected by such changes.
- c) The Society will also advise the Union of the effect, if any, the change may have on the working conditions and terms of employment of the employees affected.
- d) By the same token, the Society agrees to meet with the Union Executive, during the term of the Agreement and following reasonable notice, for the purpose of discussing any concerns the Union may have with respect to the introduction of significant technological changes which may have any effect on employees.

**41.02 Training**

- a) The Society recognizes that there are individual learning curves and is therefore, committed to providing opportunities for learning which include on the job training for employees who are affected by technological change;
- b) Employees will be required to use the designated technology once the training has been provided;
- c) Time devoted to training due to the introduction of technological change, which has been approved by the Society, shall be considered as time worked.

**41.03 Redeployment**

- a) An employee whose position is declared abolished and therefore, is rendered redundant or displaced from a job as a result of technological change, shall be treated in accordance with Article 15.02 - Lay-Off and Recall;
- b) Every attempt shall be made to avoid lay-off due to the introduction of technological change;
- c) No employee who is displaced from his/her job due to the introduction of significant technological change will suffer a reduction in salary rate as a result of this change.

**Catholic Children's Aid Society of Toronto**

**Collective Agreement**

**April 1, 2002 - March 31, 2004**

**42: Recognition**

**42.01** It is the policy of the Society to formally acknowledge those members of staff whose personal contribution extends over many years.

An employee who completes five (5) years of continuous service with the Society and in each fifth year thereafter, shall receive a memento of the occasion as determined by the Society. Arrangements for the presentation should be in keeping with the intent, which is to give public recognition to ~~staff~~ members who have provided service to the Society over many years.

**42.02** The Society agrees to pay a Long Service Recognition Bonus to each employee who has completed a minimum of ten (10) years of service as of the employee's respective anniversary date as follows:

Effective:

- April 1, 2002 - \$350
- April 1, 2003 - \$450

Catholic Children's Aid Society of Toronto

Collective Agreement

April 1, 2002 - March 31, 2004

43: Retroactivity

- 43.01** Retroactivity will be to the date of **ratification** unless otherwise stated. An employee who retired between **April 1, 2002** and the date of ratification of this agreement shall receive the **full** retroactivity of any increases in wages or salaries that they would have been eligible for had they not retired.

Catholic Children's Aid Society of Toronto

Collective Agreement

April 1, 2002 - March 31, 2004

**44: Termination**

- 44.01 The terms of this Collective Agreement shall remain in full force and effect from **April 1, 2002** to March **31, 2004** inclusive.
- 44.02 This agreement shall be renewed automatically unless either party gives to the other notice of desire to negotiate amendments hereto. Such notice shall be given in writing, not more than ninety (90) days and not less than thirty (30) days before March **31, 2004** the expiry day of this Agreement. Within fifteen (15) days after notice is given, negotiations shall commence. In the event of such notice, all conditions of this Agreement shall remain in effect until a new Agreement is signed or until the conciliation process is completed and the Local is entitled by law to commence a legal strike and the Society is entitled by law to conduct a legal lock-out.

Signed at Toronto this 18<sup>th</sup> day of June, 2002.

For the Society

Terry Daly  
Renee Walsh  
J. J. Dineen  
James Casay  
Louis B.  
Rosanne Brocchi  
E. H. Reed  
W. M. [Signature]

For the Union

[Signature]  
Nigra White  
N. Tentoglon  
John Keller

Catholic Children's Aid Society of Toronto

Collective Agreement

April 1, 2002 - March 31, 2004

Schedule "A": Child & Family Job Class - Definition

Child and Family Job Class

Positions are responsible for the provision of mandated child protection services under the Child and Family Services Act including child protection services, child and family intervention services, child development and child treatment services, residential, family and community services, adoption and placement services and foster care and development services. Positions are normally mandated to apprehend children in need of protection.

Qualifications and Placement on Salary Scale

- Step #1 Non social work degree no experience and thereafter each step shall represent one (1) year of progressively responsible experience.
- Step #3 B.S.W., no experience and thereafter each step shall represent one (1) year of progressively responsible experience.
- Step #4 M.S.W., no experience and thereafter each step shall represent one (1) year of progressively responsible experience. An employee hired from outside with previous directly related experience and progressively responsible child welfare experience shall be placed on the appropriate step of the grid in recognition of said experience.
- Note: CUPE Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class or the Social Services Assistant Job Class to the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the Child and Family Job Class.

Active

Catholic Children's Aid Society of Toronto  
 HUMAN RESOURCES  
 Operating Documents  
 04-06-12a - Policy - Bargaining Unit Salary Schedule - Child & Family Job Class

Cross-Reference:  
 Accreditation Standards:

APRIL 1, 2002 - MARCH 31, 2004

Child Protection Worker	Senior Child Protection Worker	April 1, 2002 2% Economic Adjustment	Oct 1, 2002 1% Economic Adjustment	April 1, 2003 Pay Equity (\$433)	April 1, 2003 3% Economic Adjustment
Non-S.W. Degree		\$42,077	\$42,498	\$42,931	\$44,219
		\$43,818	\$44,256	\$44,689	\$46,030
B.S.W.		\$45,628	\$46,084	\$46,517	\$47,913
M.S.W.		\$47,706	\$48,183	\$48,616	\$50,074
		\$49,748	\$50,246	\$50,678	\$52,198
	Minimum Start Rate	\$51,874	\$52,393	\$52,826	\$54,411
		\$54,095	\$54,636	\$55,069	\$56,721
		\$56,409	\$56,973	\$57,406	\$59,128
		\$58,825	\$59,413	\$59,846	\$61,641
		\$61,336	\$61,949	\$62,382	\$64,253
	MAXIMUM	\$63,955	\$64,595	\$65,028	\$66,979

Note: CUPE Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class to the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the Child and Family Job Class.

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**Catholic Children's Aid Society of Toronto**

**Collective Agreement**

**April 1, 2002 - March 31, 2004**

Schedule "A": **Child & Youth Job Class - Definition**

**Child and Youth Job Class**

Positions at the working level are responsible for providing essential child care and child management services in co-operation with and as an adjunct to social work intervention and child and family treatment services. Positions are normally not authorized to undertake apprehensions under the Child and Family Services Act.

Senior level positions provide senior level child care and child management expertise to severely disturbed and violent youth in care, are accountable for adherence to policies and procedures, take responsibility for more complex cases, provide guidance to junior workers and students, and assist with administrative aspects of service. Positions are not normally authorized to undertake apprehensions under the Child and Youth Act.

**Qualifications and Placement on Salary Scale**

**step #1**

Non Certified, no experience and thereafter each step shall represent one (1) year of progressively responsible experience.

**Step #3**

Child Care Certificate, Child and Youth Diploma or equivalent, no experience and thereafter each step shall represent one (1) year of progressively responsible experience.

**step #5**

Diploma in Child Studies, no experience and thereafter each step shall represent one (1) year of progressively responsible experience. An employee hired from outside with previous directly related experience and progressively responsible experience shall be placed on the appropriate step of the grid in recognition of said experience.

**Step #7**

Child and Youth Diploma, Child Care Certificate, or equivalent, and at least three year's progressively responsible experience. Thereafter, each step shall represent one (1) year of experience.

Note: *CUPE Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class to the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the Child and Family Job Class.*



Active

Catholic Children's Aid Society of Toronto  
**HUMAN RESOURCES**  
 Operating Documents  
 04-06-12b - Policy - Bargaining Unit Salary Schedule- Child & Youth Job Class

Cross-Reference:  
 Accreditation Standards:

APRIL 1, 2002- MARCH 31, 2004

Schedule "A" Child & Youth Job Class

	Child & Youth Worker	Senior Child & Youth Worker	April 1, 2002 2% Economic Adjustment	Oct 1, 2002 1% Economic Adjustment	April 1, 2003 Pay Equity (\$433)	April 1, 2003 3% Economic Adjustment
Grade 12	MIN		\$35,455	\$35,810	\$36,243	\$37,330
			\$36,453	\$36,818	\$37,251	\$38,369
Child Care Certificate			\$37,461	\$37,836	\$38,269	\$39,417
			\$38,522	\$38,907	\$39,340	\$40,520
Diploma Child Studies			\$39,631	\$40,027	\$40,460	\$41,674
			\$40,804	\$41,212	\$41,645	\$42,894
		MIN	\$42,077	\$42,498	\$42,931	\$44,219
			\$43,818	\$44,256	\$44,689	\$46,030
			\$45,628	\$46,084	\$46,517	\$47,913
	MAX		\$47,706	\$48,183	\$48,616	\$50,074
			\$49,748	\$50,245	\$50,678	\$52,198
		MAX	\$51,874	\$52,393	\$52,826	\$54,411

Local 2190 acknowledges that any employee promoted from the Child and Youth Job Class to the Child and Youth Job Class will receive a one step increase as per Society practice. The employee will not be placed in the next step of the Child and Family Job Class.

**Catholic Children's Aid Society of Toronto**

**Collective Agreement**

**April 1, 2002 - March 31, 2004**

Schedule "A": Emergency After Hours Job Class - Definition

Emergency After **H**ours Job Class

Positions are responsible for providing crisis intervention services on an "ON-DUTY" or "ON-CALL" basis outside of normal office hours under the mandate of the Child and Family Services Act including:

- child protection services
- child and family intervention services
- child development and treatment services
- residential, Family and community services
- foster care and development services.

Positions are mandated under the Child and Family Services Act to apprehend children in need of **protection**.

**Qualifications** and Placement on Salary Scale

Emergency After Hours Workers shall be called in accordance with **Article 33** and paid in accordance with the rates as **defined** in Schedule "A".

Catholic Children's Aid Society of Toronto  
HUMAN RESOURCES  
Operating Documents

14-06-12c - Policy - Bargaining Unit Salary Schedule - Emergency After Hours Services Workers

rose-Reference:  
Accreditation Standards:

Emergency After Hours Job Class - Salary Structure  
APRIL 1, 2002 - MARCH 31, 2004

	April 1, 2002 2% Economic Adjustment (Shift)	April 1, 2002 2% Economic Adjustment (Hourly)	Oct 1, 2002 1% Economic Adjustment (Shift)	Oct 1, 2002 1% Economic Adjustment (Hourly)	April 1, 2003 Pay Equity Adjustment Shift	April 1, 2003 Pay Equity Adjustment Hourly	April 1, 2003 3% Economic Adjustment (Shift)	April 1, 2003 3% Economic Adjustment (Hourly)
Step 1 - On Hire	140.51	n/a	141.92	n/a	143.62	n/a	147.93	n/a
Step 2 - 2nd Anniversary Date	145.53	n/a	146.99	n/a	148.69	n/a	153.15	n/a
Step 3 - 4th Anniversary Date	150.75	n/a	152.26	n/a	153.96	n/a	158.58	n/a
Step 4 - 6th Anniversary Date	156.17	n/a	157.73	n/a	159.43	n/a	164.21	n/a
Step 5 - 8th Anniversary Date	161.76	n/a	163.38	n/a	165.08	n/a	170.03	n/a
<b>2nd On Duty Weekdays</b>								
Step 1 - On Hire	71.91	8.48	72.23	8.56	73.08	8.66	75.27	8.92
Step 2 - 2nd Anniversary Date	74.04	8.48	74.78	8.56	75.63	8.66	77.90	8.92
Step 3 - 4th Anniversary Date	76.74	8.48	77.51	8.56	78.36	8.66	80.71	8.92
Step 4 - 6th Anniversary Date	79.52	8.48	80.32	8.56	81.17	8.66	83.61	8.92
Step 5 - 8th Anniversary Date	82.39	8.48	83.21	8.56	84.06	8.66	86.58	8.92
<b>1st On Call Weekdays 1st On Call Weekends 2nd On Call Weekends</b>								
Step 1 - On Hire	42.87	8.48	43.30	8.56	43.80	8.66	45.11	8.92
Step 2 - 2nd Anniversary Date	44.68	8.48	45.13	8.56	45.63	8.66	47.00	8.92
Step 3 - 4th Anniversary Date	46.00	8.48	46.46	8.56	46.96	8.66	48.37	8.92
Step 4 - 6th Anniversary Date	48.56	8.48	49.07	8.56	49.57	8.66	51.06	8.92
Step 5 - 8th Anniversary Date	49.39	8.48	49.88	8.56	50.38	8.66	51.89	8.92

\* When necessary for A/H worker to attend at court - he/she paid a flat rate of \$53.00 - Inclusive of all expenses

\*\* When necessary for A/H worker to attend meetings, supervision, training, and/or appointments when A/H worker is not scheduled to work, he/she is paid hourly rate of \$21.50.

Catholic Children's Aid Society of Toronto

Collective Agreement

April 1, 2002 - March 31, 2004

Schedule "A": Health Care Support Job Class - Definition

Health Care Support Job Class

Positions are responsible for providing related but distinct types of professional nurse consulting services to Child Protection Workers in cases of high risk children under the mandate of the Child and Family Services Act. The senior level may be authorized to apprehend children in need of protection, but this is not a primary function of the jobs.

Qualifications And Placement on Salary Scale

**Nurse**

**Step #1** Registered nurse, no experience and thereafter each step shall represent 1 year of progressively responsible experience.

**Health Specialist**

**Step #3** Registered Nurse with current registration with the Ontario College of Nurses, Baccalaureate Degree in Nursing, three (3) years previous directly related experience and thereafter each step shall represent one (1) year of progressively responsible experience. An employee hired from outside with previous directly related experience and progressively responsible experience shall be placed on the appropriate step of the grid in recognition of said experience.

Catholic Children's Aid Society of Toronto  
**HUMAN RESOURCES**  
 Operating Documents  
 04-06-12d - Policy - Bargaining Unit Salary Schedule - Health Care Support Job Class

Cross-Reference:  
 Accreditation Standards:

New Salary Rangenwith Pay Equity Increase

APRIL 1, 2002 - MARCH31, 2004

Schedule "A"

Health Can Support Job Class

	April 1, 2002 2% Economic Adjustment	October 1, 2002 1% Economic Adjustment	April 1, 2003 Pay Equity (\$433)	April 1, 2003 3% Economic Adjustment
Minimum Nurse	\$45,828	\$46,084	\$48,617	\$47,913
	\$47,706	\$48,183	\$48,616	\$50,074
Minimum Health Specialist	\$49,748	\$50,245	\$50,878	\$52,198
	\$51,874	\$52,393	\$52,826	\$54,411
	\$54,095	\$54,636	\$55,069	\$56,721
	\$56,409	\$56,973	\$57,406	\$59,128
<b>MAXIMUM</b>	\$58,825	\$59,413	\$59,846	\$61,641

Catholic Children's Aid Society of Toronto

Collective Agreement

April 1, 2002 - March 31, 2004

Schedule "A": Social Services Assistant Job Class - Definition

**Social Service Assistant Job Class**

Positions are responsible for providing a range of social services in support of social work practice. Such services are instrumental in accomplishing service goals and plans of care, but are of a social support nature, working under the direction and guidance of clinical teams. Positions are not mandated to undertake apprehensions under the Child and Family Services Act.

**Qualifications and Placement on Salary Scale**

- Step # 1 For existing staff who are presently non-certified but have at least one year's directly related experience. Thereafter, each step shall represent one (1) year of progressively responsible experience.
- Step # 3 Entry level for the class. Two year Social Service or equivalent post secondary education or equivalent, and less than one year's directly related experience. Thereafter, each step shall represent one (1) year of progressively responsible experience.

**Note:** CUPE Local 2190 acknowledges that any employee promoted from the Social Services Support Job Class to the Child and Youth Job Class or the Child and Family Job Class will receive a one step increase as per Society practice. The employee will not be paid at a rate lower than the lower step of the respective Job Class.

Catholic Children's Aid Society of Toronto  
**HUMAN RESOURCES**  
 Operating Documents  
 04-06-12e - Policy - Bargaining Unit Salary Schedule - Social Services Support Job Class

Cross-Reference:  
 Accreditation Standards:

New Salary Range with Pay Equity Increase  
 APRIL 1, 2002 - MARCH 31, 2004

	Social Service Assistant	Telephone Intake Screener	April 1, 2002 2% Economic Adjustment	October 1, 2002 1% Economic Adjustment	April 1, 2003 Pay Equity (\$433)	April 1, 2003 3% Economic Adjustment
Grade 12	Min		\$35,455	\$35,810	\$36,243	\$37,330
			\$36,453	\$36,818	\$37,251	\$38,369
Social Service Diploma or equivalent post-secondary diploma/certificate	Min		\$37,461	\$37,835	\$38,269	\$39,417
			\$38,522	\$38,907	\$39,340	\$40,520
			\$39,631	\$40,027	\$40,460	\$41,674
	Max		\$40,804	\$41,212	\$41,645	\$42,864
			\$42,077	\$42,468	\$42,931	\$44,219
			\$43,416	\$44,756	\$44,889	\$46,030

Catholic Children's Aid Society of Toronto

Collective Agreement

April 1, 2002 - March 31, 2004

Schedule "A": Wages & Classifications

Placement of Employees on the Salary and **Classifications Scales**

In the event that any employee improves his/her qualifications through obtaining a Degree in Social Work from a Canadian University, or a Ryerson Degree in Social Services, or a Child Care Certificate, or a Diploma in Child Studies from a North American University, he/she shall be moved to the applicable salary; step as outlined below, effective the next pay period following notification to the Society in writing.

- a) In the case where the employee is currently at a salary: level below the minimum salary; level of the acquired academic qualification, the employee's salary: will move to the minimum salary; level for the said acquired qualification.
- b) in the case where the employee is currently at a salary: level within the salary: range of the acquired academic qualification, the employee's salary: will move to one step above their existing salary;.



Catholic Children's Aid Society of Toronto

Schedule "B (i)": Sick Leave and Long Term Disability - Regular Full-Time and **Part-Time** Employees

The following Sick Leave Plan is intended to provide **full-time** employees with sick leave coverage for temporary disablement due to illness or non-compensable accidents as well as coverage for long term disability. The Plan does not provide coverage for Pregnancy/Parental Leave.

in determining the entitlement for sick leave hereunder, the Society shall take into consideration illness other than purely physical illness which:

- Is supported by medical documentation from a legally qualified medical practitioner; and,
- directly impacts on an employees performance of job duties.

**Full-time Employees - Sick Leave Credits**

1. For all full-time employees hired after July 1, 1986 they will immediately be entitled to five (5) days sick leave with sick leave pay at 100% of their current salary.
2. Upon completion of three (3) months' service the employee will be credited an additional ninety-five (95) days' sick leave with sick leave pay at 66-2/3% of their current salary.
3. After the said three (3) months of Initial service, the employee will be allowed to convert unused sick leave credits as outlined in paragraph (2) above to full pay sick leave credits as outlined in paragraph (1) above at the rate of one (1) and one half (1/2) full days of sick leave at 100% pay for each full month of service during which the employee receives no less than full pay. Employees are entitled to accumulate sick leave credits at 100% pay during the first three (3) months of employment.
4. At no time would the employee have less than one-hundred (100) days of sick leave combined of the five (5) days at 100% pay per paragraph (1) plus the 66-2/3% paid days as outlined in paragraph (2) plus the sick days converted to 100% paid days as outlined in paragraph (3).
5. Any sick days taken at 100% pay would be replaced by sick leave days credited at 66-2/3% sick leave pay as outlined in paragraph (2) provided that the employee can continue to convert sick leave days credited at 66-2/3% pay to sick leave days credited at 100% pay as provided in paragraph (2).
6. The sick days at 100% pay as outlined in paragraph (1) will remain in the employee's credit only if they are unused or are replaced by operation of paragraph (3).
7. Where all of an employee's entitlements at 100% are fully depleted, at the employee's option, accumulated vacation and/or compensatory time may be used to top-up the employee's salary at 66 2/3% to provide 100% salary.
8. Where through extended illness an employee has fully depleted all sick credits, the employee on Leave of Absence without pay then returns to work, credits will be reinstated as per #1, #2 and #3 of this Schedule "B".
9. Where an employee applies for Long Term Disability and has been approved by the Insurance Company, his/her position may be filled on a permanent basis. Where the employee recovers sufficient to return to work, he/she shall be assigned to a comparable position elsewhere in the Society as per Article 14.01
10. Employees hired prior to July 1, 1979 who currently have more than 100 sick leave days at 100% as of July 1, 1986 under any plan which preceded this plan shall retain their said credits of sick days at 100% pay but not accumulate any additional days of sick leave credits until their current number of sick leave days to their credit is reduced to less than 100 through usage. At that time said employee will be entitled to accumulate sick leave credits in accordance with paragraphs 4, 5 and 6, to a maximum of 100 working days.
11. Employees hired prior to July 1, 1986 and since July 1, 1979 will receive five (5) sick leave days at 100% pay. In addition, the employee will be credited with sick leave days at 100% pay in accordance with

paragraph(3), to a maximum of 100 days at 100% pay inclusive of the said five (5) days' sick leave at 100% pay per paragraph (1) thereafter sick leave credits will be maintained in accordance with paragraph 4, 5 and 6.

Part-time Employees - Sick Leave Credits

12. Regularly scheduled part-time employees will retain any unused sick leave credits as of July 1, 1986 accumulated under any previous plan. Thereafter, such employees will accumulate sick leave credits on a pro-rated basis in relation to their scheduled days and length of service. The maximum number of sick day credits that a regularly scheduled part-time employee shall be able to accumulate shall be pro-rated on the basis of the number of scheduled hours proportionate to a full-time scheduled work week (on the basis that a full-time employee shall be entitled to earn a maximum of 100 sick day credits). Sick days taken shall be paid on a pro-rated basis, based on the number of scheduled days per week in relation to a full-time scheduled work week.

Medical Appointments

13. When an employee is required to attend a doctor or dental appointment during normal working hours and said appointment requires less than 1 and 1/2 hours of time off during working hours, to a maximum of one such appointment per month, then the said employee shall not lose any pay for all such time lost and no deductions shall be made from the employee's sick leave credits. Where, however, said appointment requires the employee to take more than 1 and 1/2 hours time off during normal working hours, then all such time shall be compensated for by deducting from the employee's sick leave credits, if any. Such deductions shall be calculated on the basis of a minimum deduction equal to 1/4 day for each 1 and 1/2 hour of time off or any portion thereof. Furthermore, if the employee requires more than one such doctor's or dentist's appointment within a one month period, then all time off during normal working hours for each such successive appointment after the first appointment, shall be compensated for by deducting from the employee's sick leave credits, if any, on the basis of a minimum deduction equal to 1/4 day for each 1 and 1/2 hour off or any portion thereof.

Long Term Disability

14. In addition to the foregoing, the Society shall purchase and maintain premiums for a Long Term Disability Plan based on 66-2/3% pay commencing after 150 calendar days (equivalent to 100 working days) of continuous illness. In order to qualify for Long Term Disability an employee must be totally disabled from performing any work at the Society. Where an employee qualifies and goes on Long Term Disability, any unused sick leave credits shall remain to the employee's credit to be applied to any future unrelated illness or accident. Where an employee has been on Long Term Disability and returns to work, an unrelated illness or accident shall not include the illness or accident for which the employee was last off on Long Term Disability unless he has returned to work for at least six (6) months during which time there has been no recurrence of the said illness or accident for which he was last off on Long Term Disability. All claims for Long Term Disability benefits shall be subject to the terms of the Master Plan. Accumulated vacation will be paid out.

Collective Agreement

April 1, 2002 - March 31, 2004

Schedule "B(ii)": Sick Leave & Long Term Disability - Emergency After Hours Workers

The following Sick Leave Plan is intended to provide Emergency After Hours Workers with sick leave coverage for temporary disablement due to illness or non-compensable accidents as well as coverage for long term disability. The Plan does not provide coverage for Pregnancy/Parental Leave.

In determining the entitlement for sick leave hereunder, the Society shall take into consideration illness other than purely physical illness which:

- is supported by medical documentation from a legally qualified medical practitioner; and,
- directly impacts on an employee's performance of job duties.

Sick Leave Credits

1. For all Emergency After Hours Workers hired after July 15, 1992 they will immediately be entitled to five (5) shifts sick leave with pay at 100% of the applicable shift rate which the worker was scheduled to work. Shift rates are outlined in Schedule A.
2. Upon completion of three (3) months' service the Emergency After Hours Worker will be credited an additional ninety-five (95) shifts sick leave with sick leave pay at 66-2/3% of their scheduled shift rate.
3. After the said three (3) months of initial service, the Emergency After Hours Worker will be allowed to convert unused sick leave credits as outlined in paragraph (2) above to full pay sick leave credits as outlined in paragraph (1) above at the rate of one (1) and one half (1/2) full shifts of sick leave at 100% pay for each full month of service during which the Emergency After Hours Worker receives no less than full pay. Emergency After Hours Workers are entitled to accumulate sick leave credits at 100% pay during the first three (3) months of employment.
4. At no time would the Emergency After Hours Worker have less than one-hundred (100) shifts of sick leave combined of the five (5) shifts at 100% pay as outlined in paragraph (1) plus the 66-2/3% paid shifts as outlined in paragraph (2) plus the sick shifts converted to 100% paid shifts as outlined in paragraph (3).
5. Any sick shifts taken at 100% pay would be replaced by sick leave shifts credited at 66-2/3% sick leave pay as outlined in paragraph (2) provided that the Emergency After Hours Worker can continue to convert sick leave shifts credited at 66-2/3 pay to sick leave shifts credited at 100% pay as provided in paragraph (2).
6. The sick days at 100% pay as outlined in paragraph (1) will remain in the Emergency After Hours Worker's credit only if they are unused or are replaced by operation of paragraph (3).
7. Emergency After Hours Workers hired prior to July 15, 1992 will receive five (5) sick leave shifts at 100% pay. In addition, the Emergency After Hours Worker will be credited with sick leave shifts at 100% pay in accordance with paragraph (3), to a maximum of 100 shifts at 100% pay inclusive of the said five (5) shifts' sick leave at 100% pay as outlined in paragraph (1). Hereafter sick leave credits will be maintained in accordance with paragraph 4, 5 and 6.

Long Term Disability

8. In addition to the foregoing, the Society shall purchase and maintain premiums for a Long Term Disability Plan based on 66-2/3% of monthly earnings commencing after 150 calendar days (equivalent to 100 working days) of continuous illness. In order to qualify for Long Term Disability an Emergency After Hours Worker must be totally disabled from performing any work at the Society. Where an Emergency After Hours Worker qualifies and goes on Long Term Disability, any unused sick leave credits shall remain to the Emergency After Hours Worker's credit to be applied to any future unrelated illness or accident. Where an Emergency After Hours Worker has been on Long Term Disability and returns to work, an

unrelated illness or accident shall not include the illness or accident for which the Emergency After Hours Worker was last off on Long Term Disability unless he has returned to work for at least six (6) months during which time there has been no recurrence of the said illness or accident for which he was last off on Long Term Disability.

All claims for Long Term Disability benefits shall be subject to the terms of the Master Plan. Accumulated vacation will be paid out.

9. Where through extended illness an employee has fully depleted all sick credits, the employee on Leave of Absence without pay then returns to work, credits will be re-instated as per #1, #2 and #3 of this Schedule "B".
10. Where an employee applies for Long Term Disability and has been approved by the Insurance Company, his/her position may be filled on a permanent basis. Where the employee recovers sufficient to return to work, he/she shall be assigned to a comparable position elsewhere in the Society as per Article 14.01.

**Medical Appointments**

11. When an Emergency After Hours Worker is required to attend a doctor or dental appointment during scheduled working hours and said appointment requires less than 1 and 1/2 hours of time off during working hours, to a maximum of one such appointment per month, then the said Emergency After Hours Worker shall not lose any pay for all such time lost and no deductions shall be made from the Emergency After Hours Worker's sick leave credits.  
Where, however, said appointment requires the Emergency After Hours Worker to take more than 1 and 1/2 hours time off during scheduled working hours, then all such time shall be compensated for by deducting from the Emergency After Hours Worker's sick leave credits, if any. Such deductions shall be calculated on the basis of a minimum deduction equal to 1/4 shift for each 1 and 1/2 hour of time off or any portion thereof.  
Furthermore, if the Emergency After Hours Worker requires more than one such doctor's or dentist's appointment within a one month period, then all time off during scheduled working hours for each such successive appointment after the first appointment, shall be compensated for by deducting from the Emergency After Hours Worker's sick leave credits, if any, on the basis of a minimum deduction equal to 1/4 shift for each 1 and 1/2 hour off or any portion thereof.

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

**Accommodation of Disability in the Workplace & Return To Work**

The Catholic Children's Aid Society of Toronto and C.U.P.E. Local 2190 recognize the responsibility and legal obligation, under the Ontario Human Rights Code and the Society's Policies to:

- accommodate persons with disabilities and undertake initiatives to identify and remove systemic and structural barriers that restrict access to, and limit opportunities of employees and potential employees to full and equal participation and
- re-integrate employees back into the workplace who have suffered a permanent or partial injury or illness.

Therefore the Society is committed to:

- an equitable work environment where all are treated with dignity, fairness and respect;
- partnership between the employee with the disability/illness and the employer; and when the accommodation involves a bargaining unit staff member, C.U.P.E. Local 2190;
- respect the right of the individual to privacy and confidentiality;
- returning employees to work who have been off due to injury, accident or illness as quickly as possible.

For the purpose of this Letter of understanding, the definition of "Disability" includes:

"Conditions that have developed over time, those that result from an accident or those that have been present from birth. This may include physical, mental and learning disabilities and conditions that are non evident".

The Accommodation Process is the:

- Identification of a need for accommodation, which includes provision of medical information or other expert opinions;
- Assessment process, which includes examination of the position, employee's requirements and all possible solutions;
- Development and implementation of an individual accommodation plan which includes the employee, their union representative and the Society;
- Implementation, monitoring and evaluation of the Accommodation program.

The Society and CUPE Local 2190 shall establish a joint committee, which will be comprised of two selected/elected representatives from CUPE Local 2190 and up to two representatives from the Society. This committee will review (and where needed make recommendations for the revision of) the Society's guidelines for accommodation and make recommendations regarding the implementation of a Return to Work & Accommodation of Disability Program. Meetings of the Committee shall be held during normal working hours and time spent attending such meetings shall be deemed to be time worked.

The Society will ensure the provision of appropriate training for the Committee, as recommended by the Committee to the Society and the Union.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 18th day of June, 2002

For the Society  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding  
April 2002 - March 31, 2004

**Additional Transfer Payments**

In the event that the Ministry provides additional ongoing base funding in the form of an economic adjustment for 2002 and 2004 in addition to the commitment to be made under the Ministry's Funding Framework the Society agrees to:

1. Notify the union.
2. Subject to any conditions set by the Ministry with respect to the application of such additional funding, apply that proportion of the additional funding applicable to the bargaining unit salary budget as a general economic increase.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 17th day of May, 2002

<p><b>For the Society</b></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p>	<p><b>For the Union</b></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p> <p><i>[Signature]</i></p>
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Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

**After Hours Backup for Foster Care**

The Society and the Local agree to meet throughout the term of this agreement to discuss the 3 areas within Foster Care Services requiring service outside of regular business hours: Supports to Foster Homes, the Midland Reception Home, the After Hours Placement System.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 18th day of June 2002

For the Society  
Jerry Dal  
Kenil Walsh  
J. 2005  
James Carey  
Fouis To  
Roanne Boccchi  
E. 19 seed  
Wen A. Co

For the Union  
Ernest Santos  
Nissa White  
N. Tentoglor  
John Kelly



Collective Agreement

Letter of Understanding

April 1 2002 - March 31, 2004

Amalgamation, **Regionalization** and Merger Protection

Amalgamation shall be defined as any restructuring of work through full or partial amalgamation of the Society.

Where the Society, or other body, determines there shall be an amalgamation of the Society, which includes the full or partial transfer of any current service to another organization(s) or partnership, or the regionalization or merger of any/all current Society service with another organization(s) the Society shall:

- Notify the Union as far in advance as is practicable of its intent to implement such changes and to meet with the Union;
- Provide the Union with information as to the nature of the changes, the date on which the Society proposes to effect the changes and the employees likely to be affected;
- Discuss how the union could participate in the transition process.

Subject to the terms of any amalgamation, regionalization or merger, the Society will make every effort to ensure that:

- All seniority and service credits are maintained by those 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 as a result of amalgamation of the Society, as defined herein;
- Any bargaining unit employee who has his/her position declared redundant as a result of amalgamation of the Society, as defined herein, shall have the ability to exercise their displacement rights pursuant to Article 15 of the Collective Agreement;
- Subject to Article 15, no bargaining unit employee who is displaced from his/her job due to amalgamation of the Society, as defined herein, will suffer a reduction in salary or benefits as a result of this change;
- Subject to Article 15, in the event of amalgamation of the Society, as defined herein, bargaining unit employees directly impacted by this change shall be provided with training deemed necessary by the parties;
- Where the provision of salary and/or benefits are superior with the new employer, the superior provisions shall apply.

This letter of understanding is not to be construed as any recognition that any such amalgamation falls within the meaning of a "Sale Of A Business" for purposes of the Ontario Labour Relations Act and/or Employment Standards.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 18th day of June, 2002

For the Society  
[Signature]  
Renee W. [Signature]  
[Signature]  
James [Signature]  
Louis [Signature]  
Rosanne [Signature]  
[Signature]  
[Signature]

For the Union  
[Signature]  
[Signature]  
Nina White  
N. [Signature]  
[Signature]  
[Signature]

**Catholic Children's Aid Society of Toronto**

**Collective Agreement**

**Letter of Understanding**

**April 1, 2002 - March 31, 2004**

**Auto Leasing Plan**

The Society agrees to maintain a voluntary Auto Leasing Plan in accordance with the terms of the Plan Administrator and subject to the terms of the master contract.

**This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.**

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 15th day of June, 2002

For the Society  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Union  
[Signature]  
[Signature]  
[Signature]  
[Signature]

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding  
April 1, 2002 - March 31, 2004

**Benefit Plan Amendments**

Previous benefit plan amendments identified below will remain unchanged for the term of this agreement:

- Semi-Private Hospital - no coverage
- Out-of-Country - no coverage
- Dispensing fee capped at \$5.00 for non-emergency drugs
- Dental recall exam (routine cleaning) from 1 every 6 months to 1 every 9 months for plan member and spouse: children remain at 1 every 6 months

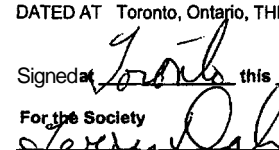
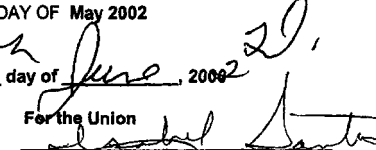
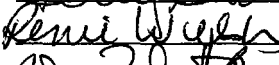
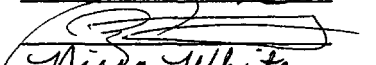
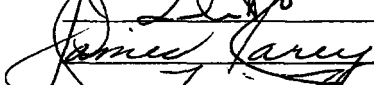
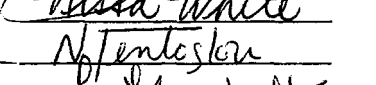
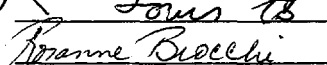


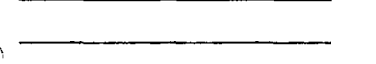
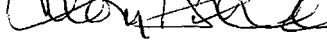

Employees may purchase semi-private coverage through the Society's insurance carriers at their own cost.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 29th day of June, 2002

For the Society

For the Union

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

EI Rebates

It is understood and agreed that the Society has met the requirements pursuant to Section 64A of the Employment Insurance Act and Section 25(1) of the Regulations with respect to the premium reduction through the monetary amendments to the preceding collective agreements.

It is the intention of the Society to apply future reductions pursuant to Section 64A of the Employment Insurance Act and Section 25(1) of the Regulations with respect to the negotiations of future collective agreements.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 18th day of June, 2002
For the Society: [Signatures: Renee Wyckoff, J. DeLis, James Carey, Louis B..., Rosanne Brocchi, E. Nozeda, Adam A...]
For the Union: [Signatures: [Signature], Nissa White, N. Tentoslon, John Kelly]

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding  
April 1, 2002 - March 31, 2004

**Ergonomics**

The Society and the Union agree to support initiatives that promote awareness and education about ergonomically sound practices in the workplace. The Society agrees to provide workstations that meet ergonomic standards and will seek expert consultation as required.

The Central Joint Health and Safety Committee will research & recommend guidelines to be used as part of regular worksite inspections to assess ergonomics which may include:

- 1. the layout and condition of the workstations
- 2. the characteristics of objects or equipment handled
- 3. the physical demands of the work

Quarterly reports of the branch worksite inspections specifically relating to ergonomics will be provided to the Central Joint Health and Safety Committee for the purpose of analyzing the issues raised, if any, and to bring forward recommendations.

This letter of understanding 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 17th DAY OF May 2002

Signed at Toronto this 18th day of June, 2002

<p>For the Society</p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p>	<p>For the Union</p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p>
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Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

Flexible 2-Week Work Plan

Notwithstanding Article 31, the Society and CUPE Local 2190 have agreed that the following "Flexible 2-Week Work Plan" may be utilized by full-time employees on a voluntary basis to guide their hours of work. This Plan will be considered a 'pilot' for the life of the collective agreement and evaluated on an annual basis.

This Flexible 2-Week Work Plan acknowledges the current stressful work environment and has been designed to provide staff with the opportunity to:

- have time off work for their health and well being
- balance work and personal life
- take more control over their hours of work

Definition of Flexible 2-Week Work Plan

Employees will be permitted to voluntarily work extended daily hours, taking into consideration service requirements, for the purpose of earning and banking sufficient credits to allow 1 paid day off in every 10 working days. Eligible employees may opt in or out of the program based on their individual needs.

Implementation of Flexible 2-Week Work Plan

The Flexible 2-Week Work Plan will be implemented on a Society or department wide basis only after mutual agreement on the operation of this system is secured between the Union and the Society.

Flexible Hours of Work

1. Employees who currently work 35 hours per week shall have their regular hours of work spread over a 2-week, 9 working days cycle. The regular hours of work shall remain at 70 during the 2-week cycle.
2. Employees who have opted to participate will identify their preferred day off subject to approval based on seniority and service requirements.
3. Employees may change their preferred day off where a mutual trade has been made with someone on the same team. This trade will require supervisory approval.
4. Employees may flex their schedule to provide for their individual preferences and work habits while at the same time ensuring the efficient operation of the Society. Employees may work between the hours of 8:00 a.m and 7:00 p.m.
5. It is anticipated that the majority of hours worked would be during normal business hours specified in Article 31.04.

Accumulation of Credits

The accumulation of and use of sick leave, vacation and other work day related credits shall remain unchanged.

Vacation or Paid Holidays on Day Off

1. Should a paid holiday fall on a designated Flex Day, an additional day off with pay in lieu shall be granted. For example, if a paid holiday falls on a Friday, Thursday will be deemed the Flex Day. If a paid holiday falls on a Monday, Tuesday will be deemed the Flex Day.
2. If an Employee is on vacation and the designated Flex Day falls during this time frame, that day will be

considered a vacation day.

**Illness on Day Off**

Should an Employee become ill on his/her designated Flex Day off, the day shall be treated on the same basis as if the employee became ill on his/her regular working day.

**Work on Designated Day Off**

When an Employee is not able to take a Flex Day due to a significant scheduling conflict which arises and is out of the Employee's control (i.e. a mandatory court appearance) and approved by the supervisor, the priority shall be to identify an alternate Flex Day. If this cannot be accommodated, then the hours worked shall be considered to be overtime and shall be paid in accordance with Article 31.

**Christmas and New Year**

The Flexible 2-Week Work Plan will not apply during the two (2) weeks over Christmas and New Year's.

**Implementation**

The Flexible 2-Week Work Plan will be implemented within 4 months after the date of ratification. Administrative systems and procedures will be established during this period with the Union.

This letter shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 15th day of June, 2002

<p><b>For the Society</b></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p>	<p><b>For the Union</b></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p> <p><u>[Signature]</u></p>
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Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

Job Security

In recognition of the following, the Society guarantees that no employee who is on staff as of date of ratification will be laid-off from April 1, 2002 to March 31, 2004.

Notwithstanding paragraph one, a temporary bargaining unit employee covered by the terms of the collective agreement who has been on staff for 12 months or more, as of the date of ratification, will remain in the employment of the Society until the expiry of his/her current assignment/contract.

The Society and the Union agree to recognize the use of deployment, transfer, and attrition as the means of avoiding the effecting of lay-offs and/or displacements. The Union further acknowledges that the use of deployment, transfer and attrition, as acknowledged in this letter, shall not be the subject of a grievance. In recognition of Article 15.03 it is hereby acknowledged that where there is a declared surplus of employees coincidental with vacancies elsewhere within the Society, the Society will where applicable fill the vacancies by transferring said surplus employees into the said vacancies. It is hereby acknowledged that Article 17, including the job posting requirements, will be suspended in order to effect said transfers. Only those vacancies that have not been filled by such transfers shall be posted. It is further understood and agreed that the Society's commitment outlined herein is effective until March 31, 2004, and shall automatically expire on March 31, 2004, unless the Union and the Society expressly agree to extend the term of this Letter of Understanding.

For purposes of this letter, the term "lay-off" shall not include or apply to the lay-off of an employee from his/her position where an employee is provided alternate work without loss of time.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 17th day of June, 2002

For the Society

For the Union

Handwritten signatures for both the Society and the Union, including names like James Gray, Louis, Rosanne, and Nissa White.

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

Joint Services or Projects

Where agreement is reached with CCAS, CAST, CUPE Local 2190 and CUPE Local 2316 and CUPE Local 2316-01 with respect to key issues that would apply to all bargaining unit employees working at a joint service or project, any documents arising out of the agreement related to Local 2190 will be incorporated into the collective agreement as a Letter of Understanding.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed for the Society this 17th day of June, 2002

For the Society  
Shermylah  
Denise Webb  
J. D.  
James Carey  
Louis L.  
Rosanne Bisocchi  
E. Reed  
W. A. De.

For the Union  
Isabel Santos  
Nisa White  
N. Jentogian  
J. B. Kelly

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

Liability Protection

The Society will negotiate with the insurance provider to extend legal defence coverage up to \$90,000. If successful, such insurance to become effective on the date the employee is charged and there is no subrogation against the employee in the event that the employee is not acquitted of all charges. All claims will be submitted directly to the insurance carrier and eligibility shall be subject to the terms of the insurance policy. All disputes relating to coverage with respect to any claim shall be determined as between the claimant and the insurance carrier and shall not be the subject matter of a grievance and/or arbitration.

In the event that the Society is unsuccessful in negotiating an extension of legal defense coverage Article 25 shall apply.

In the event the employee does not elect to utilize the services of legal counsel approved by the Society, the Society and the Local agree to provide the employee a list of counsel who have expressed interest in the provision of service. In doing so, the Society and the Local are not endorsing the use of said legal counsel.

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto 18th day of June, 2002

For the Society
James Carey
James Carey
James Carey
James Carey
James Carey
James Carey
James Carey

For the Union
Nissa White
N. Pentozian
Kelly

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

**New Worker Authorization Training Program**

The Society and the Union re-affirm their joint commitment to retaining qualified employees to fulfill the mandate of the Society. Therefore, the Society agrees during the term of this Collective Agreement to meet and discuss with the Union issues arising from the mandated "New Worker Authorization Training Program".

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 17th day of June, 2002

For the Society

For the Union

*[Handwritten signatures for the Society: Gerry Dal, Rene West, James Carney, Louis To, Franca Rocchi, E. 119 22 06, Alon ...]*

*[Handwritten signatures for the Union: Samuel Santos, Nina White, N. Tentoslan, ...]*

**Catholic Children's Aid Society of Toronto**

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

**Social Work & Social Services Worker Act, 1998**

The Ontario Government has passed legislation, the Social Work and Social Service Work Act, 1998, to establish the Ontario College of Social Workers and Social Service Workers. The legislation requires that in order to continue to practice using the title "Social Worker" or "Social Service Worker" or to be identified as a "Social Worker" or "Social Service Worker" that persons who practice social work or social service work become a member of the College.

The Society and the Union re-affirm their joint commitment to retaining qualified employees to fulfill the mandate of the Society. Therefore, 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. The parties agree to continue to examine the legislation and the Implications specifically as it relates both to employers and employees in child welfare.

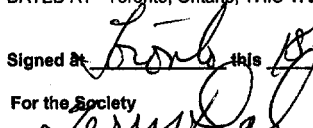
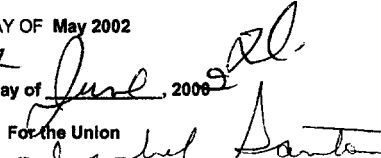
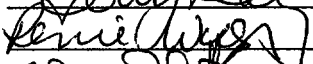
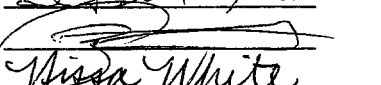
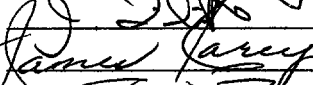
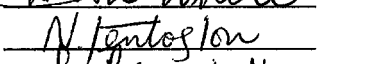
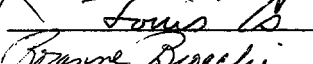
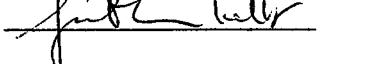
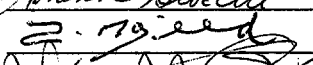

Where such affiliation is voluntary, the Society agrees to continue its present practice in regard to payroll deduction.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto this 17th day of June, 2002

For the Society

For the Union

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 1, 2002 - March 31, 2004

Workload - Assessment Process

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

- Intake - 7.4 to 15
- Ongoing - 17 to 22
- Children in Care - Family Service - 24 to 27
- Children in Care - Child & Youth - 24 to 27
- Children in Care - Adoption - 24 to 27

Where an individual worker's caseload (total number of cases including cases that are slated for closing or transfer) approaches any of the following levels:

- Intake - 15
- Ongoing - 22
- Children in Care - Family Service - 27
- Children in Care - Child & Youth - 27
- Children in Care - Adoption - 27

the following Workload Assessment Process will be initiated.

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 that the worker is involved in.

*Caseload* numbers for part-time workers will be pro-rated accordingly.

Workload Assessment Process

Workload Assessments will include:

- A consideration of **exceptional** workload incurred through temporary coverage of another worker's caseload;
  - Identifying and initiating the necessary steps to **minimize** the likelihood that the individual worker's caseload number will exceed the caseload levels specified above.
1. The Supervisor shall conduct a Workload Assessment of the individual worker's total caseload to determine whether **the** individual's caseload is likely to exceed the caseload levels specified above or is advised by an individual worker that **s/he** believes that their workload level has increased to an unmanageable level, the individual worker may request that the Supervisor conduct an assessment of **his/her** workload.

If the Supervisor concludes that the individual worker's caseload is likely to exceed the caseload levels specified above, and is unable to effect the necessary measures,

the Supervisor shall involve the Branch Manager or Service Manager to explore alternatives towards resolution.

A decision shall be made by either the Supervisor or the Branch or Service Manager level within fifteen (15) **working** days from the date that the request for assessment process was initiated.

2. If the individual worker is not satisfied with the decision at the Supervisor or Branch or Service Manager level, the request for assessment may be referred to a Committee comprised of the Director of Service and the Director of Human Resource Services within ten (10) working days from receipt of the decision at the Branch or Service Manager level. The Committee shall convene a meeting of all persons necessary to address the individual worker's request for a workload assessment within five (5) working days of the filing of the issue. The individual worker may be represented by the Union and the individual worker shall be present. The Society and/or the individual worker may have one (1) additional outside representative provided notice of such representative's attendance is given in advance to the other party. The Committee will consult with the CUPE Representative and solicit recommendations prior to making a final decision. The Committee shall have seven (7) working days from the date of such meeting to provide a written decision which shall include the necessary steps to minimize the **likelihood** that the individual worker's **caseload** number will exceed the requisite level and/or how the **claim** of unmanageable workload will be addressed.

It is further understood and agreed that this letter of understanding and any of its terms as well as Workload Assessment Process is not deemed to constitute in any way either directly or indirectly a right of refusal to work.

This Letter of Understanding does not form part of the Collective Agreement and shall not be the subject matter of a grievance or arbitration, save and except as follows. Where a written decision with specific undertakings is provided in the Assessment Process in #2 above, and the Society fails to implement the specific terms of that decision within any timelines specified in the decision, any grievance filed by or on behalf of the individual worker shall be limited to a claim that the Society has failed to implement the terms of the written decision and shall not include any claim that the Society acted in bad faith. Furthermore, if the grievance is referred to arbitration, the scope of arbitral remedy shall be limited to ordering the specific undertakings in the written decision that the Society has failed to implement.

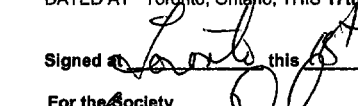
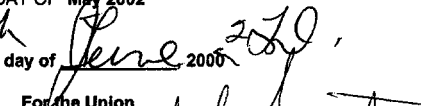
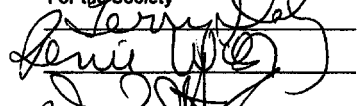
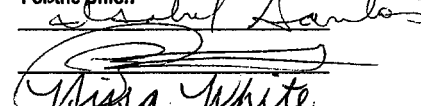
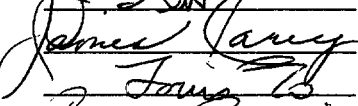
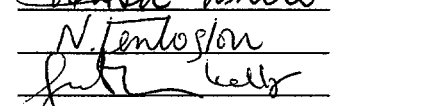
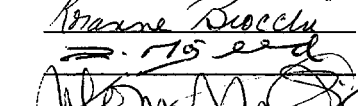
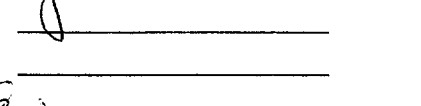
The Letter shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Lambton this 15 day of June, 2002

For the Society

For the Union

Catholic Children's Aid Society of Toronto

Collective Agreement

Letter of Understanding

April 2002 - March 31, 2004

Workload - Caseload Level of Individual Workers

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

- Intake-20
- Ongoing-25
- Children in Care • Family Service • 29
- Children in Care • Child & Youth • 29
- Children in Care -Adoption • 29

This letter of understanding shall remain in full force and effect for the life of this agreement and shall not automatically renew except by express agreement of the parties.

DATED AT Toronto, Ontario, THIS 17th DAY OF May 2002

Signed at Toronto, Ontario this 18th day of June 2002

For the Society

For the Union

*[Handwritten signatures for the Society: Terry De..., Denise..., James..., Louis..., Branne..., Z. Reed, William...]*  
*[Handwritten signatures for the Union: Isabel Santos, Missa White, J. Santos, John Bell]*

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# *Outline & Benefits*

**Catholic Children's Aid Society  
of Toronto – Active Employees**

**Billing Division No. 6029**

**Green  Shield**  
**CANADA**

*Where quality is more than a claim*

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# CLAIMING INFORMATION

All claims submitted to Green Shield require the Green Shield Identification Number **for the person who has received the benefit**. Refer to your Green Shield Identification Card for the applicable number.

Claims must be submitted to Green Shield within 12 months from the date the Eligible Service was incurred.

References to dollar maximums are stated in Canadian funds.

σ

Your health service provider can call Green Shield for prior approval. Generally, providers will bill Green Shield directly by submitting a Green Shield claim form on your behalf.

If you have paid the provider, send your claim form with an original itemized paid receipt, a medical referral if required, the patient's name, address and Green Shield Identification Number to the address indicated below.

## **Green Shield Canada, Attn:**

**Drug Claims**  
P.O. Box 1652  
Windsor, Ontario  
N9A 7G5

**Extended Health Services Claims**  
P.O. Box 1699  
Windsor, Ontario  
N9A 7G6

**Dental Claims**  
P.O. Box 1608  
Windsor, Ontario  
N9A 7G1

**Hospital, Nursing Home, Out-of-Province, Vision Claims**  
P.O. Box 1606  
Windsor, Ontario N9A 6W1

**For claims, eligibility or general information regarding your  
benefits, contact your Benefits Administrator, Broker/  
Consultant or Green Shield Canada's Customer Service Centre at:**

**1-888-711-1119**

**(519) 739-1133 (Windsor, Ontario)**

**Visit our website at: [www.greenshield.ca](http://www.greenshield.ca)**

**OUTLINE OF BENEFITS**  
Catholic Children's Aid Society  
Billing Division No. 6029 – Active Employees

Services shown below will be eligible if they are usual, reasonable and customary, and are medically necessary for the treatment of an illness or injury. Please contact the Green Shield Customer Service Centre at 1-888-711-1119 to determine benefit eligibility and coverage details.

**HEALTH SERVICES**

- Your overall Health deductible is \$25.00 Single or \$50.00 Family per calendar year
- Your co-insurance for Health Services is 80%
- A co-payment of 20% applies to each prescription, when days supply is 30 or less
- A co-payment of 20% plus dispensing fee cap of \$5.00 applies to each prescription when days supply is 31 or more
- Benefits include drugs legally requiring a prescription by law, needles and syringes
- Deductibles and co-payments apply to Emergency Transportation, Audio, Medical Items, Paramedical Services, Dental Accident

Benefits do not include medication for the treatment of erectile dysfunction. Serums and vitamins are also ineligible unless injected and medically necessary. The Ontario Drug Benefit co-pay/deductible for seniors is not a benefit.

**EMERGENCY TRANSPORTATION**

- Ambulance Transportation, for land or air ambulance to the nearest hospital equipped to provide the required treatment

**ACCIDENTAL DENTAL BENEFITS**

Accidental Dental benefits for treatment by a dentist. A dental accident report form must be submitted immediately following the accident.

**AUDIO**

- Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a maximum of \$300.00 once every 5 years
- Batteries are not eligible.

**MEDICAL ITEMS**

Prosthetic Appliances and Durable Medical Equipment as well as replacements, repairs, fittings and adjustments of such devices. Contact the Customer Service Centre to verify eligibility of a particular benefit.

#### PARAMEDICALSERVICES

- Physiotherapist, Clinical Psychologist, Chiropractor', Osteopath, Podiatrist\*/Chiropodist, Naturopath, Registered Massage Therapist\*, Speech Therapist and Dietitian up to a \$750.00 maximum per paramedical discipline per calendar year
- Private Duty Nursing Benefits carry a maximum of \$10,000.00 per participant, per calendar year for the services of a registered nurse (R.N.) or registered nurses assistant (R.N.A.) in the home on a full or part shift basis

#### NOTE:

- 'Chiropractic and/or Podiatry Services are not eligible until the OHIP annual maximum has been exhausted.
- "A medical referral is required for massage therapy.

#### VISION

- Your Vision Benefit carries a maximum of \$350.00 every 24 months (every 12 months for dependent children age 17 and under) for prescription eye glasses and/or contact lenses or \$350.00 every 24 months (every 12 months for dependent children age 17 and under) for medically necessary contact lenses provided they are dispensed by an Optometrist, an Optician or an Ophthalmologist. An additional \$350.00 after 12 months with a change of prescription only for all participants age 18 and over.

Vision benefits do not include eye examinations.

As a Green Shield subscriber, you have access to our national preferred provider vision network arrangement with "The Bay Optical" and "Zellers Vision Centre" stores.

All Green Shield subscribers are eligible to receive a discount of 33% off the regular prices available at "The Bay Optical" and "Zellers Vision Centres". This offer applies to all extra coatings and upgrades. (Excludes disposable contact lenses).

Features of this great value-added service include:

- i) offer applies to any Green Shield subscriber, regardless of whether you have Green Shield vision benefits or not
- ii) direct billing to Green Shield by the provider; the subscriber just pays any portion not covered
- iii) trustworthy retail chains with convenient locations
- iv) discount offer applies to everything such as coatings, upgrades and accessories
- v) hundreds of the latest frame styles to choose from plus latest lens and coating technology
- vi) professional opticians to assist in selecting products

vii) offer applies to **non-disposable** contact lenses

To find a Bay Optical store near you, call the toll free store locator at 1-866-BAY-EYES. Or visit our web site at [www.greenshield.ca](http://www.greenshield.ca)

#### Claiming Information

1. Present your Green Shield Identification Card as proof of being a Green Shield subscriber.
2. The vision provider will apply the appropriate **discount(s)** to your claim and submit the claim directly to Green Shield for payment. You pay your vision provider any balance not covered under your vision benefit.
3. If no vision benefits exist, you pay your provider the full balance owing after the applicable discounts have been applied.

### **DENTAL**

- Your deductible is **\$25.00** Single or **\$50.00** Family per calendar year
- Your overall Dental maximum is **\$1,500.00** per participant, per calendar year
- Your co-insurance is **100%** for Basic and Comprehensive Basic Services
- Basic Services cover: recalls once every **9** months for participants age **20** and over, recalls once every **6** months for participants age **19** and under, other exams and full mouth x-rays every **2** years
- Comprehensive Basic cover denture relines once every **3** years
- Applicable lab, drug and other expenses are eligible to a maximum of **40%** of the allowable professional fee.
- Your eligible claims are reimbursed at the level stated above and in accordance with the Current Ontario Dental Association Fee Guide for General Practitioners

#### BASIC SERVICES

- Recalls include exams, bitewing X-rays, preventive cleanings and fluoride treatments.
- Complete, general or comprehensive oral exams, full mouth x-rays and panoramic x-rays.
- Basic restorations, fillings and inlays.
- Extractions and surgical services, General anaesthetics and intravenous sedation only when done in conjunction with eligible **extraction(s)** and/or oral surgery. Sleep dentistry is not eligible.

#### COMPREHENSIVE BASIC SERVICES

- Endodontic treatment including standard root canal therapy, excluding retreatments.
- Periodontal treatment including scaling and/or root planing.
- Standard denture services including relining and rebasing of dentures plus denture adjustments after **12** months from installation

## **GENERAL INFORMATION**

### **LIMITED BENEFIT CLAUSE**

Green Shield will determine the amount of benefits payable, giving consideration to limited procedures, services, or courses of treatment that may be performed to accomplish the desired result. The attending physician/dentist and the patient have the option of which procedure to use, although payment for the procedure may be based on the "limited treatment" principle. The Limited Benefit Clause is a financial limitation and not intended as a comment regarding any treatment recommended or performed by a physician/dentist.

### **PREDETERMINATION**

If the cost of any proposed treatment is expected to exceed \$300.00, submit to Green Shield a detailed treatment plan from your provider **before your treatment begins**. If a description of the procedures to be performed and an estimate of the charges **are not submitted in advance**, Green Shield reserves the right to make a determination of benefits payable, taking into account alternate procedures, services or course of treatment, based on accepted standards of medical/dental practice.

### **GENERAL OVERALL EXCLUSIONS**

Eligible Services do not include and reimbursement will not be made when we are aware of or have been apprised of:

1. Services or supplies received as a result of disease, illness or injury due to any of:
  - intentionally self-inflicted injury while sane or insane
  - an act of war, declared or undeclared
  - participation in a riot or civil commotion
  - committing a criminal offence
2. Failure to keep a scheduled appointment with a licensed medical/dental practitioner.
3. Services or supplies which are cosmetic in nature.
4. The completion of any claim forms and/or insurance reports.
5. Services or supplies which do not meet accepted standards of medical/dental/ophthalmic practice, including charges for services or supplies which are experimental in nature.
6. Services or supplies normally paid through any provincial government health plan, Workplace Safety & Insurance Board, the Assistive Devices Program or any other Government Agency, or which would have been payable under such a plan had proper application for coverage been made, or had proper and timely claims submission been made.

7. Services or supplies from any governmental agency which are obtained without cost by compliance with laws or regulations enacted by a federal, provincial, municipal or other governmental body.
8. Services or supplies which are not recommended or approved by the attending physician/dentist.
9. Services or supplies that you are not obligated to pay for or for which no charge would be made in the absence of benefit coverage.
10. Services or supplies which are legally prohibited by the government from coverage.
11. The replacement of lost, missing or stolen items, or items which are damaged due to negligence.
12. Any eligible service that relates to treatment of injuries arising out of a motor vehicle accident.

#### CO-ORDINATION OF BENEFITS (COB)

Where you or your dependents have coverage with more than one carrier, claims shall be co-ordinated so that reimbursement from all coverages shall not exceed 100% of the actual claim. Ask for our COB brochure for information on how your family can receive this service.

#### SUBROGATION

Green Shield retains the right to subrogation if benefits have or should have been paid or provided by a third party. In cases of third party liability, you must advise your lawyer of these rights.

#### GROUP CONVERSION PACKAGE

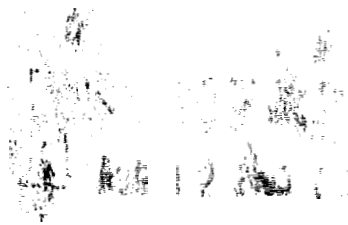
Any employee who will be terminating employment where there is an active Green Shield group benefits program in force and who will lose their group benefits may enroll in the Green Shield Group Conversion Program.

Dependent children who are no longer eligible for benefits under their parents Green Shield group benefits program may also enroll in the Green Shield Group Conversion Program.

Your application must be received within 60 days of termination of your benefits from your Green Shield group program.

*April 16, 2003*





**OMERS**

## **Important!**

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

Pension Plan Registration  
Number: 0345983

Printed May 2002

Disponible *en français*

Printed in Ontario on recycled paper.

# Introduction

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

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

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

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

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

## Information

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

OMERS  
One University Avenue, Suite 1000  
Toronto, Ontario M5J 2P1

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

Fax: 416-369-9704

E-mail: [client@omers.com](mailto:client@omers.com)

Web: [www.omers.com](http://www.omers.com)

## Plan benefits

Here are the key features of your OMERS pension plan.

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

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

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

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

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

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

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

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

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# Membership in OMERS

1

## When do I join OMERS?

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

## Continuous full-time employees

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

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

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

### Compulsory membership

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

### Voluntary membership

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

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



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

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

### **Municipal councillors and heads of council**

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

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

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

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

## Plan Contributions

### Contributions to resume in 2003!

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

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

#### Contribution rates

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

\*Year's Maximum Pensionable Earnings

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

### Who pays for my benefits?

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

Your OMERS Pension



### Examples for 2003

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

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

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

The **Year's Maximum Pensionable Earnings (YMPE)** are set for the Canada Pension Plan (CPP), effective January 1 each year. You pay contributions to the CPP on earnings up to that amount.

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

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

### Maximum service – 35 years

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

**Maximum pension (see also page 12)**

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

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

**Municipal councillors or heads of council**

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

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

## Credited Service

### What is credited service?

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

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

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

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

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



Your OMERS Pension

**Example**

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

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

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

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

**Leave periods**

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

**Broken service**

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

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

**Buying broken service**

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

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

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

### **Reduced pay**

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

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

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

### **Pregnancy/parental leave**

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

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

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

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

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

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

**More information**

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

**Buy-backs**

You may purchase some or all of your:

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

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

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





## Normal Retirement Pension

### What is my normal retirement age?

Your normal retirement age is **65**.

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

### What is my normal retirement date?

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

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

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

### Payment of pensions

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

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



Your OMERS Pension

## What will my normal retirement pension be?

Your annual normal retirement pension calculation is as follows:

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

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

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

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

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

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

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

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

**Canada Pension Plan (CPP) offset**

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

**The OMERS CPP offset formula**

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

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

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



Your OMERS Pension

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

### How do I calculate my normal retirement pension?

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

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

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

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

Your OMERS Pension

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

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

Five-year average YMPE:  
 $\$189,300 \div 5 = \$37,860$

**Pension formula:**

2%	x	<b>Credited service</b> (maximum 35 years)	x	<b>Pensionable earnings</b>
Less:				
0.675%	x	<b>Credited service</b> after January 1, 1966 (maximum 35 years)	x	<b>Five-year average YMPE</b> or <b>Pensionable earnings</b> whichever is less

**Example A**

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

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

**Example B**

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

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

**Total annual retirement income for examples A and B**

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

### Total annual pension

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

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



Your OMERS Pension

## Inflation Protection

### Will my pension be indexed?

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

Increases are effective each year on January 1.

### Indexing formula

The indexing formula is:

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

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

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

### Other indexed benefits

Deferred pensions are indexed (while they remain deferred).

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

Your OMERS Pension



## Early Retirement

### **May I retire before age 65?**

Normally, you may retire as early as age 55.

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

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

### **Unreduced early retirement pension**

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

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

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

### 90 factor

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

#### Example – 90 factor

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

Sushma's age	62
Credited service	21.5
Previously refunded OMERS service	7.5
<b>TOTAL</b>	<b>91</b>

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

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

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

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

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

\*Age plus service

### 30 year provision

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

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

#### Example – 30 year provision

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

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

2%            X            30.5            X            Donovan's pensionable earnings

less, at age 65;

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

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

## Reduced early retirement pension

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

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

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

### Example – Reduced early retirement pension

(5% reduction per year)

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

Andreas' age	59
Credited service	26.5
<b>TOTAL</b>	<b>85.5</b>

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

This is calculated as follows:

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

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

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

less, at age 65:

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



Your OMERS Pension

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

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

\*Age plus service

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

## Disability benefits

### What if I become disabled?

If you are totally disabled:

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

### Disability elimination period

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

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

### Disability waiver benefit

For the disability waiver benefit, “totally disabled” means:

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

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

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

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

## Disability pension

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

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

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

The disability pension can begin on the latest of:

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

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



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

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

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

Your OMERS Pension

## Portability Options

### What if I leave my employment?

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

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

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

### Terms

#### Committed value

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

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

#### Locking-in rules

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

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

Your OMERS Pension

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

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

## Options if my employment ends

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

### **Continued OMERS Membership**

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

### **Transferring your credited service**

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

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

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

### Deferring your pension

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

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

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

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

### Commutated value transfer

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

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

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

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

**Cash refund**

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

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

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

## Survivor Benefits

### Who's eligible for a survivor's benefit?

#### Eligible spouse

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

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

#### Same-sex partner

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

#### Eligible dependent child

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

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

#### Dependent child benefit period

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

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

## What if I die BEFORE my pension begins?

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

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

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

### Spouse's pension

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

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

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

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



Your OMERS Pension

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

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

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

**Minimum pension guarantee**

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

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

**Refund option**

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

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

**Eligible dependent children's pension**

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

The total eligible dependent children's pension equals 66⅔% of the pension earned to the date of your death. We divide the children's pension equally among your eligible dependent children who are within their dependent child benefit periods.

Your OMERS Pension



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

**Benefit payable to your named beneficiary or estate**

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

**What if I die AFTER my pension begins?**

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

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

**Spouse's pension**

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

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



Your OMERS Pension

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

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

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

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

#### **Eligible dependent children's pension**

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

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

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

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

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

**Residual benefit amount**

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

## Guarantees

### The 50% Rule

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

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

### The pre-1987 minimum benefit guarantee

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

Your OMERS Pension

## Supplementary Benefits

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

### Type 1 supplementary benefit

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

#### Optional service

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

### Type 2 supplementary benefit

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

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

### Type 3 supplementary benefit

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

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

## Additional Pension Offset

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

## OMERS and Income Tax

### Contributions to OMERS

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

### Contributions to a Registered Retirement Savings Plan (RRSP)

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

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

### What affects my RRSP room?

#### Pension adjustment (PA)

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

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

**Example**

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

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

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

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

**Pension adjustment reversals (PARs)**

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

**Past service pension adjustment (PSPA)**

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

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

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



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

**OMERS plan registration number**

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

## Further Information

### Assignment (Who has legal access to my pension?)

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

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

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

### Working while on pension

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

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

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

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

## Surplus/deficit

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

## How to apply for a benefit from OMERS

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

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

## Published information

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

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



Your OMERS Pension

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

## OMERS on-line!

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

### This handbook too!

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

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

## More information

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

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