

# Collective Agreement

Between

Ontario Public Service Employees Union  
On behalf of its Local 116

and

Children's Aid Society of London and Middlesex  
**Social** Work Staff / Residential Staff / Clerical & Support Staff  
Family Support ( Homemaker)

Begins:  
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## **ARTICLE 1 - PURPOSE**

- 1.01 By Letter of Understanding, dated December 3, 1992, **the** parties agreed to combine the four collective agreements into a single Collective Agreement. **The** Bargaining Units were as follows:
- (a) Clerical and Support **(1974)**
  - (b) Social Work/Residential **(1979)**
  - (c) Part-time Social Work/Residential **(1979)**
  - (d) Family Support/Homemaker **(1989)**
- 1.02 The purpose of this Agreement **is** to establish and maintain collective bargaining relations between the Society and its employees and, subject to **the** fulfilling of the objectives **of** the Society, to **give** service to the public in accordance with the *Child and Family Services Act, R.S.O. October, 1984*, as amended, as well **as** the community mandate which the United Way of Greater London funds, 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 to provide procedures for the prompt and equitable disposition of grievances. **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 aforementioned objectives.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Society recognizes the Union **as** the sole and exclusive bargaining agent for all persons employed by the Children's Aid Society of London and Middlesex, save and except Supervisor and persons above the rank of Supervisor, Program Coordinators, Senior Counsel, Executive Assistant, Department Director's Secretaries, Human **Resources** Assistant, and Assistant Manager of Computer Operations.
- 2.02 **The** Society recognizes and will maintain the practice of designating full-time and part-time employees. In this Agreement part-time employees shall **be** those who regularly work twenty-four **(24)** hours or less **per** week.
- 2.03 **Regular** part-time staff refers to employees whose hours of work are scheduled in advance, Casual part-time staff refers to employees who are available for double staffing purposes and employees called to work to cover in the event of another employee not showing for work.

### **ARTICLE 3 - NO DISCRIMINATION**

- 3.01 **The** Society and the Union agree that there will be no intimidation, discrimination, interference, restraint, coercion or harassment 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 Union or because of **his/her** activity or lack of activity in the Union.
- 3.02 The Society and the Union agree that there will be no discrimination or harassment against any employee because of **his/her** race, creed, colour, gender, sexual orientation, handicap, marital status, nationality, ancestry, or place of origin.
- 3.03 The Society agrees to acquaint new **employees** with the fact that a Union agreement **is** in effect and the Union shall provide them with a copy of the existing Collective Agreement. **The** Society further agrees to provide the Union with the **names** of new employees **as** hired and to provide a reasonable amount of time for a shop steward to introduce new employees to the Union.
- 3.04 It **is** agreed that the parties shall share equally the cost of printing the Collective Agreement in booklet form. All printing shall **be** done **by** the Society or OPSEU Head Office in accordance to an agreed upon size.

### **ARTICLE 4 - RELATIONSHIP**

- 4.01 The parties hereto mutually agree that all employees of the Society covered **by** this **Agreement** may become Union **members** if they choose to **do** so.
- 4.02 The Society agrees to deduct from the monthly payroll of all persons who are members of the bargaining unit beginning on the first day of employment, an amount equivalent to the dues (including union dues on any retroactive payment), as prescribed by the Union. **The** Society agrees to remit the amount **as** dues, together with a record and social insurance number of those from whom pay said deductions have been made by the 15th day of the following month, to the **Head** Office of the Union,

### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognizes and acknowledges that the Management of the **Society's** operations **and** direction of **the employees** are fixed in the Society and, without restricting the generality of the foregoing, the Union acknowledges that it **is** the exclusive function of the Society to:

- (a) maintain order and efficiency:
- (b) hire, promote, demote, classify, transfer, lay-off, suspend and retire employees; and to discipline or discharge **any** employee provided that **a** claim by an employee that **he/she** has been discharged or otherwise disciplined without just cause, or improperly demoted or transferred, may be the subject of a grievance **and** dealt with as hereinafter provided. **It is** understood that there would **be** a lesser standard of **cause** in the event of **the** discharge of a probationary employee than which would be applied in the case of discharge of a seniority employee;
- (c) make, alter and enforce, from time to time reasonable rules and regulations to be observed by the employees provided such rules and regulations are not inconsistent with provisions of this Agreement and the *Ontario Human Rights Code*;
- (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; and to determine and exercise all other functions and prerogatives which shall remain solely with the Society except as specifically limited by the express provisions of this Agreement.

5.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Society's reasonable rules, or any of the provisions of this Agreement, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

## **ARTICLE 6 - UNION REPRESENTATION**

6.01 For the purpose of this Article, the Society agrees to recognize the employees as Union Local 116, hereinafter called "the Union". All references to the Union, its officers and members, unless otherwise specified, shall also refer to the Local, its officers and members.

6.02 The Society agrees to recognize the following Union committees: an Executive Committee, **a** Grievance Committee, a Negotiating Committee,

an **Employer/Employee** Relations Committee, and a Health and Safety Committee.

- 6.03 For the purposes of this Article, the name and position of each **of** the committee members from time to time selected 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.
- 6.04 The Society undertakes **to** instruct all of its managerial employees to co-operate with the committee members in the carrying out **of** the terms and requirements of this Agreement.
- 6.05 The Union undertakes to secure from its committee members and members their co-operation with the Society and with **all** persons representing the Society *in* a managerial capacity.
- 6.06 **The** privilege of committee members to leave their work without loss of basic pay to attend to Union business is granted on the following conditions:
- (a) such business must be between the Union and the Society, except for conciliation or arbitration proceedings;
  - (b) the time shall be devoted to the prompt handling of necessary Union business;
  - (c) the committee members concerned **shall** obtain **the** permission **of** the supervisor concerned before leaving their work. Such permission 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.
- 6.07 All committee members shall have **completed** their probationary period.
- 6.08 Where there are no eligible employees who have completed their probationary period, and it *is* necessary to **appoint** a committee person to represent the employees, the Society agrees to recognize an appointment which does not meet the requirements of Article 6.07.
- 6.09 The Union will **be** allowed to hold meetings and to sponsor educational functions on the Society's premises provided permission for such meeting **is** obtained in advance from the Director of Human Resources.

6.10 Except as provided in Article 6.13(f), it is understood and agreed that, either party may be represented or assisted by an outside representative at any meeting of the committees listed in Article 6.02.

6.11 Grievance Committee

For purposes of processing employee grievances the Grievance Committee shall be composed of two members including the chief steward or his/her representative and the steward from the appropriate division.

6.12 Negotiating Committee

For the purposes of negotiations the Employer acknowledges the right of the employees to select a negotiating committee of up to six (6) representatives and will recognize said committee and OPSEU representatives for contract negotiating purposes.

6.13 Employer/Employee Relations Committee

- (a) For the purpose of consulting on matters of general and mutual interest the Employer/Employee Relations Committee shall be composed of an equal number of employer/employee representatives (up to four [4] from each).
- (b) The Committee shall meet at regular intervals, and/or at the initiative of either party. Agenda items may be advanced by any member of the Committee.
- (c) The position of Chair and the taking of minutes shall be rotated amongst the Committee members.
- (d) The Committee shall deal with matters of general and mutual interest, including services to the public with the aim of preventing conditions which could lead to serious Union-Management problems.
- (e) The Committee shall not deal with matters covered by the Collective Agreement, and shall not act as a substitute for the Collective Agreement.
- (f) It is understood and agreed that the parties shall not have any outside representation at any Employer/Employee Relations Committee. The subject matter or conduct of the parties at the Employer/Employee Relations Committee meetings shall not become the subject matter of any grievance, arbitration or complaint.

6.14

Health and Safety Committee

In accordance with the *Occupational Health and Safety Act*, the employer recognizes the Health and Safety Committee (up to six [6] from each).

6.15

The Local Union President's workload and Chief Stewards workload **will** each **be** reduced by forty percent (**40%**) without loss of pay or credits.

**ARTICLE 7 - NO STRIKES - NO LOCK-OUTS**

7.01

There shall be no strikes, slowdowns or lockouts so long as this Agreement continues to operate. The words "strike" and "lockout" have the meaning attributed to them in the interpretation section of the *Ontario Labour Relations Act, R.S.O. 1993* as amended.

7.02

The Union 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 agrees not to indiscriminately administer such discipline in the fight **of** facts **as** they appear at that time.

7.03

The Employer agrees that the Union may file an unfair labour practise charge if the Employer engages in such a lockout.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01

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

8.02

**It is** understood and agreed that the **grievor** may **be** assisted by **his/her** Grievance Committee member(s) at all steps **of** the complaint or grievance procedure.

8.03

It is understood and agreed that the grievor may be assisted by the O.P.S.E.U. representative at all steps of the grievance procedure.

8.04

**It is the** mutual desire of the parties that **all** complaints and grievances be adjusted **as quickly as** possible. It is understood that **any** employee may present **an oral** complaint at any time to **his/her** immediate supervisor without resorting to the grievance procedure below. Except where otherwise provided, it is understood that an employee has no grievance



unless and until the matter **is** first discussed with the **employee's** immediate supervisor. The employee may be accompanied **by** his/her steward **if he/she so** desires. **If** upon the completion of said discussion the matter **is** not resolved, it may **be** grieved and disposed of in the following manner.

### Step No.1

The employee must submit a written grievance to the Supervisor. The grievance shall specify the Article or Articles of which **a** violation is alleged and **shall** contain a statement of the facts relied upon and indicate the relief sought, Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance and must **be** signed by the employee claiming to be aggrieved. A meeting **shall be** arranged to discuss the grievance. The employee **may** be accompanied **by** his/her committee member. The member of Management to whom the grievance was submitted shall submit the answer in writing within ten (10) working days of the filing of the grievance at Step No.1.

### Step No.2

Failing settlement of the grievance at **Step No. 1**, or failure of the appropriate member of Management in Step No. 1 to submit the reply within the prescribed period, the employee shall present the grievance in writing to the Department **Director/Manager** of the Society within five (5) working days from the time the reply **is** received or should have been received in Step No. 1. **A** meeting **shall be** arranged to discuss the grievance. The Department **Director/Manager** shall have five (5) working days from the date of receipt to render a decision. Such decision shall be in writing.

### Step No.3

Failing settlement of the grievance at Step No. 2, or failure of the appropriate member of Management in Step **No. 2** to submit the reply within the prescribed period, the employee shall present the grievance in writing to the Director of Human Resources within five (5) working days from the time the reply is received or should have been received in Step **No. 2**,. **A** meeting **shall** be arranged to discuss the grievance. The Director of Human Resources shall have five (5) working days from the date of receipt to render a decision. Such decision shall be in writing.

## ARTICLE 9 - ARBITRATION

9.01 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 8 and which has not been settled will, at the

written request of either **of** the parties, within ten (10) working days of receipt of the reply at Step No. 3, be referred to a Board of Arbitration.

- 9.02 **The** Board of Arbitration **will** be **composed** of **one** (1) person appointed by the Society, one (1) person appointed by the Union and a third person to act as Chairperson chosen **by** the other two (2) members of the Board, or the parties can mutually agree on the use of a single Arbitrator,
- 9.03 Within **ten** (10) working **days** of the request by 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 shall apply to the Minister **of** Labour within five (5) working days requesting appointment of a nominee.
- 9.04 Should the person chosen by the Society to act on the Board and the person **chosen by** the Union fail to agree on a third person within ten (10) working days of the notification mentioned in 9.03 above, within three (3) working days thereof the Minister of Labour of the Province of Ontario will be asked to nominate a person to act as Chairperson. **Such** request shall be made **by** the party wishing to further process the grievance.
- 9.05 The Arbitration Board or Arbitrator shall hear and determine the difference or allegation and shall **issue** a decision and the decision is final and binding upon the parties and upon any employee affected by it.
- 9.06 For purposes of this Agreement, the decision of a majority **is** the decision **of** the Arbitration Board or Arbitrator, but if there is no majority the decision of the Chairperson governs.
- 9.07 The Board **of** Arbitration or Arbitrator shall not have any power to alter or change **any** of the provisions of this Agreement, or to substitute any new provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.
- 9.08 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.
- 9.09 No person who has been involved in any attempt to negotiate or settle the grievance **shall** be a member of that Board of Arbitration or Arbitrator.

## **ARTICLE 10 - POLICY AND GROUP GRIEVANCES**

- 10.01 It is understood that the Society **may** bring forward at any meeting held with the Union Executive Committee any complaint with respect to the conduct of officers, committee persons or Union representatives 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** a grievance of an employee,
- 10.02 Similarly, the Union shall have the right to process policy grievances which **could** not otherwise be processed by individual employees.
- 10.03 **All** policy grievances shall be initiated in writing at Step No. 3 of the grievance procedure.
- 10.04 On mutual agreement of the parties, grievances arising out of the same matter may be consolidated as a "group grievance".

## **ARTICLE 11 - DISCHARGE AND SUSPENSION CASES**

- 11.01 A claim by an employee 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 Director of Human Resources at Step No. 3 of the grievance procedure within seven (7) working days after the former employee ceases working for the Society and, for the purposes of this Article, Steps No. 1 and 2 shall be waived. It is understood that there would be a lesser standard of cause in the event of the discharge of a probationary employee than which would **be** applied in the case of discharge of a seniority employee. Such special grievance may be settled by mutual agreement at any time, including after the release of the arbitration award, **by**:
- (a) confirming the Management's action in dismissing 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.
- 11.02 A discharged employee shall be advised in writing within three (3) working days of the reason for discharge.

## **ARTICLE 12 - TIME LIMITS**

- 12.01 Notwithstanding Section 48, subsection (16) of the *Ontario Labour Relations Act, R.S.O., 1970*, as amended, for purposes of Articles 8, 9, 10 and 11, and all grievances processed thereunder, where there **is** a continuing liability, all time limits shall be deemed to **be** mandatory. If at **any** step in the grievance or arbitration procedures, 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.
- 12.02 Subject to these mandatory stipulations, time limits may **be** extended by mutual agreement of the parties in writing.
- 12.03 For purposes of Article 8, 9, 10 and **11**, all time **limits** therein shall be deemed to **be** exclusive of Saturdays, Sundays **and** paid holidays.

## **ARTICLE 13 - SENIORITY**

- 13.01 Seniority, **as** referred to in this Agreement, shall mean length of continuous service, from the **last date of hire**, in the **employ** of **the** Society and shall be on a bargaining unit-wide **basis**. For part-time residential and part-time family **support/homemaker** employees, seniority **shall be** the **total** number of accumulated hours from the date of employment. An employee **shall be** deemed to **be** in continuous service of the Society and shall accumulate in the following circumstances only:
- (a) when absent from work due to **lay-off**, sickness or accident, in which case seniority will continue to accumulate for a period of time equal to twelve (12) months;
  - (b) **when off** due to an approved leave-of-absence pursuant to an entitlement under the Employment Standards Act, WSIA, and leaves under 20.02, then seniority will continue to accumulate for the first twelve (12) months of such **leave**. (Note: short-term leaves under thirty (30) days will not interrupt seniority accumulation.);
  - (c) when absent on vacation or on **paid** holidays;
  - (d) **when** actually **at** work for the Society;

- (e) when on maternity leave.

For part-time Emergency Duty employees, **seniority will** commence on the date of employment and shall be based on the number of hours on call divided by four **(4)**.

13.02

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;
- (b) is discharged and **is** not reinstated through the grievance procedure or arbitration;
- (c) in the case where a part-time employee is off the payroll for a continuous period of six (6) months, except that pregnancy and parental leaves under the *Employment Standards Act*, absences while in receipt of W.S.I.B. as a result of a Society incident, and absences due to illness verified by a medical report, will be excluded in calculating the six (6) month period. In order to exclude these time periods, it **is** necessary for the employee to notify the employer prior to or at the commencement of the **absence(s)**.
- (d) fails to return to work upon the termination of an authorized leave-of absence within five (5) working days 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 three **(3)** consecutive working days 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 following notice of recall as referred to in Article 15.10;
- (h) **is** absent due to illness or injury for a period of twenty-four **(24)** months where the medical prognosis for future employment and attendance on a regular basis **is** poor. It is intended that this provision will **be** interpreted in accordance with the *Ontario Human Rights Code*.

- 13.03 Employees in management/excluded positions will **be** eligible to receive credit for previously accrued bargaining unit seniority (if any) under the following conditions:
- (a) They have maintained continuous employment with the Society;
  - (b) They **are** the **successful candidates** to **vacant** posted positions;
  - (c) They have completed six months of continuous service following their return to bargaining unit positions; and
  - (d) They have not been in **a** position outside of the bargaining unit for more than twelve **(1)** months;
  - (e) A bargaining unit member who assumes an acting management position shall not accrue seniority in the bargaining unit during the acting assignment. Such employee **shall** maintain their bargaining unit seniority for **a** period of **one** year. By mutual agreement only, seniority may be maintained further for a period of up to **six (6)** months maximum.
  - (f) The Society shall submit, in writing, to the Local Union President, notification of **all** acting management appointments, and the effective dates of **such** appointments.
- 13.04 **A** single seniority list will be produced for full-time employees, based upon continuous service in **the** bargaining unit. It is understood that *in* cases where agency service predated the establishment of the bargaining unit, such service would be included. Similarly, separate seniority lists will be produced for part-time residential and part-time Emergency Duty employees.
- 13.05 Seniority lists will be revised each **six (6)** months. A copy of the list shall **be** posted on the Union bulletin board and **a** copy **be** given to the Union for purposes of Article 35.03. 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 five (5) working days **from** the date **he/she** returns to work.
- 13.06 It shall be **the duty of** each employee to notify the Society in writing, **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.

## **ARTICLE 14 - PROBATION**

### **14.01 Social Workers, Full-time Residential, Full-time Family Support/Homemaker**

- (a) An employee will be considered to be on probation for a period of **six (6)** months. The **employee will be** notified in writing at least fourteen (**14**) days prior to the expiration of the probationary period if **his/her** employment **is** to be **terminated** or extended. The probation period, as outlined above, may be extended for an additional period of not more than three (3) months. An employee will have no seniority rights during **his/her** probationary period. When an employee acquires seniority **his/her** seniority shall date back to the day on which **his/her** employment began. The dismissal, for cause, of a probationary employee, shall not be the subject of a grievance.
- (b) At the three (3) month probation period, the immediate supervisor will conduct with the employee, an interview which identifies goals, suggestions, and concerns on matters to date. This is not to be a disciplinary interview and this does not mean there **is** a minimum term of probation, but is intended to help the employee complete **his** or her probation.

### **14.02 Clerical/Support**

An employee will **be** considered **to be on** probation for a period **of** sixty (60) working days probationary period. During the probationary period, neither **party shall** be required to give more than three (**3**) working days notice prior to termination of employment. An employee will have no seniority rights during **his/her** probationary period. When an employee acquires seniority **his/her** seniority shall date back to the day on which **his/her** employment began. The dismissal, lay-off, or **failure** to recall **after** lay-off of a probationary employee, shall not be the subject of a grievance. The probationary period may be extended by mutual written agreement up to sixty (60) working days,

### **14.03 Part-time Residential and Part-time Family Support/Homemakers**

- (a) An employee will be considered to be on probation for a period of five hundred and **seventy-five (575)** scheduled hours. The **dismissal, for cause,** of a probationary employee shall not be the subject **of** a grievance.

- (b) **The part-time homemaker/family support worker will be notified in writing at least fourteen (14) days prior to the estimated expiration of the probationary period whether or not his/her employment is to be terminated. A part-time homemaker/family support worker will have no seniority rights during his/her probationary period. When a part-time homemaker/family support worker acquires seniority his/her seniority shall date back to the day on which his/her employment began.**

14.04 Child Protection Worker (Intern)

- (a) Employees hired as Child Protection Workers (Interns) by the Society after proclamation of the *Child and Family Services Act* provisions respecting "Authorization **8s** a Child Protection Worker", will be covered by the **collective** agreement. The employee cannot grieve their termination during this training and/or probation. **The** total length of the training and probation period shall not exceed nine (9) months, unless an extension *is* agreed between the Union and the Society.
- (b) Upon successful completion of the training and probation period, the employee's seniority **date will** be calculated back to the commencement of the **date of** hire.

**ARTICLE 15 - LAY-OFFS AND RECALLS**

15.01 Definition of Layoff

Layoff shall **mean** the discontinuation or involuntary reduction in hours of work in any position, it being understood that any employee **whose** hours are reduced (**i.e.** laid off) may only exercise displacement rights as per Article 15.06 of the Collective Agreement.

15.02 Lay-offs shall **be** based upon the following factors:

- (a) skill, qualifications and ability; and  
(b) seniority.

Where the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

15.03 **The Society agrees that it will discuss a scheduled lay-off with the employees concerned and the Union, no later than forty-five (45) working days prior to its implementation. The Executive Committee will have the opportunity of replying to the Society's proposal in writing. The Society**



shall use every reasonable effort to assist employees affected by a lay-off to find alternative employment,

- 15.04 In the event that it is necessary for the Society to permanently shut down an institution, a building, an operation or any other facility at any of its locations, the employees involved at the facility in question shall receive as much advance notice as possible, but **in** any case shall **be** notified of the immediate closure not later than forty-five **(45)** working days in advance of the proposed shutdown.
- 15.05 Except as provided in 15.04 above, no employee will be terminated as the result of contracting out of work.
- 15.06 Employees who are laid off may exercise their seniority to displace the most junior in a classification equal to or lower than that of the laid off employee provided the employee is able and qualified to perform the work in accordance with Article 16.01 of the Collective Agreement.
- 15.07 It is agreed, in principle, that part-time family support workers/homemakers will be laid off first when layoffs occur. Notwithstanding the foregoing, there may be circumstances which warrant the continues use of part-time family support workers/homemakers.
- 15.08 The employer agrees in the event of lay-off that employees **so** affected may continue medical coverage at no cost to the Society while on the recall list, under the terms of the Master Insurance Agreement.
- 15.09 Recall Rights
- (a) For a period of one year following the date of layoff any laid off **employee** shall be recalled in order of seniority for the first available new position or vacancy in a similar or lower classification provided the employee has the ability and qualifications to perform the **job** with the benefit of a twenty (20) working days familiarization period.
- (b) Upon recall to a similar classification an employee shall be placed at the **same** salary step as the date of layoff with all appropriate adjustments.
- (c) Upon recall to a lower classification an employee shall not be placed at a salary step of **less** value than his/her former salary step in his/her former classification. On recall, if assigned to a lower classification, an employee shall be assigned to the **same** step on the **grid as** in his/her former classification.

- (d) **In the** event any full-time homemaker/family support workers **are laid off** they **will** be recalled before any part-time employees who are laid off.

15.10 Notice of Recall

A recalled employee shall return to work **as** soon as possible when recalled **but** not later than thirty (30) days.

15.11 Severance Pay

An employee who is eligible for Severance Pay will be paid in accordance with the provisions of the *Employment Standards Act*.

**ARTICLE 16 - VACANCIES, PROMOTIONS AND TRANSFERS**

16.01 Vacancies, Promotions and Transfers

- (a) **All** cases of filling vacancies, promotions and transfers shall be based on the following factors:

- (i) skill, qualifications and ability; and
- (ii) seniority

Where the qualifications in **factor** (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

- (b) A job shall not be considered vacant when an employee is not at work **because** of sickness or accident for twelve **(12)** months or less, (clerical/support 24 months) or when on an approved leave-of-absence.

16.02 Temporary Employment

- (a) When a member of the bargaining unit is on “approved leave-of-absence”, or where temporary assistance **is** necessary because of additional workload, then Management may appoint a temporary employee for a period not exceeding ~~sixty~~ (60) days. Statutory benefits only will be paid. Such temporary employees will be members of **the** bargaining unit. The Society shall submit in writing to the **Local** President notifications of such temporary employment.
- (b) Should **it** become **necessary** to extend the period of temporary employment, the Local Union **will be** notified, and if the Union has any objections or concerns it will notify the Employer immediately.

- (c) Notwithstanding the fact that a temporary replacement **is** a member of the Bargaining Unit, such temporary employment shall not be subject to the posting procedure. Furthermore, upon termination of the temporary employment, the employee's release should not **be** subject to the lay-off provision.
- (d) **Where** the temporary replacement is already a member of the Bargaining Unit, **he/she** shall return to **his/her** former position upon termination of the temporary employment.

## 16.03

### Contract Employees

- (a) **Contract/acting** assignments will only **be** used to fill personal leaves (maternity leave, educational leave, etc.)
- (b) When a member of the bargaining unit is on "approved leave-of-absence" exceeding thirty-nine (39) weeks' duration, the appointment of a **contract/acting** employee shall be subject to the posting procedure. Should a bargaining unit member be the successful candidate, then that employee's position shall not be posted.
- (c) When a member of the bargaining unit is on an "approved leave-of-absence" in **excess** of sixty (60) days but not more than thirty-nine (39) weeks, the appointment of a **contract/acting** employee shall not be subject to the posting procedure. Where **feasible**, the Employer will continue the practice of voluntarily posting **contract/acting** positions of **less** than thirty-nine (39) weeks for purposes of skill enhancement.
- (d) **Contract/acting** employees shall be entitled to all of the usual benefits.
- (e) Where a **contract/acting** assignment is filled by an existing member of the bargaining unit, the employee will return to his/her former position upon completion of the contract.
- (f)
  - (i) When hiring a temporary or **contract/acting** employee as outlined in 16.02/16.03, it is understood that such employee shall not be eligible to apply for any **job** posting until the last forty-five (45) days of said **contract/acting** term.
  - (ii) Where there are no qualified full-time applicants from the bargaining unit who **apply**, then the forty-five (**45**) day period in (a) above may be waived and temporary or **contract/acting** employees may then apply.

(iii) Where a temporary or **contract/acting** employee has accumulated two **(2)** years service with the Agency, within a three (3) year period, the forty-five **(45)** day period will **be** waived.

- 16.04
- (a) All personal leaves for Residential or Family Support Workers will **be** filled by **contract/acting employees and** not **by** the assignment of regularly scheduled part-time hours.
  - (b) Where a part-time Residential or Family Support employee **fills in** for a full-time Residential or Family Support employee who **is** on vacation or short term **sick** leave for a continuous period in excess of five (5) working days or more, **he/she** shall be **paid** at the base rate of the full-time employee who is being replaced.
  - (c) Where a part-time Residential or Family Support employee fills in for a full-time residential or Family Support employee on **an** "approved leave-of-absence", they shall be paid at the base rate of the full-time employee who is being replaced, and receive all the usual benefits.

## **ARTICLE 17 -JOB POSTING**

- 17.01 When a vacancy occurs or a position is created inside **the** Bargaining Unit, the Society shall notify the Union in writing, post notice of the position on **all** bulletin boards mutually designated for this purpose, and notify employees who have workplace **e-mail** access. The notice **shall** be posted for a period **of** not less than seven **(7)** working days, however, if the filling **of** this position creates a vacancy in the present staffing positions, then the posting requirements shall be reduced to a minimum of five (5) working days. Further, vacancies brought about **by** the filling of primary **and** secondary positions will require **five** (5) working **days** posting minimum also.
- 17.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, shift, wage or **salary** rate or range.
- 17.03 It is agreed that the Employer shall fill **all** clerical/support positions from members within the Bargaining Unit before hiring from outside, providing employees have made application in writing **and** have the necessary qualifications to fill the posted position.

- 17.04 Where none of the applicants from within the Bargaining Unit qualify for the position, or where there are no applicants from within the Bargaining Unit, the Society will consider applications from persons employed outside of the Bargaining Unit as well as persons outside of the employ of the Society. Each applicant will be informed in writing of the outcome of the job posting within three (3) working days of the final decision having been made.
- 17.05 The successful applicant shall be placed on a familiarization period for a period of fifteen (15) working days. In the event the successful applicant proves unsatisfactory during the familiarization period, or if the employee is unable to fulfil the duties of the position, he/she shall be returned to his/her former position if it is still available. In the event that the former position is no longer available, he/she shall be allowed to take any position he/she is entitled to in accordance with Article 15.02. The Society shall not be required to post the position vacated by the applicant until completion of the said trial period and may fill the vacated position on a temporary assignment basis.
- 17.06 The Society agrees not to place an outside advertisement to fill a vacancy until the notice is posted in accordance with Article 17.01 unless otherwise agreed by the Union. The foregoing shall not apply to general advertisements in professional periodicals.
- 17.07 The Union shall be notified of all appointments and recalls within five (5) working days.
- 17.08 Where an employee is temporarily assigned to a higher paying position, he/she shall receive the rate of the salary that will provide at least one (1) increment in his/her current Salary Scale. The foregoing shall not apply to assignments of less than five (5) working days. Where the assignment exceeds the five (5) working days, the employee will receive the higher rate from the commencement of the assignment.
- 17.09 Upon promotion to a higher grade, an employee within the Bargaining Unit shall be paid at the next rate above his/her current salary, and shall be eligible for an increase to the next step in that classification upon his/her anniversary date, or upon such interval as is provided in the salary scale for that position.
- 17.10 If an employee is absent from work due to vacation, illness or other legitimate leave of absence, he/she will have the right to apply for any vacant position, provided that vacant position has not been filled. Such absent employee must make his/her application within the time specified.

## **ARTICLE 18 - TECHNOLOGICAL CHANGES**

- 18.01 In the event the Employer proposes technological change which requires new skills and affects employees of the bargaining unit, the **employer** agrees to discuss such changes with the Union Executive **not less** than forty-five (45) days in advance of such changes taking place, wherever possible.
- 18.02 Where the Employer introduces computer technology each affected employee **shall** be provided with appropriate training to assure proficiency in the **use** of new technology.
- 18.03 In the event a **clerical/support** employee requires training to perform a job in a position **to be** changed, the employer agrees to allow the employee **up** to twelve (12) months for the purpose of training. During the period of training, the position may be filled by temporary staff. Employees to be displaced will **be** given first opportunity to apply for the new position before any persons outside the Bargaining Unit **are** hired to fill the resultant job.
- 18.04 The Society agrees to employ the **clerical/support** employee who **is** being trained at **his/her** regular rate of pay. Should the employee fail to perform satisfactorily in the **new** position **he/she may be** laid off or terminated. The Employer may pay all or part **of** the cost **of** the course of any employee.

## **ARTICLE 19 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 19.01 a) Where a new classification **is to be** introduced or **an** existing classification is substantially altered, the Employer shall provide a **job** description to the Union **and** the **employee(s)** concerned. "The Employer **and** Union agree within fifteen (15) **days** to utilize the current **GNCS** in determining appropriate salary."
- b) Where **the** Union disputes the proposed salary they shall notify the Employer within a further fifteen (15) days.
- c) **If** the parties are unable to agree **on** the evaluation, such dispute may be referred to the grievance procedure at Step 3.
- 19.02 Where the duties or the work of **an** employee have substantially changed, **the** employee **may** request a job re-evaluation **in** accordance with Article 19.01 above.

## **ARTICLE 20 - LEAVE-OF-ABSENCE**

- 20.01 (a) The Society **may** grant a leave-of-absence, with or without pay, upon written request to the Director of Human Resources, and if the leave-of-absence is for good and sufficient reason and does not unreasonably interfere with the efficient operation of the Society.
- (b) Written requests under **(a)** above **shall** normally be at least ten (10) working days in advance. Requests for leaves-of-absence in excess of thirty-nine (39) weeks shall be made at least thirty (30) working days in advance.
- 20.02 Leaves-of-absence for educational purposes with or without pay may be granted by the Society to employees who have completed a minimum of one **(1)** year of continuous service. Seniority will continue to accumulate for the first twelve (12) months of such leave.
- 20.03 For clerical/support staff the **employee** shall return to his/her former position.
- 20.04 Leave-of-absence without pay may **be** granted to attend to Union business provided however, that such leaves will not total **more** than fifty (50) working days **per** year, provided no one person shall be off more than ten (10) days, and no more than **six (6)** persons shall be granted leave at any one **(1)** time, provided it does not interfere with the efficient operation of the Society. Such request **is** to be given to the Director of Human Resources where possible at least ten (10) working days in advance.
- 20.05 **The** Society recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Society may grant leave-of-absence without loss of seniority and without pay **so** that employees may be candidates **in** a federal, provincial or municipal election. **An** employee who is elected or selected for **a** full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, may be granted leave-of-absence without **loss** of seniority and without pay for a period of one (1) year. Such leave may be renewed each year, on request, during term of office. When elected to a Union position and time off **is** required, the Society will grant leave without loss of wages or benefits **and** will **be** reimbursed by O.P.S.E.U. for wages and benefits paid the employee on leave.
- 20.06 **Subject** to the terms **of** the **Plans**, the Society agrees to maintain all employee **benefits as** provided in this Agreement while an employee is on a paid leave-of-absence.

20.07 Subject to the terms of the Plans, an employee shall be allowed to continue enrolment in all employee benefit plans at his/her own expense while on an unpaid leave-of-absence.

20.08 Personal Leave

- (a) Personal leave of up to eight (8) hours per month shall be granted to an employee upon request. When it is possible, twenty-four (24) hours advance notice is to be given. Such time loss shall be deducted from the employee's sick pay credits.
- (b) Personal leave, if requested in writing, of up to eight (8) hours per month shall be granted to a clerical/support employee and permission for this leave shall not be unnecessarily withheld by the supervisor. Personal Leave, when granted, shall be made up by the said employee at a mutually agreed time.

20.09 Canadian Citizenship Application

An employee shall be allowed the necessary time off with pay to process his/her Canadian Citizenship Application, to a maximum of one (1) day.

**ARTICLE 21 - BEREAVEMENT LEAVE**

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 up, by the Director of Human Resources, to a maximum of four (4) working days. The term "member of an employee's family" means, but is not necessarily limited to, a spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchild, aunt, uncle, niece, nephew, ward or former guardian. The employee will be allowed up to two (2) days travel time, with pay, if required. As regards part-time employees, the foregoing leave provision shall apply in the case where the employee is required to be absent on scheduled working days.

21.02 Compassionate leave

Compassionate leave may be granted by the Director of Human Resources up to a maximum of five (5) working days with pay exclusive of travel time in the case of a direct family problem situation, Such leave shall not be unreasonably withheld. The foregoing shall apply to all part-time employees where the leave conflicts with scheduled working days.



## **ARTICLE 22 - PAID JURY DUTY AND COURT WITNESS LEAVE**

22.01 The Society shall grant ~~leave-of-absence~~ without loss of seniority to an employee who serves as a juror or witness in any court. The Society shall pay such an employee the difference between his/her normal earnings and the payment he/she received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. The employee will be expected to be at work on any days when he is excused as a juror. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay. The foregoing shall not apply to proceedings between the Society and the Union, and/or any person represented by the Union.

## **ARTICLE 23 - PREGNANCY, PARENTAL, AND ADOPTION LEAVE**

- 23.01
- a) Employees shall be entitled to Pregnancy/Parental/Adoption Leave of Absence in accordance with the provisions of the *Employment Standards Act* and the *Employment Insurance Act*.
  - b) **An** employee entitled to leave under this Article who provides the Employer with proof that she has applied for and is eligible to receive Employment insurance Benefits, shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan. **in** respect of the period of pregnancy/parental leave, payments made according to the supplementary Employment Benefit Plan **will** consist of the following:
    - up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the sum of the weekly E.I. Benefits the employee is eligible to receive and any other earnings received by the employee, and ninety percent (90%) of the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the commencement of the pregnancy/parental leave.
  - c) In the event the employee wishes to return earlier than expected she/he shall have the right to do so provided she/he notifies the Employer not less than four (4) weeks in advance.
  - d) The employee **may** request an extension of the pregnancy/parental/adoption leave without pay provided the total period of leaves does not exceed twelve (12) months.

The request will be granted, provided in so doing, *the extension of leave does not unreasonably interfere with the operation of the Society*. Such request must **be** presented not less than **four (4)** weeks prior to the expiration of the original leave **period**.

- e) **The** benefits will **be** maintained in accordance with the provisions of **the *Employment Standards Act***, provided the employee continues to contribute the employee's share of the premium.
- f) **It is** understood that seniority shall continue to accrue during the period of such leave.
- g) Upon completion **of** said leave an employee shall be returned to the position held immediately prior to the commencement of the leave or a comparable position should the original position be eliminated.
- h) Where an employee cannot reasonably perform the duties of her position due to pregnancy, the Society may transfer her to a vacant position, provided **she** is capable of performing the **job** requirements **of** the vacant position. In such a case, the employee shall be paid her current salary. The Union agrees to **waive** Article **16.01 for** such a vacancy until the employee leaves work to **begin** the pregnancy leave. The **Society has** the right to require performance **of all** duties of the vacant position.

23.02 Other-Parent Leave

The Society agrees to grant five (5) working days leave-of-absence with pay and without **loss** of seniority to prospective parents who are not accessing **maternity/parental/adoption** leave at the time of birth or adoption placement of child. Such leave shall be arranged in consultation with the supervisor

**ARTICLE 24 - TERMINATION OF EMPLOYMENT**

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 (1) year at a time.

24.02 When employment is terminated by the employee, he/she shall give at **least one (1) month's** notice in writing. **This** period **may** be shortened by mutual agreement. **If an** employee **does** not provide one (1) month's notice prior to termination, **he/she shall be** paid vacation pay at the rate of

four percent (**4%**) in lieu of any accumulated vacation. 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 is possible** to the Society and the ordinary time limits for notice of termination may be waived.

- 24.03 Subject to the terms of the Plan, and the discretion of the employee, and **in** consultation with the Director of Human Resources arrangements may be made for early retirement on an actuarial reduced pension at any time after attaining age fifty-five (**55**).
- 24.04 At **age sixty (60)**, the Society and employee may agree on a reduced work week or year, or re-assignment of duties useful to the agency and within the capabilities and interest of the employee until normal retirement age.
- 24.05 It **is** agreed that for those employees who retire prior to age **65** and who wish to continue the benefits may pay the premium costs for those benefits which are available to retired persons within the limitations as prescribed by the carrier.

## **ARTICLE 25 - EMPLOYEE PROTECTION**

- 25.01 In a situation where a worker is assaulted by **a** child in care in the course of duty, it *is* recognized that an employee is free to exercise his/her rights **under** the **law**.
- a) **The** employee shall discuss the matter with the appropriate Supervisor prior to **laying** the charge of either assault or obstructing a peace officer, or of common **assault**.
  - b) **In** cases of assault by persons other than **a** child in care, the employee may use his/her discretion and **will** notify the Society before action is taken.
- 25.02 The Society agrees to reimburse, **in full**, employees for damage done to their automobiles and/or personal property when **on** Society business. Such reimbursement **shall** be paid within **ten (10) working days of** presentation of a receipted repair bill provided that the employee **has** previously disclosed to the employer the nature and extent of the damages **and** the circumstances under which they occurred. Section 25.02 shall not apply:
- (a) **with** respect to **any** claim which **otherwise** comes under either P.L. & P.D., Collision or Comprehensive Coverage of the Automobiles Insurance;

- (b) where the employee contributes to the cause of damage or did not take proper steps to prevent damages;
- (c) **as** a substitute for Homeowners insurance **where** such **is** available. Notwithstanding the foregoing, in the event that damage is claimed under **an** insurance policy, the Society agrees to reimburse the employee up to **a** maximum of three hundred dollars (\$300.00).

25.03

- (a) If **an** employee **is** charged with an offence under the **Criminal** Code of Canada, resulting from an offence which occurred in the performance **of his/her** duties **and is** not convicted **of** the charge or of **a reduced charge** arising out of the same facts or circumstances, the Employer will **pay** the legal fees of counsel for such employee's defence on such charge provided counsel is one whose **law** practice is principally established and carried on in the **City of** London. In the event that a question arises **as to** the appropriate amount of **legal** fees to be paid, the amount of legal fees to be charged shall **be** placed before the Local Taxing Office for determination.

- (b) If **a** civil action **is** brought against an employee, **the** Society will provide appropriate insurance coverage to **defend** the matter.

25.04

#### Legal Fees

The Employer **agrees** to provide financial assistance to an employee to retain the services of **a** lawyer to represent the employee in **a** matter referenced under Article 25.03 above. This **does not** include **services** related to any internal grievances or arbitration. The **scope** of the financial assistance to **be** provided shall be as **set** out in the Problem Resolution Policy in effect on March **1**, 2003 in the Society's Human Resources Manual.

25.05

The indemnification and financial assistance provided in this Article shall not **be** available to employees who **are** charged with **offences** arising:

- (a) outside of the employee's work-related duties and responsibilities;
- (b) while under the influence of alcohol or non-prescription **drugs**;
- (c) **as** a result of conduct **clearly** not **authorized by** the Employer nor contemplated *in* the terms of the employee's **job** description; or
- (d) with respect to any matter or thing arising out of his or her own dishonesty, **bad** faith, wilful misconduct or gross negligence.

25.06

Internal Disclosure

The Employer agrees that no employee **will** be discriminated against or suffer any penalty, **reprisal** or retribution for responsibly bringing any expenditure control matters relating to **identifying/reducing waste and/or inefficiency** to the attention of the **Employer**.

**ARTICLE 26 -WAGES**

26.01

Schedule "**B**" hereto attached, headed **WAGES AND CLASSIFICATIONS**, is hereby made part of this Agreement.

26.02

At the time of hiring each new employee shall receive a letter stating **his/her** starting salary and classification according to Schedule "**6**" and a job description of the **job** for which **he/she** has been hired. Failure to provide **such a letter is grievable**.

**ARTICLE 27 - PAID HOLIDAYS**

27.01

(a) **The** following paid holidays, regardless of when they fall, **will be** granted with pay, to all employees:

- |                    |                  |
|--------------------|------------------|
| New Year's Day     | Civic Holiday    |
| <b>Good</b> Friday | Labour Day       |
| Commonwealth Day   | Thanksgiving Day |
| Canada Day         | Christmas Day    |
|                    | Boxing Day       |

**For purposes determining entitlement and the amount of holiday pay, the *Employment Standards Act* and Regulations will apply.**

(b) When any of the said holidays fall on other than a regular working day, the Society may designate either the preceding Friday or the following Monday as the day upon which said holiday will be **celebrated**.

27.02

(a) Employees shall be granted three (3) "floating" holidays to be taken at a mutually agreeable time, which shall not be unreasonably denied, Such days may be utilized for the observance of religious feast. For full-time social workers, residential staff, and **family support/homemaker** employees an additional day, if and when proclaimed by the Federal or Provincial Government, **shall be deemed** to be **one (1)** of the above-mentioned floating days. For **clerical/support** employees an additional day proclaimed by **the** Federal or Provincial

Government shall also be granted as paid holidays. One (1) of ~~the~~ above floaters may be used either for Easter Sunday or Easter Monday.

**Effective April 1, 2005 – Increase to four (4) Floating Holidays,**

- (b) In order to be entitled to payment for paid holidays, an employee must have worked **his/her** full scheduled working day immediately preceding the holiday and **his/her** full scheduled working day immediately following the holiday unless absent with permission of the supervisor.
- (c) Employees required by their supervisor or the Executive Director to work ~~on~~ a scheduled paid holiday shall be granted time off in lieu at equivalent of time and one-half (1½) hours worked. The foregoing shall not apply to Emergency Duty Workers.

27.03

- (a) For part-time social workers and clerical/support staff, where an employee qualifies for a paid holiday in accordance with Article 27.01 (a), and does not work on such paid holiday, the Society shall designate the day the paid holiday is to be taken and pay the employee **his/her** regular rate of pay for the paid holiday, subject to **pro-rating**.
- (b) Where a part-time social worker or clerical/support worker qualifies for a paid holiday in accordance with Article 27.01 (a), and is required by **his/her** supervisor or the Executive Director ~~to~~ work on said paid holiday, **he/she shall** be paid **his/her** regular rate of pay for all hours worked and the Society shall substitute another day for the paid holiday and pay the employee **his/her** regular wages for such paid holiday.

27.04

- (a) Where a part-time residential employee qualifies for paid holiday in accordance with Article 27.01(a) and does not work on such paid holiday, the Society shall designate the day the paid holiday is taken and pay the employee **his/her regular** rate of pay for the paid holiday.
- (b) Where a part-time residential or family support worker/homemaker qualifies for paid holiday in accordance with Article 27.04(a) and is required by **his/her** supervisor or the Executive Director to **work** on said paid holiday, **he/she shall be paid his/her regular rate of pay for all hours worked and** the Society shall substitute another day for **the paid holiday** and **pay the** employee **his/her** regular wages for such paid holiday.

**ARTICLE 28 - VACATIONS WITH PAY**

- 28.01 New employees shall commence to accumulate annual credits from the date of appointment whether on probation or not. For social work and full-time residential employees, no employee shall be entitled to any vacation until the completion of six (6) months service.
- 28.02 Clerical employees shall give twenty (20) days notice in writing of their request for vacation and the employer shall respond within five (5) working days of receipt of the request.
- 28.03 The following table represents the annual vacation credits available to the various **staff** groups and classifications:

<b>Staff Classification</b>	<b>First Year</b>	<b>Years 2-4</b>	<b>Years 5-9</b>	<b>Years 10</b>
Social Work	20	20	20	20
Clerical	10	15	20	20
	10	15	20	20
Family Support	15	15	20	20

<b>Staff Classification</b>	<b>Years 11</b>	<b>Years 12</b>	<b>Years 13</b>	<b>Years 14</b>	<b>Years 15-20</b>
Social Work	21	22	23	24	25
Clerical	21	22	23	24	25
Residential	21	22	23	24	25
Family Support	21	22	23	24	25

Staff Classification	Years 21	Years 22	Years 23	Years 24	Years 25...
Social Work	26	27	28	29	30
Clerical	26	27	28	29	30
Residential	26	27	28	29	30
Family Support	26	27	28	29	30

**Effective April 1, 2004** – Vacation **schedule** for Clerical increases to fifteen (15) days for first year.

28.04 (a) Credits shall be accumulated on the following basis:

- 10 days equals 5/6 day for each month;
- 15 days equals 1-1/4 **days** for each month;
- 20 **days** equals 1-2/3 days for each month;
- 25 days **equals** 2-1/12 days for each month;
- 30 days equals 2-1/2 days for each month;

(b) Group Home Parents will *receive* a twenty percent (20%) increase in vacation credits to allow for the **six** (6) day week which is expected of them. **The** value of one (1) day's vacation credit for staff members will be one-tenth (1/10) of their regular two-weekly pay, except for those who work a six-day week where it will be one-twelfth (1/12) of the regular two-weekly pay.

28.05 Vacation pay for part-time residential and family support/homemakers shall **be** four percent (**4%**) of the wage of the employee.

28.06 For all staff vacation leave shall **be** taken in the year in which it is deemed to **be** earned or the year immediately thereafter. However, at no time shall an employee accumulate more than the equivalent of one and one-quarter (1-1/4) years unused vacation credits. In special circumstances the Director of Human Resources may grant permission to allow leave to accumulate for one (1) additional year. Permission shall not be unreasonably withheld.

28.07 Vacation leave shall be granted at a time agreeable to both parties. In situations **where** there is conflict in scheduling vacations seniority shall **be** the determining factor.



- 28.08 Vacation rates of pay for employees who leave their **employ** prior to the completion of three (3) months service shall be dealt with in accordance with the provisions of the *Employment Standards Act, R.S.O., 1970, as amended*.
- 28.09 Should an employee be **on** sick leave prior to a scheduled vacation period and the illness extends into the vacation period, the employee shall be considered to be **on sick leave until he/she** returns to work when the vacation period will be **re-scheduled**. Where the employee is so absent for three (3) days or more, the Society may require a medical certificate. **If** costs are incurred by the employee in obtaining such certificate, the Society will reimburse the employee for said costs.
- 28.10 If an employee becomes **ill** during the period of **his/her** vacation, **he/she** will be granted sick leave for the period of **his/her illness** upon production of a **comprehensive** medical report from a **duly** recognized medical doctor. **If** costs are incurred by the employee in obtaining the medical report, the Society will reimburse the employee for said costs.
- 28.1 ■ Should one (1) or more holidays, **as** set out in Article 27.01(a) occur during an employee's vacation, such vacation shall **be extended by** that number of **days** or the employee shall **be** given the equivalent time off at a mutually agreed time.
- 28.12 Where an employee is working fewer hours than the normal hours as defined in Article 29, vacation and vacation pay shall be pro-rated accordingly,
- 28.13 **Before** proceeding on **his/her** annual vacation, each employee shall satisfy **his/her** supervisor that **his/her** case recordings, reports and other duties of **his/her** position are reasonably up-to-date.

## **ARTICLE 29 - HOURS OF WORK AND OVERTIME**

- 29.01 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.
- 29.02 Society offices **will open** from 9:00 a.m. to 5:00 p.m., Monday to Friday inclusive. These hours may be varied **by** the Society.
- 29.03 Employees shall **be** allowed one hour for lunch each day.
- 29.04 **At the request of** an employee flexible working hours may be arranged with the approval **of** the Employer.

- 29.05 The normal work week for full-time social workers shall be thirty-five (35) hours per week, Monday to Friday, comprised of five (5) seven (7) hour days.
- 29.06 The hours of work for all part-time staff, and the scheduling thereof, shall be determined in accordance with the needs of the Society.
- 29.07 The normal hours of work for **all clerical/support** employees shall be as follows:
- (a) Full-time employees:  
The normal work week shall consist of five (5) days from Monday to Friday inclusive and consisting of seven (7) consecutive hours per day interrupted by a lunch period of at least one (1) hour. The seven (7) hour shift shall be worked between the hours of 8:00 a.m. to 6:00 p.m., (8:00 hours and 18:00 hours).
  - (b) Part-time employees:  
Part-time shifts shall be mutually agreed upon.
- 29.08
- (a) The **hours** of work for all **homemaker/family** support workers shall be determined in accordance with the needs of the Society. The **homemaker/family** support worker program is a 24-hour per day, seven-days per week program wherein **cases** are assigned on the basis of client profile and needs. Hours of work will vary and will be related to the number and kinds of case assignments made. While most cases **will** be assigned on a planned basis, emergencies **will, by** necessity, **be** assigned with **little** or no notice, and will be done on a rotating basis among **the homemaker/family** support workers.
  - (b) The normal work week for all full-time **homemaker/family support** workers shall be (40) **hours** per week averaged over a **four** (4) week period.
  - (c) Nothing in this Article shall be construed to preclude part-time **Family Support** Workers from working in excess of twenty-four (24) hours per week.
- 29.09 The normal work week for Residential Staff shall be as follows:
- (a) A Live-Out Worker shall work an average of eighty (80) hours in a two (2) week period, usually five (5) eight (8) hour days per week. There shall be no split shifts.

- (b) Normal work hours may vary from group home to group home according to the program needs and shall be scheduled for the prime time of each such **program**. Schedules shall not be varied except to accommodate legitimate service needs,

29.10

Residential Work schedules

(a) Full-time Residential Staff

Work **schedules**, for full-time residential staff, will be posted a minimum of four **(4) weeks** in advance of their effective date. If schedules are altered with less than seventy-two **(72)** hours notice of an employee's inability to **report**, which gives rise to such **alteration in the schedules**, the employee **shall** be compensated for the first twenty-four (24) hours affected by the alteration at the rate of one and one-half (1½) the normal rate, unless the alteration is by mutual agreement of the parties:

- (i) That no employee **be** required to work more than five (5) consecutive days without **two (2) consecutive days** off.
- (ii) That no employee work more than one **(1) weekend** in **any two (2)-week** period.
- (iii) That no employee **be** scheduled to work on any **shift** without having had **at least eight (8) hours** off since the completion of his/her previous shift.
- (iv) An employee when required to attend meetings, court appearance or educational seminars shall be granted compensatory time-off in lieu. Time off shall be approved by the Supervisor.

(b) Part-time Residential Staff:

- (i) Wherever possible a part-time residential employee will be **scheduled** at least **one week** in advance **to work**. If a shift is cancelled with **less than twenty-four (24) hours** notice, he/she will be **paid** the equivalent of three hours pay at his/her current hourly rate.
- (ii) In the event, due to an emergency, an **employee is** reassigned to work in a home other than where he/she was initially **scheduled** to work, the compensation if different will be **no less** than what he/she would have received before the reassignment.

- (c) Where a part-time employee fills in for a full-time employee who is on vacation or short-term ~~sick~~ leave for a continuous period in excess of five (5) working days or more, he/she shall ~~be~~ paid at the base rate of the full-time employee who is being replaced.
- (d) Scheduled and non-scheduled residential part-time hours will be assigned based on seniority and availability in each home.

If an emergency crisis develops in a residence, staff assignment may be based on availability up to a **maximum** of one eight (8) hour shift **only** to cover the immediate crisis.

29.11

Planned Overtime

Planned overtime is defined as work in excess of ~~seven~~/eight hours in a day which is scheduled **in** advance and is subject to the approval of the appropriate supervisor. Such overtime shall be compensated by compensatory time off on ~~an~~ hour for hour basis, to be taken off at a mutually agreed time within the time frame set out in Article 29.13.

29.12

Emergency Overtime (Unplanned)

- (a) Emergency overtime (according to the current definition) is work in excess of ~~seven~~/eight hours per day which is required to respond to emergency situations. Such overtime shall ~~be~~ approved in advance by the appropriate supervisor. Time and one-half ~~(1.5)~~ times the employee's regular hourly rate of pay shall be paid for all emergency overtime approved in advance by the supervisor. The employee may elect to have these overtime hours accredited to ~~him/her~~ at the overtime rate, and such credited hours may be used by the said employee for time off. On a quarterly basis, staff can elect to have overtime paid out or remain in the bank. Every effort shall be made by the employee to take this off at a mutually agreed time.
- (b) ~~On~~ a quarterly basis, staff will receive a report of their banked overtime. Every effort shall be made by the employee to take this off at a **mutually** agreed time, or employees may elect that such overtime hours be paid out by means of a written notification to Human Resources at **least** one (1) **full** pay period prior to the payment date.

29.13

Compensatory time-off of up to four (4) days, may be taken within one hundred twenty (120) days of the time it was earned.

29.14

For Live-In Workers overtime occurs **when** they have worked over and above ten (10) hours worked during sleep-over duty, in a two (2) week

period, **or** over and **above** eighty (80) day hours. Any overtime shall be compensated in accordance with Article 29.1 **■(a)(b)**.

- 29.15 Employees shall be allowed one **(1) fifteen** (15) minute break in the morning and afternoon of each normal day.
- 29.16 Providing staffing permits, **rest** periods for residential staff shall be **two (2) fifteen (15)** minute periods **for** each eight **(8)** hours worked. If such rest periods cannot, for **the** reasons of **staffing**, be taken by the **employee**, that time may be banked at straight time rates for overtime credits.
29. **■** Clerical and Support Staff  
Time and **one-half (1/2)** the employee's regular hourly rate of pay shall be paid for all overtime approved in advance by the immediate **supervisor**. The employee may elect to have **these** overtime hours credited to **him/her** at **the** overtime rate, and such credited hours may be used by the said employee for time off. Every effort shall **be** made by the employee to take this off at a **mutually** agreed time,
- 29.18 The Employer will use the Ministry of Community **and** Social Services established benchmarks on employee **caseload** assignments as a guide.
- 29.19 **Job** Sharing will be in accordance with the Society's Policy and will be available to the entire bargaining unit.

### **\*ARTICLE 30 - EMERGENCY DUTY. EMERGENCY CALL-BACK & SERVICE CALLS**

#### 30.01 Emergency Duty

- (a) The Social Work Emergency Duty **Employee shall** cover the after-hour time periods of:
- (i) 5:00 p.m. through 9:00 a.m. the following day, **Monday** to Friday inclusive (weeknights);
  - (ii) 9:00 a.m. Saturday through to 9:00 a.m. Monday (weekends Saturday and Sunday); and
  - (iii) paid holiday coverage.
- (b) The **Child** and Youth Emergency Duty **Employee** shall cover the after-hours periods of:
- (i) Friday at 5:00 p.m. to 3:00 p.m. Saturday;
  - (ii) Saturday at 3:00 p.m. to 12:00 noon Sunday;
  - (iii) Sunday at 12:00 noon to 9:00 a.m. Monday;

- (c) Emergency Duty employees shall be compensated on the following basis:

### EMERGENCY DUTY PAY RATES

April 1, 2003 – March 31, 2004 = '02-'03 + 3%

WORKERS:	BASE RATE	REGULAR STAFF	CONTRACT STAFF	
		4% vacation Pay	4% Vacation Pay	5% In lieu of benefits
Monday to Thursday	\$74.00	\$76.96	\$80.80	
Friday	\$103.00	\$107.12	\$112.48	
Saturday & Sunday	\$148.05	\$153.97	\$161.67	
Stat Holiday	\$171.43	\$178.29	\$187.21	
<b>Child and Youth Emergency Duty Employee:</b>				
Friday, Saturday, Sunday shifts	\$40.00	\$41.60		
Stat Holiday	\$50.00	\$52.00		

April 1, 2004 – March 31, 2005 = '03-'04 + 3%

WORKERS:	BASE RATE	REGULAR STAFF	CONTRACT STAFF	
		4% vacation Pay	4% Vacation Pay	5% In lieu of benefits
Monday to Thursday	\$76.22	\$79.26	\$83.23	
Friday	\$106.09	\$110.33	\$115.85	
Saturday & Sunday	\$152.49	\$158.59	\$166.52	
Stat Holiday	\$176.58	\$183.64	\$192.82	
<b>Child and Youth Emergency Duty Employee:</b>				
Friday, Saturday, Sunday shifts	\$40.00	\$41.60		
Stat Holiday	\$50.00	\$52.00		

April 1, 2005 – March 31, 2006 = '04-'05 +3%

WORKERS:	BASE RATE	REGULAR STAFF	CONTRACT STAFF	
		4% vacation Pay	4% Vacation Pay	5% In lieu of benefits
Monday to Thursday	\$78.50	\$81.64	\$85.72	
Friday	\$109.27	\$113.64	\$119.33	
Saturday & Sunday	\$157.07	\$163.35	\$171.52	
Stat Holiday	\$181.87	\$189.15	\$198.61	
<b>Child and Youth Emergency Duty Employee:</b>				
Friday, Saturday, Sunday shifts	\$40.00	\$41.60		
Stat Holiday	\$50.00	\$52.00		

All Emergency Duty employees receive an additional \$50 (fifty dollars) for Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, and New Year's Day.

Further, when a Social Work Emergency Duty employee is authorized to attend a call, the worker shall be paid at the employee's regular hourly rate.

When a part-time or full-time employee volunteers for the After Hours Child and Youth Emergency Duty roster, and the employee

is called out, they shall **be** paid a minimum of three (3) hours at the employee's regular **hourly rate**.

- (d) The Social Work Emergency Duty Employee shall assume initial responsibility for service demands after regular office hours. Where it is found that the call is concerned with a currently active case the Social Work Emergency Duty Employee may consult with the **primary** worker and the primary worker will take responsibility for a decision whether or not **he/she** should become actively involved **in** the case management at that point.
- (e) Coverage shall be on a voluntary basis, however, in **the** event there are insufficient volunteers the Society may hire additional part-time Emergency Duty employees and may appoint Social Work Emergency Duty Coverage on an equal **basis** from Social Workers within the Bargaining Unit, except those **on** probation. Such compulsory appointments to Social Work Emergency Duty coverage shall not conflict with the employee's scheduled vacation period provided such vacation has been approved **by** the Society prior to the assignment.
- (f) Schedules shall be drawn up thirty (30) days in advance.

30.02

### Emergency Call-Back

- (a) A residential staff **called** in to work at any time other than **his/her** regular scheduled **shift** shall be paid a minimum of three (3) hours at the employee's regular straight time hourly rate.
  - (i) Full-time residential staff may choose to receive a minimum of three (3) hours compensatory time off. An employee subsequently working in excess of three (3) hours will be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular straight time hourly rate or will receive compensatory time-off at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked. **An** employee who **is** required to remain on duty past **his/her** regular scheduled shift shall be paid at the rate of one and one-half times ( $1\frac{1}{2}$ ) the employees regular hourly rate or will receive compensatory time off, for all hours worked.
- (b) A family support worker/homemaker when called on emergency basis to assist a family situation, shall be paid a minimum of three (3) hours for each call-in.

Service Calls for Maintenance Staff

Minimum call-back time **for** maintenance staff will be two and one-half (2%) hours pay per **call** at the regular hourly rate.

**ARTICLE 31 - BENEFITS**

- 31.01 (a) The Society agrees to make available to all full-time employees the following benefits:

BENEFIT	CONTRIBUTION (%)		DETAILS
	EMPLOYER	EMPLOYEE	
O.M.E.R.S.	50	50	Also available to part-time staff
O.H.I.P.	100	0	
<b>EXTENDED HEALTH</b>	60	40	One deductible applies to all components of this benefit: Single-\$25 & Family-\$50.  Vision Care Plan maximum coverage of \$250 over two years (one year for dependent children under 18).
a) Semi-private hospital			
b) Long-term disability			
c) Prescription drugs			
d) Vision care plan			
DENTAL PLAN	100	0	Blue Cross Dental Plan # 7 or equivalent based on previous year's Ontario Dental Association Rates; Deductible is Single-\$25 & Family-\$50

Effective July 1, 2003 -- Increase Dental Cap to \$1500.

Effective April 1, 2005 -- Increase Vision coverage from \$250 to \$300.

- (b) For part-time social workers/clerical staff, the Society agrees to **provide** benefits on a **pro-rated basis**. The foregoing provision is subject to **all** eligibility rules.
- (c) (i) Part-time residential, Family Support worker/homemaker and Emergency Duty employees will receive pay-in-lieu of benefits **equal** to five percent (5%).
- (ii) The Society agrees to **allow** part-time employees to enrol in any benefit plan provided **by** the Society. Such enrolment **shall** be subject to eligibility provisions of the plan and the



employee shall pay the one hundred percent (100%) of the premium costs.

- 31.02 All claims regarding their benefits shall be made with reference to the master contract with the particular carrier or carriers. The Union and the Society shall mutually agree upon the carriers to be used and any changes to the policies involved.
- 31.03 The Society agrees to cover all employees under the *Workplace Safety and Insurance Act*.
- 31.04 Retirement  
Notice of intent to retire shall be given to the Director of Human Resources before December 1st of the year preceding the retirement year, so that the gratuity may be enclosed in the budget.
- 31.05 An employee who has ten (10) or more years of continuous employment with this Employer, who ceases to be employed by this Employer because of pensionable retirement from this Employer's service due to age, disability or death shall be paid an amount equal to fifty percent (50%) of his accumulated sick leave credits (at the current salary or wage rate), but such an amount shall not exceed fifty percent (50%) of his annual salary or wage. (Retirement shall mean - retirement on O.M.E.R.S. Pension).  
*[Shall only apply to employees who were employed or on the payroll as of June 26, 2000.]*

## ARTICLE 32 - SICK LEAVE

- 32.01 (a) All full-time employees covered by this Agreement shall be eligible for a credit of two (2) days for each month of service with the Employer. The unused portion of an employee's sick leave shall accrue up to a maximum of one hundred and twenty (120) days for his/her future benefits.
- (b) For part-time social work/clerical staff the sick leave credits shall be prorated using the following formula:
- two (2) days divided by the number of working days in the month, including statutory holidays, multiplied by the number of days worked.
- 32.02 Employees shall notify their immediate supervisor within the first hour of work, or as soon as possible on the first day of illness. In the case of residential staff, notification shall be made as soon as possible prior to their scheduled shift

- 32.03 An employee who has been ill must present a completed attendance report to the Supervisor on returning to work. If an employee is ill for five (5) or more working days, he/she may be required to provide the Director of Human Resources with a physician's certificate of illness. If costs are incurred for such medical certificate the Society will reimburse the employee for said costs.
- 32.04 When an employee is absent as a result of an accident while at work, for this Employer, or illness inherent to occupation and as a result is receiving benefits awarded by the Workplace Safety and Insurance Board (WSIB), he/she shall receive the difference between his/her regular pay and the Board's award if unused sick credits are available if he/she so requests. If such employee is not eligible for WSIB benefits, he/she shall receive sick pay if unused sick credits are available.

### **ARTICLE 33 - PERSONNEL FILES**

- 33.01 Employees may request to see their personnel file (personal references excluded) not more than twice per year provided:
- (a) the employee does so in the presence of his/her supervisor;
  - (b) the employee takes no copies nor removes any documents contained therein;
  - (c) the Society agrees to provide the employees concerned with any letter of reprimand, discipline or Commendation.
- 33.02 The Society agrees to remove any record of reprimand or disciplinary action from an employee's file, if there has been no further cause for such a record after two (2) years have elapsed.
- 33.03 Supervision notes (or other similar records of performance observation which are used for evaluation or discipline), may be reviewed by the employee concerned upon advance request in the presence of a supervisor.

### **ARTICLE 34 - TRAVEL EXPENSES AND CAR ALLOWANCES**

- 34.01 Kilometre rates paid to employees using their cars on Society business with the approval of the Society, shall be paid at the rate of:

*thirty-four cents (34¢) per kilometer effective June 1, 2003*  
*thirty-six cents (36¢) per kilometre effective April 1, 2004*  
*thirty-eight cents (38¢) per kilometre effective April 1, 2005*

A car allowance of forty dollars (\$40.00) per month shall be paid to the workers serving the Native Reserves.

34.02 The Society shall continue the present practice of supplying vehicles to **be used by** staff in carrying out their assigned duties. The Society shall ensure that automobiles owned and/or operated **by** it for the use of employees in the discharge of their duties shall be checked at least once every **two** (2) months, and shall provide maintenance essential to safety. The Society reserves the right to limit the **use of a vehicle by an** employee. Should it be necessary to vary the practice of providing vehicles, the Society agrees to discuss this with the Union two (2) months in advance of the change date. It shall be the responsibility of the employees to notify the Society in writing of any obvious safety defects in said vehicle. The Society shall make available to employees forms, where upon employees shall note apparent malfunctions or vehicle maintenance required.

34.03 Transportation for Maintenance Staff while on Society business will be paid at the current kilometre rate. An additional four (**4**) cents per kilometre will be paid when on a service call.

34.04 (a) **All** employees when on assignment required to travel and obtain accommodation at least one hundred sixty (160) or more kilometres from their place of employment may apply and receive an advance of **one** hundred dollars (\$100.00) per day for expenses from which meals, accommodation, travel and ground transportation shall be paid by the employee; receipts shall be presented to the Society by the employee to support the expenditures by filing a report within two (2) weeks of the event. The Society reserves the right to restrict expenses if they are found excessive.

Meal Allowance:	Breakfast	\$7.00
	Lunch	\$9.00
	Dinner	\$15.00

(b) When an employee is required to attend such an assignment at the expense of the Society, the Society reserves the right to specify the means and route of travel.

## **ARTICLE 35 - HEALTH AND SAFETY**

- 35.01 The employer shall continue to **make** reasonable provisions *for* the safety **and** health **of** the employees during the hours of their employment. It is agreed that both the Employer **and** the Union shall work co-operatively in the prevention of accidents and in the reasonable promotion of safety and health of **all** employees.

## **ARTICLE 36 - COMMUNICATION**

- 36.01 **All** official correspondence between the **parties** must **be** forwarded to the Executive Director or designate, the President of the Local or designate with **a** copy to the Regional Office
- 36.02 The Union shall **be** permitted to **use** the Society interoffice mailing system for the purpose of transmitting correspondence relating to Local business between committee members and shop stewards.
- 36.03 The Society agrees **to** provide bulletin boards for Union business within the central offices and residences.

## **ARTICLE 37 - RETROACTIVITY**

- 37.01 Wage amendments to be retroactive to **April 1<sup>st</sup>**, 2003 and paid within thirty (30) days of ratification **by** both parties.

## **ARTICLE 38 - TERMINATION OF AGREEMENT**

- 38.01 This Agreement **shall** remain in full force and effect to March 31<sup>st</sup>, 2006, and shall continue in force from year to year thereafter unless no more than ninety (90) days **before** the date of termination either party furnishes the other with notice of termination or of proposed revision of this Agreement,

SIGNED at London, Ontario this 12<sup>th</sup> day of February 2004.

FOR THE UNION:

Lorne Entwistle  
Marnie M Jackson  
B. Melott  
Mary Gough  
Linda Pinder  
Lynne Wata  
John  
Leah

FOR THE SOCIETY:

Diana  
Angela  
John  
Inga Parkes  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE "A" - NOTES TO SALARY SCALES

- (1) The salary scales provide salary rates as of April 01, 2003, and replace all previous scales. The scales include final 1998 Pay Equity adjustment (subject to maintenance) as required by legislation. Wage amendments retroactive to April 1, 2003 for staff on payroll on day of ratification **by both** parties.
- (2) The **scales** have five percent (**5.0%**) increments. **Employees** entitled to an annual increment within the scale will **normally** be granted that increment on their appropriate anniversary dates.
- (3) For **Clerical/Support** staff, **all** increments will normally be automatic unless the employee has during the course of the year been given written notice to the effect that **he/she** will not receive this increment. Such notice to be given not less than **sixty** (60) days prior to anniversary date. The notice is subject to review by employees (with a Union representative and Local Director or designate).
- (4) Social Worker I (B.A. or Community College); Social Worker II (B.S.W.); Social Worker III (M.S.W.).
- (5) Social Workers do **flow** from **SW I to SW II**, or from **SW II to SW III** (to the maximum noted) without upgrading their educational qualifications.
- (6) All Social Work staff on complement **as** of July 16, 1987 **were** "grandfathered" **which** permits those employees to **flow** from **SW I** to **SW II**.
- (7) Social Workers with **a** BSW, who return to school to receive the MSW designation will, **upon** completion, receive the **MSW** salary level that is at least **fifteen** percent (15%) above their prior BSW step rate or to **MSW** maximum (the lesser of).
- (8) The Intern rate will be ten percent (10%) below normal placement on the appropriate grid.
- (9) Live-In child care staff will continue to receive **a** 5% premium over their appropriate step on the Live-Out Scale.
- (10) Part-time Residential/Family Support **Scales** receive **a** "base rate" and 4% in lieu of vacation and 5% in lieu of benefits.
- (11) Part-time Residential rates apply to all hours worked from 7:00 a.m. to 11:00 p.m. A rate of 2003 = \$9.290 per hour; 2004 = \$9.569 per hour; 2005 = \$9.856 per hour applies for all employees for night hours (sleepover) 11:00 p.m. to 7:00 a.m. and includes 4% in lieu of vacation and 5% in lieu of benefits.

## SCHEDULE "B" WAGES AND CLASSIFICATIONS

<b>2003-2004 Salary Scale</b>							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Clerical 2</b>							
a) Mail Clerk	18199	19109	20065	21068	22121	23227	24389
b) Clerk-Typist	22015	23116	24271	25485	26759	28097	29502
<b>Clerical 3</b>							
a) Info Clerk/Stats	26412	27733	29119	30575	32104	33709	35395
<b>Clerical 4/5</b>							
a) Sr Info Clerk	24807	26047	27349	28717	30153	31660	33243
b) Secretaries Bookkeeper/Sr Info	27426	28797	30237	31749	33336	35003	36753
<b>Clerical 6</b>							
a) Maintenance	27572	28951	30398	31918	33514	35190	36949
<b>Vol Services Co-ord</b>							
Day Program	31351	32919	34565	36293	38108	40013	42014
Family Support	28170	29578	31057	32610	34241		
Youth Support	40203	42213	44324	46540			
Sleepover	28692	30127	31633	33215	34876	36620	38451
Awake	20446	21468	22542	23669	24852	26095	27400
Live-Out	28793	30233	31744	33331	34998	36748	38585
<b>Part-time Residential</b>							
<b>Hours</b>	<i>up to 575</i>	<i>576-1500</i>	<i>1501-3000</i>	<i>3001-4500</i>	<i>4500+</i>	<i>5-Day Rate</i>	<i>PT FSW</i>
Base	15.806	16.597	17.426	18.298	19.213	19.563	17.553
Vacation & Benefits	17.229	18.090	18.995	19.945	20.942	21.323	19.133

## SCHEDULE "B" WAGES AND CLASSIFICATIONS

### 2004 - 2005 Salary Scale

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Clerical 2</b>							
a) Mail Clerk	18745	19682	20667	21700	22785	23924	25120
b) Clerk-Typist	22675	23809	25000	26250	27562	28940	30387
<b>Clerical 3</b>							
a) Info Clerk/Stats	27204	28565	29993	31493	33067	34721	36457
<b>Clerical 4/5</b>							
a) Sr. Info Clerk	25551	26828	28170	29578	31057	32610	34241
b) Secretaries Bookkeeper/Sr Info	28248	29661	31144	32701	34336	36053	37855
<b>Clerical 6</b>							
a) Maintenance	28399	29819	31310	32876	34519	36245	38058
<b>Vol Services Co- ord</b>	32292	33906	35602	37382	39251	41213	43274
<b>Day Program</b>	29015	30466	31989	33589	35268		
<b>Family Support</b>	40605	42635	44767	47005			
<b>Youth Support</b>	29553	31031	32582	34212	35922	37718	39604
<b>Sleepover</b>	20651	21683	22767	23906	25101	26356	27674
<b>Awake</b>	29657	31140	32697	34331	36048	37850	39743
<b>Live-Out</b>	40241	42253	44366	46584			
<b>Part-time Residential</b>							
<b>Hours</b>	up to 575	576-1500	1501-3000	3001-4500	4500+	5-Day Rate	PT F5W
<b>Base</b>	16.280	17.094	17.949	18.847	19.789	20.150	18.080
<b>Vacation &amp; Benefits</b>	17.746	18.633	19.565	20.543	21.570	21.963	19.707



## SCHEDULE "B" WAGES AND CLASSIFICATIONS

### 2005 - 2006 Salary Scale

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>Clerical 2</b>							
a) Mail Clerk	19308	20273	21287	22351	23468	24642	25874
b) Clerk-Typist	23356	24523	25750	27073	28389	29808	31299
<b>Clerical 3</b>							
a) Info Clerk/Stats	28021	29422	30893	32437	34059	35762	37550
<b>Clerical 4/5</b>							
a) Sr Info Clerk	26317	27633	29015	30466	31989	33588	35268
b) Secretaries Bookkeeper/Sr Info	29096	30551	32078	33682	35366	37134	38991
<b>Clerical 6</b>							
a) Maintenance	29251	30714	32249	33862	35555	37333	39199
Vol Service Co-ord	33260	34924	36670	38503	40428	42450	44572
Day Program	29885	31380	32949	34596	36326		
Family Support	41417	43488	45662	47945			
Youth Support	30440	31962	33560	35238	37000	38850	40792
Sleepover	21064	22117	23223	24384	25603	26883	28227
Awake	30546	32074	33677	35361	37129	38986	40935
Live-Out	41046	43098	45253	47516			
<b>Part-time Residential</b>							
<b>Hours</b>	<i>up to 575</i>	<i>576-1500</i>	<i>1501-3000</i>	<i>3001-4500</i>	<i>4500+</i>	<b>S-Day Rate</b>	<b>PT PSW</b>
<b>Base</b>	16.769	17.607	18.488	19.412	20.383	20.754	18.622
<b>Vacation &amp; Benefits</b>	18.278	19.192	20.152	21.159	22.217	22.622	20.298

## SCHEDULE "B" WAGES AND CLASSIFICATIONS

<b>2003-2004 Salary Scale - Child Protection Workers</b>									
Years of Service	1	2	3	4	5	6	7	8	9
S.W. I - BA	38047	39950							
S.W. II - BSW			41947	44044					
S.W. III - MSW					46247	48559	50987	53536	56213
								BSW MAX	

<b>2004-2005 Salary Scale - Child Protection Workers</b>									
Years of Service	1	2	3	4	5	6	7	8	9
S.W. I - BA	39189	41148							
S.W. II - BSW			43205	45366					
S.W. III - MSW					47634	50016	52516	55142	57899
								BSW MAX	

<b>2005-2006 Salary Scale - Child Protection Workers</b>									
Years of Service	1	2	3	4	5	6	7	8	9
S.W. I - BA	40364	42382							
S.W. II - BSW			44502	46727					
S.W. III - MSW					49063	51516	54092	56797	59636
								BSW MAX	

	Base 2002	(+4% in lieu of vacation) (+5% in lieu of benefits)	Base 2003	Base 2003	(+4% in lieu of vacation) (+5% in lieu of benefits)
Up to 575 hours	\$15.346	\$16.727	Up to 575 hours	\$15.806	\$17.229
From 575 to 1500 hours	\$16.113	\$17.563	From 575 to 1500 hours	\$16.596	\$18.090
From 1501 to 3000 hours	\$16.919	\$18.442	From 1501 to 3000 hours	\$17.427	\$18.995
3001 to 4500 hours	\$17.765	\$19.364	3001 to 4500 hours	\$18.298	\$19.945
Over 4500 hours	\$18.653	\$20.332	Over 4500 hours	\$19.213	\$20.942
Over 5 days	\$18.993	\$20.593	Over 5 days	\$19.563	\$21.323

**LETTER OF UNDERSTANDING#1**

**Re: Employment Insurance Rebates**

It is understood and agreed that the Society **has applied** all Employment Insurance rebates otherwise payable towards the settlement of this Agreement **and all former** wage settlements. Furthermore, it *is* the intention of the Society to continue applying Employment Insurance rebates **otherwise** payable to employees to future settlements.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

*[Signature]*  
Marianne Dickson  
B. Melott  
Mary Coughlin  
*[Signature]*  
*[Signature]*

FOR THE SOCIETY:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING #2**  
**Re: Staff Representation on Board and Committees**

It is the intent of the Society to maintain **the** present practice regarding the participation of one **(1)** staff member on the Board **and** selected Committees. Such **staff** members have voting privileges on the specified committees but not on the Board of Directors. Staff members **will be excluded** from those portions of meetings held "in camera",

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

**FOR THE UNION:**

John Lindqvist  
Marnie M. Dickson  
B. McLeod  
Mary Coughlin  
Linda Brooks  
Gene W. White

**FOR THE SOCIETY:**

Derek L. ...  
...  
...  
James Parker

**LETTER OF UNDERSTANDING #3**  
**Re: Staff Evaluation**

The Society agrees to evaluate each **new** part-time residential/family support/homemaker employee within five hundred **and** seventy-five (575) hours of employment **and** annually thereafter.

SIGNED at London, Ontario this 12<sup>th</sup> day of February 2004.

FOR THE UNION:

[Signature]  
Marianne MacLean  
B. Abbott  
Mary Gaudle  
Linda [unclear]  
[unclear]

FOR THE SOCIETY:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

# LETTER OF UNDERSTANDING #4

Re: Case Load Assignment

It is the intention of the **Society** that Team Supervisors will discuss the assignment of any new cases with the **employee** affected before such assignment is made. If this **procedure** results in difficulties which are not resolved, the **employee** may discuss the matter with the Department Director.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

Gene Cantor  
Mariam Dickson  
B. Malott  
Mary Coughlin  
Lizta Plouffe  
W. Koper Wach

FOR THE SOCIETY:

Debra Hill  
Ray Hill  
Glenn  
Inga Parker  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #5**  
**Re: Article 29.10 - C.C.W. Work Schedules**

It is understood and agreed that for the period of this Contract the following shall apply to the scheduling of working hours for **all staff model homes**. Individual work schedules shall be established for each staff model home. Such work schedules **shall** be established on a cycle based on one week **per** each employee. The work schedule shall provide:

- (i) the parties agree that we have an averaging Agreement over not more **than four (4) weeks**, for **the purpose** of Section 22 of the Employment Standards Act;
- (ii) notwithstanding Article 29, hours will be averaged over four **(4)** weeks and some of the **shifts** will exceed eight (8) hours. All schedules should be reviewed by the Standards Committee at the request of the Union or the Employer;
- (iii) the maximum number of weekends off;
- (iv) the maximum number of hours off between shifts;

SIGNED at London,,Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

*Lyne Esposito*  
*Maria M. Dickson*  
*B. Malott*  
*Manu Gough*  
*Linda Brubaker*  
*Tom Wata*

FOR THE SOCIETY:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**LETTER OF UNDERSTANDING#6**  
**Re: Joint Representations**

The Employer **and** the Union have agreed that they will arrange, during the term of the present Collective Agreement, to work through their respective Associations, making joint representations to the Ministry of Community **and** Social Services, with respect to the allocation of funds of the Agency. It is agreed that such representations will **be** made on a joint **basis and will be** for the purpose of bringing to the attention of Ministry Officials the **present** funding practice is causing **in** the collective bargaining process, especially with respect to salaries and other cost items.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

[Signature]  
Marnie McInnes  
B. Malott  
Mary Gough  
Linda Andrews  
John W. [Signature]

FOR THE SOCIETY:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]



**LETTER OF UNDERSTANDING#7**  
**Re: Access to Financial Information**

The Employer **agreed** during the course of negotiations to make available to the Union or a Committee of the Union any financial data pertaining to the operation of the Children's Aid Society of London and **Middlesex**, as it may **need**.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

[Signature]  
Miriam DeLoat  
B. Matott  
Mary Gough  
Lynette Pludis  
[Signature]

FOR THE SOCIETY:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

**LETTER OF UNDERSTANDING #8**  
**Re: Standardization Committee**  
**Training and Morale Committee**

It is understood that OPSEU Local 116 will appoint **one** (1) member per group home to each of the Standardization Committee and the Training and Morale Committee, while such Committees continue to **exist**. Current volunteer members to the Committees will continue.

It is also understood that the Union representatives on the above-noted Committees may refer unresolved issues to the **Local** Union Executive for further action, and in such cases the Chair of each Committee will be so notified in writing.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

Lorne Eastwood  
Marianne Dickson  
B. Matott  
Mary Gough  
Linda Andrews  
Ken Wata

FOR THE SOCIETY:

Deborah Wood  
Randy Hill  
Christina  
Ingn Parker

**LETTER OF UNDERSTANDING #9**  
**Re: Article 29.04 (Flexible Working Hours)**

It is understood that requests for flexible working hours will **be** considered in accordance with the following parameters:

- (a) **the** request does not unreasonably interfere with the efficient operation of the Society;
- (b) the request **is** made in writing to the immediate supervisor and a copy **is** sent to **the** Director of Human Resources;
- (c) the request is made for a time-limited period;
- (d) the request will not be unreasonably withheld.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE SOCIETY:

[Signature]  
[Signature]  
[Signature]  
[Signature]

# LETTER OF UNDERSTANDING #10

Re: Residential Postings

The Society agrees to post certain part-time Residential positions (**less than 24 hours**) for the purposes of providing more continuity of care, assisting in scheduling and offering increased stability of hours, without causing an increase in compensation **costs**.

A part-time posted residential position may cover more than one **(1)** location. There **is** not a **fixed** number of such positions. **Casual** part-time hours will still exist. The parties **will** use the Residential Standards Sub-Committee to review how this new process **is** developed, implemented and evaluated.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

[Signature]  
Marnie M. Dickson  
B. Malott  
Mary Baugh  
Linda Plouffe  
[Signature]

FOR THE SOCIETY:

[Signature]  
[Signature]  
[Signature]  
Dawn Parker

# LETTER OF UNDERSTANDING#11

## Re: Workload Management System

This will confirm the understanding of the parties reached during negotiations for the Collective Agreement expiring March 31, 2006 concerning Workload Management System as attached.

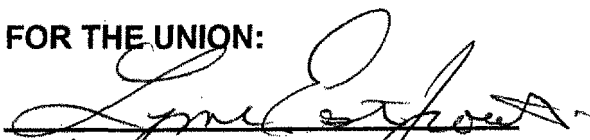
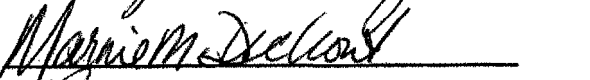
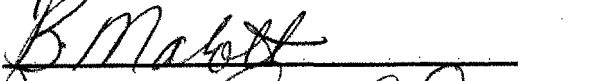
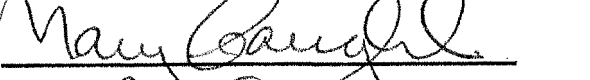


The Society **recognizes its** responsibility to provide services in accordance with its governing legislation, regulations, standards and Society policies and practices. The ultimate responsibility for workload management rests with the Society as the Employer. It is **also** recognized that the employees and OPSEU Local 116 have a role to **play** in creating a work environment that not only **acknowledges** the Society's obligations, but **also** its responsibilities to provide mandated services.

The Employer-Employee Relations Committee, during the term of this Collective Agreement will monitor the Workload Management System (see attached) and to make recommendations to senior management on this and other workload issues pertaining to staff.

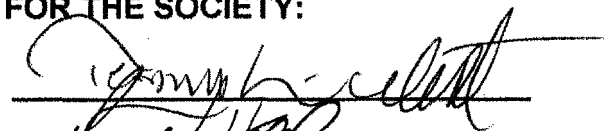

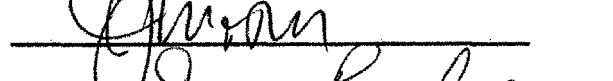
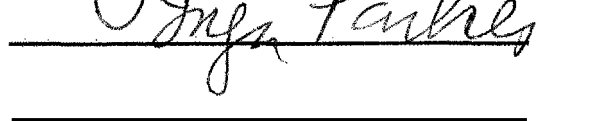
it is agreed and understood that this Letter of Understanding and the Workload Management System attached do not form part of the Collective Agreement and shall not be the subject matter of a grievance or arbitration except in the case of a Union Policy Grievance over whether the Society is in compliance with the spirit and intent of the processes established under the workload Management System.

Dated at London, Ontario this 17<sup>th</sup> day of June 2003.

FOR THE UNION:

  
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FOR THE SOCIETY:

  
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# Workload Management System

## Introduction

The Society currently **utilizes** a variety of systematic methods in an ongoing effort to effectively manage workload demands. It is the goal of the Society to keep caseload ranges to **as** manageable **levels as is** possible, taking into account the circumstances at the time.

- **We** have adopted **a** prospective hiring practice (e.g. block hirings wherever possible) that includes strategies such **as** staffing above complement in anticipation of vacancy rate, volume increases, and program expansions. Attempts will **be made** to recruit in advance of known vacancies to assist with training requirements and caseload transfers.
- The current monthly case assignment roster system also provides guidelines to assist supervisors in achieving an equitable and predictable case assignment process.

## Principles

The responsibility for **workload** management rests with the Society as an employer. The **purpose** of a Workload Management Procedure **is** to guide:

- Service to ensure the safety and well-being of children in accordance with the Child and Family Services Act and its standards and regulations.
- Staff Hiring and deployment decisions
- Equitable workload assignments
- Transparent Workload review processes
- Volume of workload assigned to individual workers

Ministry amendments to existing benchmarks and new future Ministry approved benchmarks will be taken into account under the Workload Management System.

## Definition

Workload ranges indicate the ideal range of cases that may be carried by individual social workers and by their aggregation, the service of operational units to which they are assigned. In the case of part-time employees, their range will be prorated by the percentage of a full workweek. Specialized, or Society endorsed protected caseloads may impact upon the number of cases being carried by **such** workers. Where, following the appropriate assessment, a case has been designated for closure by **a** supervisor, after 30 days it will not **be** included in the caseload counts. Our expectation is that all case recording for case closure will be completed within 30 days.

## Procedure

Workload reviews **may be initiated** at three levels.

**a. Society initiated**

The Society **will** continue to monitor workload on a quarterly **basis, as well** as on a required basis. The data, methodology and results will be shared with the units, senior management and with the union at the Employer-Employee Relations Committee.

Supervisors will strive to ensure that:

- Regular ongoing supervision is scheduled **to** review any issues relating to the appropriate distribution and volume **of workload on** an individual basis;
- A consistent **approach is** utilized (**e.g. post a monthly** team schedule that includes time for administrative tasks including recordings, court form preparation, **etc.**). This could be **2-4** days per month (not necessarily consecutive) subject to rescheduling **as** crises arise requiring the worker's involvement. **Also** scheduling **is** the mutual responsibility **between** staff and the supervisor in conjunction with other team members;
- A consistent approach **is** utilized for work plans (e.g. **template memos**, time lines, union involvement) **while** recognizing the individuality of the worker;
- Consequences are consistent with the "progressive discipline" in the Human Resources Policies and Practices.

**b. Supervisor initiated Workload review**

Where an employees' workload **approaches** or **exceeds** the **range** maximum over a **quarterly** period, the following "Workload Review" may **be** initiated. Together **with** the employee, the **supervisor** will conduct an assessment of the employee's workload **in** order to determine whether the individual's **caseload** exceeds or **is likely** to **exceed** the Workload range. This may also include a consideration of a number of factors including:

- The number of cases before the court
- The **number** of designated high risk/**complex** cases and cases pending closure/**transfer**
- The number of supervised access visits
- The amount of required driving time
- Required team coverage, leaves of absence and accommodation requirements
- Training requirements (**e.g. New Worker** training, introduction of new technology and systems)
- Committee work/**mentoring** new staff or students
- Exceptional workload incurred through temporary coverage responsibilities or protected caseloads.

If the supervisor concludes that the employee's caseload "exceeds" the range maximum, the supervisor may initiate steps in response, including but not limited to the following:

1. Where the range maximum has been exceeded, no further cases be assigned until **the caseload has fallen** below the maximum and,
2. Other duties, which can be reasonably redirected, will be determined and the supervisor will make such arrangements as soon as possible.

The unit supervisors individually, and collectively with the Program Manager/Department Director, will monitor individual, unit, and departmental workload demands on a quarterly, and on an as required basis. They will share the results of their analysis and recommendations with the Department Director, senior management, members in their unit and with members of their department at departmental meetings.

### **c. Individual Social Worker**

In an effort to address individual workload issues, an employee may request a workload review (known as a workload alert) by the immediate supervisor **in** writing outlining specific issues. A written plan will be developed between the workers and supervisor in order to address the workload concerns.

### **Workload Ranges**

Under normal circumstances social workers carrying less than the minimum may be assigned more cases and those at or exceeding the maximum, may have case assignments temporarily suspended until their workload falls below the maximum. In the case of new employees or others placed on reduced duties for **health** or other appropriate reasons, a reduction in the range minimum may be established by the employee's supervisor, subject to the approval of a Program Manager/Department Director. Workers carrying mixed caseloads will have those caseloads measured and assessed on a prorated basis in each service area represented on their **caseload**.

In order to initiate workload review, the following ranges will be averaged over a 3-month period:

Intake	9-14 case assignments per month Review trigger at 12 case assignments
Ongoing Family Services	18 – 22 cases Review trigger 21 cases
<b>Foster Homes</b>	30 – 40 active homes Review trigger 35 active homes



#### **d. Employee Initiated Workload Review**

In an effort to address individual workload issues, an employee may request a workload review by the immediate supervisor. This request must be in writing outlining specific issues. The purpose of the review is to develop a plan to address the workload issues including proposed solutions. The review **may** consider the above factors under a supervisor initiated review, and will respond as if the employee had actually reached or exceeded the range maximum. Where the supervisor has concluded that a review is not arranged, arrangements will **be** made to frequently monitor the employee's workload.

An employee who **is** not satisfied with the supervisor's response, may request in writing a meeting with their supervisor and Program **Manager/Department** Director which will be held within seven working days, except by mutual agreement, to further review their concern. The Program **Manager/Department** Director will explore alternatives towards resolution of issues and provide a written response to the worker within ten working days of the meeting.

#### **e. Unit/Departmental Workload review**

Supervisors will monitor, with the support of agency statistical information the capacity of the unit to absorb additional cases. **As** employees within the unit reach workload maximums, the supervisor will identify employees who are able to receive additional cases. Where all employees are at set targets, in the opinion of the supervisor, this will be brought to the attention of the Program **Manager/Department** Director in their department to determine **if** cases may be redirected to other units. The conclusions of this consideration will be brought to the attention of the Department Director who will further consider redistribution across other units. The need for additional staffing will also be considered.

#### **Employer-Employee Relations Committee Meetings**

Workload issues will be a standing agenda item on each Employer-Employee Relations Committee agenda. Senior Management will provide quarterly updates to the EERC on the status and results of any workload reviews. EERC may make recommendations to Senior **Management** on workload issues.

# LETTER OF UNDERSTANDING #12

Re: Insurance Deductible

It is understood and agreed that the Society's obligation pursuant to Article 25.02 is limited to paying the difference between three hundred dollars (\$300) and the amount of deductible coverage that the employee's insurance policy provides to maximum of three hundred dollars (\$300).

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

Lone Eastwood  
Marian M. Dickson  
B. Malott  
Mary Cairns  
Linda Pindus  
John Wick

FOR THE SOCIETY:

Gregory H. [Signature]  
[Signature]  
[Signature]  
John Parker  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING #13**  
**Re: Bargaining Unit Scope**

The current System Network Analyst positions remain excluded from the bargaining unit. Future additional Computer Technician positions **will** be included in the bargaining unit.

Effective January 1, 2001, the Process **Server** job being performed by Phil Cook **will** be included in the bargaining unit and **at** or before that time, the parties **will** meet to resolve any necessary terms and conditions.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

[Signature]  
Miriam Dillon  
B. Melott  
Mary Caugh  
Linda [Signature]  
[Signature]

FOR THE SOCIETY:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

# LETTER OF UNDERSTANDING #14

## Re: Article 29.10

***Scheduled and non-scheduled residential part-time hours will be assigned based on seniority and availability in each home.***

***If an emergency crisis develops in a residence, staff assignment may be based on availability up to a maximum of one eight (8) hours shift only to cover the immediate crisis.***

Effective March 2003:

### Hiring

- The Part-time Residential hiring process (interview, hire letter) will be revised to reflect the minimum (16 hours per month) requirement. Part-time Residential staff are expected to be "available" this number of hours to ensure that they are up-to-date and familiar with the current residential programs. It is expected that a balance of all shifts, including weekends, overnights **and** statutory holidays occurs.
- Upon hire, part-time residential staff will be assigned and oriented to a primary home in order to ensure familiarity to residents, staff, and programs and completion of a regular evaluation by the Group Home Co-coordinator;
- Upon hire, part-time residential staff may be oriented to a maximum of two (2) programs. The second home to which the staff is oriented will be known as the secondary home;
- Revised (on the basis of seniority) lists of available part-time residential staff will be prepared for each home, **but** will also include a section on "Status to Work, These lists will be updated monthly in Human Resources, to maintain accuracy of any accumulated part-time hours. All "leaves of absence" must be approved through the Human Resources Director.
- Part-time residential staff may work up to 88 hours every two weeks (average of 44 hours per week). Part-time residential staff are to monitor their hours to ensure that they do not exceed the limits. Part-time residential staff will advise the Coordinator prior to accepting the shift if it may lead to an overtime situation. This will also be monitored by Human Resources on a monthly basis (through payroll records), and if the part-time residential staff has worked overtime, the Group Home Coordinator will be asked to discuss the matter with the staff, and ensure future compliance to **the limits**. **If** the **part-time** residential staff works in excess of an average of 44 hours per week (over a 2-week period) then they will be paid **at** time-and-a-half for the excess hours.

- Given that our mutual interest **is** to ensure that Full-time staff do not work (excessive) overtime, we will exhaust the Primary **and Secondary** lists within a home prior to requesting Full-time Staff\*\* to work overtime. All such overtime must be authorized (e.g. Group Home Co-coordinator/Emergency Duty Supervisor); and seniority will be recognized in the call-in process.
- If a Part-time residential staff has not worked in a 6 month period (unless on an approved **LOA**) a meeting with the co-coordinator may occur. Article 13.02 (c) will apply, and employment may terminate. If Part-time residential staff are offered shifts based on their **availability** and do not work the minimum hours required **then** their **employment** will **be** reviewed.
- \*\*Full-time staff includes all classifications (i.e. Family Support, Residential)

### Staffing List

- Part-time staff that has accepted a “contract” position (covering for a full-time position) will be considered as full-time.
- Where possible, part-time staff will be contacted for the (block scheduling). It will be the part-time residential staff responsibility to check the schedule for assigned hours.
- Part-time staff may **be** contacted on an “emergency” **basis** even though they are not oriented to the home.

### Schedules

- Full-time residential staff, wherever possible, will be expected to submit their requests for known time off (for the upcoming 4 month period) one month in advance (by May 1, to encompass the peak period of June 1 through September 30; September 1, to cover the time periods of October 1 through January 31; and January 1 to cover the time periods of February 1 through May 31) of the preparation of the upcoming 4 month schedule. Later requests for time off will **be** granted pending the availability of appropriate, and approved, coverage;
- Completed schedules will **be posted on** or around the 15<sup>th</sup> of the month.
- Part-time residential staff will **also** be expected to submit their availability to the Group Home coordinators four months in advance. Submission of availability **is** to occur **by** May 1, September 1, and January 1, to coincide with the full-time staff time periods. They are encouraged to have a “pager” so they can be contacted easily for potential assignments. All calls to part-time residential staff will be logged on an appropriate form, to determine what shifts were offered, and which shifts were declined. If **availability** is not submitted the staff will forfeit potential assignment to available hours until such time the availability

submission occurs. **As** availability changes, it will **be** the responsibility of the part-time residential staff member to keep the Group Home coordinator updated.

- Group Home coordinators **will** post the upcoming schedule, highlighting where shifts need to **be** covered.
- **As** the upcoming schedule **is** prepared every effort will be made to provide part-time residential staff (according to seniority and availability) with an equal distribution of the various (3) types of **shifts**. We need to ensure that there is an appropriate level of experience on each shift, and to provide a safe, nurturing environment for all.
- Shifts will be assigned according to:
  - (a) Seniority
  - (b) Availability
  - (c) **Equitability** (part-time residential staff may be “assigned” on an equal basis to any three shifts on a particular date). The longer shift in any given **day** will **be** assigned to the most senior part-time residential staff.
- Part-time residential staff holding other full-time positions at the Society will **be** contacted on a “seniority” **basis** and may accept up to 4 hours per week (**based** on a 40 hour work week) or 9 hours per week (based on a 35 hour work week), which can be averaged over a four-week period. **As** with other part-time staff, these particular staff will need to monitor their hours to ensure that they do not place themselves in **an** overtime situation.
- All emergency overtime will be paid at one **and** one half (1½) times salary and a yellow slip must **be** submitted.
- Block assignments may be used in the scheduling process **for** known vacancies exceeding five days and up to sixty days (extended sick time, vacation, leave, etc.) to provide stability for **a** program. Staff **will** be compensated at the **plus** five-day rate).
- Part-time staff who have accepted **a** “contract” position (covering for a full-time position) will not be **called** for shifts, unless in an emergency situation, like other full-time residential staff. The “availability” section of the staffing list will indicate the period of the contract, and that they are not to be called for planned shifts.
- Shifts that begin within **a** 24-hour period will be considered as “Emergency”. These shifts will be given to the first person to accept, based on seniority.
- For “non-emergency” shifts, a minimum of one hour **will** **be** given to staff to return the call for coverage.

- Full-time staff/part-time staff who are directed to secure additional part-time residential staff coverage must do so on the basis of “seniority” also.
- Any changes in shifts by a part-time staff must be approved by the coordinator.
- If concerns where **disputes** arise in the scheduling of staff, and the program **needs** are **unable** to be met, then the established protocol will **be** utilized (a joint meeting with the Group Home Coordinator, **OPSEU** representative and the Residential Supervisor). it is expected that a preliminary meeting with the Group Home Coordinator has **occurred first**.

**LETTER OF UNDERSTANDING#15**  
**Re: Definition of Personal Leave**

- a) It is acknowledged that the purpose of personal leave under Article 20.08 is for medical appointments or **family** health matters.
- b) Full-time residential staff who require personal leave under **Article 20.08** for a child's illness or injury on a day when their shift is more than **eight** hours, they **may** access up to twelve hours instead of the normal eight (8) hours under Article 20.08.

SIGNED at London, Ontario this 12<sup>th</sup> day of February, 2004.

FOR THE UNION:

[Signature]  
Marianne M. Dickson  
B. Malott  
Mary Coughlin  
Lizette Andrews  
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FOR THE SOCIETY:

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