

Collective Agreement

Between

Ontario Public Service Employees Union
Local 594

and

Family Service Association of Toronto

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TABLE OF CONTENTS

ARTICLE #	PAGE #
PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - RELATIONSHIP.....	1
2.01 No STRIKESAND No LOCKOUT.....	1
2.02 No HARASSMENT/DISCRIMINATION.....	2
2.04 HARASSMENT/DISCRIMINATION COMPLAINT/GRIEVANCE PROCEDURE.....	2
2.05 OPTIONS.....	2
2.06 CONFIDENTIALITY.....	3
2.07 REPRESENTATION.....	3
2.08 COMPLAINT STAGE AND INVESTIGATION STAGE.....	3
2.09 GRIEVANCE.....	4
2.10 ARBITRATION.....	4
2.12 TIME LIMITS.....	4
ARTICLE 3 - MANAGEMENT RIGHTS.....	5
ARTICLE 4 - CHECK-OFF OF UNION DUES.....	5
4.06 PRINTING OF THE COLLECTIVE AGREEMENT.....	6
ARTICLE 5 - EMPLOYEE REPRESENTATION.....	6
5.01 EMPLOYEE REPRESENTATIVES.....	6
5.04 GRIEVANCE COMMITTEE.....	7
5.09 NEGOTIATING COMMITTEE.....	7
5.10 LEAVE FOR LOCAL PRESIDENT.....	8
ARTICLE 6 - ASSOCIATION - UNION MEETINGS.....	8
6.03 HEALTH & SAFETY.....	8
ARTICLE 7 - GRIEVANCE PROCEDURE.....	9
7.01 COMPLAINT STAGE.....	9
STEP 1.....	9
STEP 2.....	9
7.02 TIME LIMITS.....	10
7.04 GROUP GRIEVANCES.....	10
ARTICLE 8 - DISCHARGES AND GRIEVANCES.....	10
ARTICLE 9 - POLICY GRIEVANCE.....	11
9.01 STEP 1.....	11
STEP 2.....	11
ARTICLE 10 - ARBITRATION.....	12
10.03 ARBITRATION BOARD.....	12
10.04 EXPEDITED ARBITRATION.....	13
ARTICLE 11 - BULLETIN BOARD.....	13

TABLE OF CONTENTS

ARTICLE #	PAGE #
ARTICLE 12 - JOB POSTING AND TRANSFER	13
12.01 JOB POSTING	13
12.04 TRANSFERS.....	14
12.05 TRIAL PERIOD	15
ARTICLE 13 - SALARY TREATMENT FOR NEW CLASSIFICATION, PROMOTIONS AND TEMPORARY TRANSFERS	16
13.01 NEW CLASSIFICATIONS.....	16
13.02 PROMOTIONS.....	17
13.03 TEMPORARY TRANSFERS.....	17
ARTICLE 14 - SENIORITY	17
14.03 PROBATIONARY PERIOD.....	18
14.08 SENIORITY LIST.....	19
ARTICLE 15 - LAY-OFF AND RECALL	19
15.03 JOB SECURITY	20
15.04 DISPLACEMENT	20
15.06 NOTICE OF LAY-OFF.....	21
15.07 RECALL RIGHTS	21
ARTICLE 16 - SICK LEAVE	22
16.05 WORKER'S COMPENSATION.....	23
ARTICLE 17 - BENEFITS	24
17.01 MAJOR MEDICAL INSURANCE	24
17.02 GROUP LIFE INSURANCE	24
17.03 PENSION PLAN.....	24
17.04 BENEFIT COVERAGE DURING ABSENCE.....	24
17.06 DENTAL PLAN	25
17.07 VISION CARE.....	26
17.08 LONG TERM DISABILITY	26
17.09 PART - TIME BENEFITS	26
ARTICLE 18 - LEAVE OF ABSENCE	26
18.02 BEREAVEMENT LEAVE	27
18.03 LEAVE FOR UNION ACTIVITIES.....	27
18.04 UNION EXECUTIVE LEAVE	27
18.05 JURY DUTY.....	28
18.06 PREPAID LEAVE PLAN	28
18.07 APPLICATION.....	28
18.08 APPROVAL.....	28
18.09 DEFERRAL PLANS.....	28
18.10 WRITTEN AGREEMENT.....	29
18.11 SELECTION OF CARRIER	29
18.12 ASSIGNMENT ON RETURN.....	30
18.13 WITHDRAWAL RIGHTS	30
18.14 LEAVE DEFERRAL	30

TABLE OF CONTENTS

ARTICLE #	PAGE #
18.15 INTEREST ACCUMULATION.....	3i
18.16 ON LEAVING EMPLOYMENT.....	31
18.17 DEATH CLAUSE.....	31
18.18 INCOME TAX.....	31
ARTICLE 19 - PREGNANCY/PARENTAL LEAVE.....	31
19.04 PREGNANCY OR PARENTAL LEAVE SUPPLEMENTARY ALLOWANCE	32
19.07 EXTENDED PARENTING LEAVE.....	32
19.09 PARENTING PARTNER LEAVE	32
ARTICLE 20 - VACATIONS.....	33
ARTICLE 21 - HOLIDAYS.....	34
21.02 PAID HOLIDAYS -COMPRESSED WORK WEEK &/OR FLEXIBLE HOURS	34
21.04 BONUS TIME.....	36
21.05 RELIGIOUS HOLIDAYS	36
ARTICLE 22 - HOURS OF WORK.....	36
22.04 EVENING HOURS	37
ARTICLE 23 - OVERTIME.....	37
ARTICLE 24 - WAGE RATES AND CLASSIFICATIONS.....	37
ARTICLE 25 - TRANSPORTATION.....	38
ARTICLE 26 - PERSONNEL FILES.....	38
ARTICLE 27 - RETIREMENT.....	39
ARTICLE 28 - TECHNOLOGICAL CHANGE.....	39
ARTICLE 29 - TRAINING.....	39
ARTICLE 30 - DURATION OF AGREEMENT.....	40
SCHEDULE I - GROUP I - ADMINISTRATIVE/SUPPORT STAFF.....	42
SCHEDULE II - GROUP II - SOCIAL WORK AND COUNSELLING STAFF.....	43
SCHEDULE III - SEPTEMBER 1, 1999 – MARCH 31, 2000.....	44
SCHEDULE IV- APRIL 1, 2000 – MARCH 31, 2001.....	45
SCHEDULE V - APRIL 1, 2001 – MARCH 31, 2002.....	46
SCHEDULE VI - ACCUMULATION TIMETABLE.....	47
SCHEDULE VII - VACATION SCHEDULE.....	48

TABLE OF CONTENTS

ARTICLE #	PAGE #
LETTER OF UNDERSTANDING - RE: TEMPORARY, CASUAL OR CONTRACT EMPLOYEES.....	49
LETTER OF UNDERSTANDING - SICK CREDITS AND VACATION CREDITS.....	51
LETTER OF UNDERSTANDING - RE: FLEX TIME.....	52
LETTER OF UNDERSTANDING - RE: EMERGENCY AFTER HOURS, EAP TRAINING TEAM, DOMESTIC VIOLENCE GROUPS, FAMILY LIFE, EDUCATION PROGRAMMES; ETC.....	53
LETTER OF UNDERSTANDING - RE: PENSION ADVISORY COMMITTEE.....	54
LETTER OF UNDERSTANDING - RE: EMPLOYEE ASSISTANCE PROGRAM.....	55
LETTER OF UNDERSTANDING.....	56
APPENDIX "A"	58
MEMORANDUM OF AGREEMENT.....	59
APPENDIX "B"	61
CONVERSION STEPS.....	63
APPENDIX 1.....	67

PREAMBLE

The purpose of this Agreement is to establish and maintain working conditions, hours of work and salaries with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder. The Union recognizes the obligation of the Association to provide services to the public pursuant to its mandate to respond to human needs in society, its commitment to helping families cope with the stress of life, and its obligation to comply with applicable legislation.

The Association and the Union are committed to the principles of employment equity, internal equity and a participative work environment and acknowledge the importance of attempting to enhance employment stability in the workplace.

ARTICLE 1 - RECOGNITION

1.01 The Association recognizes the Union as the sole and exclusive collective bargaining agent of **all** persons employed by Family Service Association of Metropolitan Toronto in Metropolitan Toronto, save and except positions identified in Appendix A and new positions in which an employee exercises managerial or confidential functions within the meaning of the Ontario Labour Relations Act. For the purpose of clarity, a list of current exclusions is attached as Appendix "A".

1.02 For the purposes of discussing a new position which the Association asserts should be excluded because the employee exercises managerial or confidential functions, the Union shall be provided with the job description of the position. In the event of a dispute as to whether a person filling a new position exercises managerial functions or is employed in a confidential capacity within the meaning of the Ontario Labour Relations Act, the matter shall be referred to the Ontario Labour Relations Board for determination. The parties agree to abide by the decision of the Ontario Labour Relations Board and to include or exclude the position accordingly.

ARTICLE 2 - RELATIONSHIP

2.01 No Strikes and No Lockout

In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, R.S.O. 1980, the Union and employees agree that there will be no strike, slowdown, work stoppage either complete or partial or other interruption or interference with operations during the term of this

Agreement. The Association agrees that there shall be no lockout by it during the term of the Agreement.

2.02 No Harassment/Discrimination

The Association agrees that there will be no discrimination, interference, restraint or coercion exercised or practised by it or its representatives against any employee because of membership or non-membership, or activities or lack of activity in the Union.

2.03 The Union agrees that there will be no discrimination, intimidation, interference, restraint, or coercion exercised or practised by members or representatives of the Union against any employee of the Association, because of membership or non-membership, or activities or lack of activity in the Union, and that there will be no solicitation of membership, collection of dues or other Union activity during any employee's working hours, and no distribution of literature or meetings on the premises of the Association except with the Association's express permission or as otherwise provided herein.

2.04 Harassment/Discrimination Complaint/Grievance Procedure

The Union and Association recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect in the workplace.

The parties agree that all employees covered by this Agreement have the right to work in an environment free from harassment and discrimination in accordance with the Human Rights Code. Harassment means engaging in a course of conduct that is known or ought reasonably to be known to be unwelcome. No employee shall be discriminated against or harassed because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability.

No employee who files a complaint or testifies concerning another person's complaint shall suffer any reprisals.

2.05 Options

The employee shall elect the process by which his/her complaint is resolved. He/she may select the process outlined below or may choose to use the process outlined in the Association's policy on Workplace Discrimination and Harassment. This election is without recourse to any other internal process within the Association.

All employees have the right, as defined in the Human Rights Code, to file a complaint with the Human Rights Commission. This right is not limited in any way by the foregoing complaint/grievance procedure or by the Association's policy on Workplace Discrimination and Harassment.

2.06 Confidentiality

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the respondent (i.e. the person against whom the complaint is made), as to the nature of the allegation, the progress of the complaint, and its resolution or disposition.

2.07 Representation

The complainant and/or respondent may choose a Union representative to assist him/her in presenting the complaint, discussing the complaint and in the course of any investigation or when making representations.

2.08 Complaint Stage and Investigation Stage

- a) The employee who has a complaint shall first raise the matter with their immediate manager by completing the approved discrimination /harassment complaint form. If the complaint is against the immediate manager, the complaint shall be raised with the next higher level of management.
- b) At any time during the investigation, the Association may refer the complaint to a third party investigator in place of the manager.
- c) Within five (5) working days of receipt of such complaint, the manager shall meet with the employee to obtain all relevant details from him/her concerning the allegations of discrimination/harassment.
- d) Within ten (10) working days of such meeting, the manager shall have completed an investigation of the complaint by meeting with the respondent and any other individuals the manager deems necessary.
- e) Where the manager does not have jurisdictional authority over the respondent, the manager shall notify the appropriate line manager of the investigation.
- f) Upon completion of the investigation, the manager, shall within five (5) working days, schedule a meeting with the complainant, which will outline, in writing, the conclusion(s) drawn and action(s) to be taken concerning the disposition of the complaint. The manager shall inform individuals directly involved of the results of the investigation.

- g) It is understood that where there is no finding of discrimination or harassment, no documentation will be placed on the personnel files of either the complainant or the respondent.

2.09 Grievance

- a) If the complainant is not satisfied with the written response received from the manager, within ten (10) working days of the receipt of such written response he/she may forward a written grievance to the Executive Director or his/her designate.
- b) On receipt of the grievance, the Executive Director or his/her designate shall schedule a meeting within five (5) working days with the griever to review the complaint, determine the areas of disagreement or dissatisfaction with the response given in Article 2.08 (9).
- c) The Executive Director or his/her designate, will then meet with the investigating manager in order to review all documentation, reports and evidence upon which the manager's decision was made. If warranted, the Executive Director or his/her designate may commission a further investigation which shall be completed within ten (10) working days.
- d) The Executive Director or his/her designate, shall schedule a subsequent meeting within five (5) working days with the griever in order to provide a written report outlining the results of the steps taken in 2.09 (c) including conclusion(s) reached, action(s) to be taken and the disposition of the grievance.

2.10 Arbitration

If the decision of the Executive Director or his/her designate is not satisfactory to the griever, or if none is communicated within the time limits as set out above, the grievance may be submitted to Arbitration as set forth in Article 10 of this Agreement.

2.11 Where it appears to an Arbitrator or Arbitration panel that an employee who is a griever under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the Arbitrator or Arbitration panel may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

2.12 Time Limits

Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges and recognizes that the Management of the Association and the direction of the working force are fixed exclusively with the Association and shall remain solely with the Association except as specifically limited by an express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Association to:

- (a) maintain order, discipline and efficiency;
- (b) hire, retire, transfer, classify, assign, appoint, promote, demote, layoff, recall, suspend, discharge, or otherwise discipline employees provided that if any employee has been discharged or disciplined without just cause (providing in the case of discharge, a lesser standard shall apply for a probationary employee as outlined in Article 8.03) or promoted, demoted, classified, laid off or recalled contrary to the terms of this Agreement a grievance may be filed in accordance with the grievance procedure;
- (c) make and enforce from time to time such reasonable rules and regulations as the Association considers necessary or advisable for the efficient and orderly conduct of its business and require employees to observe such reasonable rules and regulations provided they are not inconsistent with the express provisions of this Agreement; the Union will be advised of any changes or additions to rules and regulations;
- (d) manage the Association and without restricting the generality of the foregoing to determine, modify, discontinue or add occupational classifications, job procedures, processes or operations; to establish new or improved methods and facilities and change schedules of work; to determine any necessary tests or examination to be given and methods of training; to determine programs, complement, organization and the number, location and classification of employees required from time to time, the number and location of facilities, services to be performed and assignments of work and the extension, limitation, curtailment or cessation of operations in whole or in part and all other rights and responsibilities not specifically modified by the express provisions of this Agreement.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.01 The Association agrees to deduct an amount equal to the regular monthly Union dues from each employee in the bargaining unit commencing from the employee's date of hire.

4.02 The amount of the regular monthly dues shall be those authorized by the Union and the Director of Finance of the Union shall notify the Association of any

changes therein and such notification shall be the Association's conclusive authority to make the deductions specified.

4.03 In consideration of the deducting and forwarding of Union dues by the Association, the Union agrees to indemnify and save harmless the Association against any claims or liabilities arising or resulting from the operation of this Article.

4.04 Such dues shall be forwarded to the Director of Finance of the Union no later than the fifteenth day of the month following that month in which deduction ~~is~~ taken along with a list of employees from whom deductions were made, such list to show name, S.I.N. number and amount deducted.

4.05 The Association agrees to include the annual total of dues deducted on each employee's T4 slip.

4.06 Printing of the Collective Agreement

The parties will equally share in the cost of printing the Collective Agreement and in distributing sufficient copies to employees.

4.07 The Association shall advise the President of the Local of the name and position of each new employee hired into the bargaining unit.

ARTICLE 5 - EMPLOYEE REPRESENTATION

5.01 Employee Representatives

The Union will keep the Association informed of its executive body and committees and local regional representative.

5.02 For purposes of this Agreement, the name and position of each committee member, from time to time selected, shall be given to the Association in writing, the areas they represent and the effective date of their respective appointments.

5.03 No individual member or group of members shall undertake to represent the Union at meetings with the Association without the authorization of the properly elected local representative. The Union shall have the right to the assistance of OPSEU representatives at all times, provided the Union has first notified the Association, and the representatives shall be given reasonable access to the Association's premises to assist the members.

5.04 Grievance Committee

The Union may elect or appoint not more than four **(4)** stewards from amongst employees in the bargaining unit who have completed their probationary period for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this Agreement.

5.05 The Association will recognize a Grievance Committee which shall not exceed three (3) in number, one of whom shall be designated chairperson.

5.06 It is agreed that Union stewards and members of the Grievance Committee shall continue to perform their regular duties and responsibilities for the Association and shall not leave their regular duties without having first secured permission from their immediate manager, which permission shall not be unreasonably withheld, considering, however, the Association's operational responsibilities and the geographic locations. Union stewards requesting time off for the purposes of servicing grievances under the Collective Agreement shall advise their immediate manager of the nature of their business and report to such manager at the time of their return to work. If, in the performance of such duties the steward is required to speak to employees at another work location, s/he will report his/her presence to the manager at that work location.

5.07 Leave of absence without pay but no **loss** of seniority credits shall be granted to the union steward who serviced the grievance, or a substitute steward, when required to attend arbitration hearings.

5.08 Stewards or members of the Grievance Committee shall not suffer any deduction in regular salary for time spent while engaged in the presentation of a grievance pursuant to Article 7. Members of the Union Committee referred to in Article 6 shall not suffer any deduction in regular salary for time spent meeting with the Association.

5.09 Negotiating Committee

The Association will recognize a Negotiating Committee of up to three (3) representatives for contract negotiating purposes. The salaries of these three (3) members shall suffer no deduction from regular straight time salary for the time spent in direct negotiations with the Association or for reasonable travel time when required, from one of the Association's work locations to the place where such negotiations are to be held, it being understood that such negotiations do not include conciliation or subsequent to conciliation.

Members of the Negotiating Committee shall be granted time off without pay but no loss of credits for Union caucus meetings held prior to negotiations.

5.10 Leave for Local President

The Local President or his/her designate shall be provided with paid leave of four **(4)** hours per week in order to conduct the internal affairs of the Local. The cost of this leave shall be equally shared by the Association and the Union. The actual schedule is subject to approval by the manager of the unit affected.

ARTICLE 6 - ASSOCIATION - UNION MEETINGS

6.01 The Association agrees, during the term of the Collective Agreement, to meet every two (2) months or more frequently as agreed to by the parties, with a committee of the Union comprised of not more than three (3) employee representatives. Meetings will be at a time agreed upon between representatives of the Union and the Association and any requests for a meeting shall be made in writing at least two (2) weeks in advance with an agenda provided.

6.02 The purpose of such meeting shall be to deal with present or prospective problems relating to the administration of the Collective Agreement or other matters mutually agreed to by the parties.

The purpose of such meeting shall be to identify present or potential problems relating to the administration of the Collective Agreement or other matters mutually agreed to by the parties with a view to arriving at solutions on the basis of consensus whenever possible.

6.03 Health & Safety

In recognition that the terms of the Occupational Health and Safety Act and Regulations apply to the Association, the parties agree to continue the Health and Safety Committee composed of three (3) bargaining unit members and three (3) members of management. Meetings are to be co-chaired by one **(1)** member of each. The Committee shall meet a minimum of four **(4)** times a year and shall report to the Union and the Association through the Association-Union meetings, at least once a year.

In view of the legislated training requirements, it is agreed that the bargaining unit member who receives Health and Safety training will serve on the committee for a term of not less than three (3) years.

The mandate of the committee shall be to review health and safety concerns relating to the workplace throughout the Association. The committee, in carrying

out its mandate, may identify health and safety problems and recommend possible solutions.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 The parties to this Agreement are agreed that it is important to adjust complaints and grievances as quickly as possible.

Complaints and grievances properly arising under this Agreement shall be adjusted and settled as follows:

Complaint Stage

It is understood that an employee has no grievance until s/he has first given his immediate manager the opportunity of adjusting his/her complaint. If an employee has a complaint, s/he shall discuss it with his immediate manager within ten (10) working days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The manager shall give his/her response to the complaint within five (5) working days after such discussion and, failing settlement, it may be then taken up as a grievance in the following manner and sequence:

Step 1

If within five (5) working days, the grievor is dissatisfied with the disposition of the complaint, s/he may, with or without his/her union steward, present his/her grievance in writing to the immediate manager.

The grievance shall contain a statement of the facts relied upon and the articles of the Collective Agreement alleged to have been contravened, indicate the relief sought, and be signed and dated by the employee. The immediate manager shall answer the grievance in writing within seven (7) working days after receipt of the grievance.

Step 2

Failing settlement of the grievance at Step 1, and within five (5) working days after receiving the answer in Step 1, the grievor, who shall have the assistance of the Union Grievance Committee, may submit the grievance in writing to the Executive Director or his/her designate.

Within the next ten (10) working days after submitting the grievance to the Executive Director or his/her designate, members of the Union Grievance

Committee (which shall not exceed two (2) in number, including the steward involved at Step 1) the grievor and the Executive Director or his/her designate shall meet to discuss the matter. It is understood and agreed that a representative of O.P.S.E.U. may be present at such meeting at the request of either party and that the Association may have the assistance of counsel. If the grievance is not settled within five (5) working days after the meeting it may be referred to arbitration as hereinafter provided at any time within ten (10) working days thereafter but not later.

7.02 Time Limits

If any step of the grievance procedure has not been processed by the Association within the time limit as prescribed therein, the grievance shall automatically be advanced to the next step.

7.03 Time limits set forth herein are mandatory and not directory and failure of an employee to follow the procedures laid down in this Article, or Article 10, shall result in forfeiture of all rights to the grievance procedure and the grievance will be deemed to be abandoned, subject to s.44(6) of the Labour Relations Act.

The time limits fixed in this Article may be extended by mutual consent of both parties to this Agreement provided that there shall be no obligation on either party to so consent.

7.04 Group Grievances

Where it appears that two (2) or more employees have the same grievance, the Union shall process the grievances as one (1) grievance subject to all applicable provisions under the grievance procedure, provided that such grievance shall commence at Step 1.

ARTICLE 8 - DISCHARGES AND GRIEVANCES

8.01 An employee who claims s/he has been unjustly discharged from his employment may file a grievance in writing with the Executive Director or his/her designate at any time within five (5) working days after the employee is notified of his/her discharge. The grievance will then be dealt with at Step 2 of the grievance procedure.

8.02 A grievance referred to in Article 8.01, may be settled under the grievance or arbitration procedure by:

- (a) confirming the Association's action; or

- (b) reinstating the employee with or without **loss** of seniority and with or without full compensation for the time lost less any compensation received from any source during the period from the date of his/her suspension, discharge or layoff to his reinstatement; or
- (c) by any other arrangement which may be deemed just and equitable.

8.03 It is understood that a probationary employee may be discharged for any reason provided there **is** not an act of bad faith and this shall constitute a lesser standard within the meaning of the Labour Relations Act, Section 43.1.

ARTICLE 9 - POLICY GRIEVANCE

9.01 Step 1

Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of the provisions of this Agreement affecting the Union as such, or the employees as a whole, both the Union and the Employer shall have the right to file a grievance with the Executive Director or Union President, or their designates. The grievance must be filed within 10 working days after the circumstances giving rise to the grievance.

The grievance shall contain a statement of facts relied upon and the articles of the Collective Agreement alleged to have been contravened, indicate the relief sought, and be signed and dated by the grievor.

The responding party shall answer the grievance in writing within seven (7) working days after receipt of the grievance.

Step 2

Failing settlement at Step 1, and within the next 7 working days, either party shall notify the other in writing of their desire to meet at Step 2. The meeting will occur within the next 10 working days. It is understood and agreed that a representative of O.P.S.E.U. may be present at such meeting at the request of either party and that the Association may have the assistance of counsel. If the grievance is not settled within five (5) working days after the meeting it may be referred to arbitration as hereinafter provided at any time within ten (10) working days thereafter but not later.

9.02 It is understood by the parties that the time limits as outlined in Articles 7.02 and 7.03 of this Agreement are applicable to Policy Grievances.

ARTICLE 10 - ARBITRATION

10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting any grievance procedure established by this Agreement, notify the other party in writing within ten (10) working days of its desire to submit the difference or allegation to arbitration. The notice of intention to proceed to Arbitration shall contain the details of the grievance, a precise statement of the matter in dispute, a statement of the actual remedy sought, name and address of the party's nominee as Sole Arbitrator.

The party who receives the notice of intention to proceed to arbitration shall then notify the other party of the name and address of the party's selection of an arbitrator within ten (10) working days after receiving the notice. If the parties are unable to agree upon the selection of an arbitrator within a period of ten (10) working days, either party shall then have the right to request the Ministry of Labour for Ontario to appoint an arbitrator or to refer the matter to a Board of Arbitration.

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.

Each of the parties hereto shall jointly and equally bear the expense of the arbitrator.

10.02 The Arbitrator shall not have any power to alter, modify or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

10.03 Arbitration Board

Notwithstanding the foregoing provisions of this Article, either party may refer a grievance to a Board of Arbitration. Such Board of Arbitration shall have the same jurisdiction, power and authority as has been given to the Sole Arbitrator.

Each party shall then notify the other party of the name and address of their nominee to the proposed arbitration board within the next five (5) working days. The ~~two~~ (2) nominees shall attempt to select a chairperson for the board. If they are unable to agree upon the selection within a further period of fifteen (15) working days after the appointment of the second nominee, either of the parties shall then have the right to request the Minister of Labour to appoint a chairperson for the board.

10.04 Expedited Arbitration

After exhausting any grievance procedure established by this Agreement, either party may apply for expedited arbitration under section 49 of the Ontario Labour Relations Act.

10.05 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

ARTICLE 11 - BULLETIN BOARD

11.01 The Union shall have the privilege of posting Union notices pertaining to matters relating to employees covered by the Collective Agreement on bulletin board spaces provided and assigned by the Association after first securing approval from the Association for the posting of each notice.

ARTICLE 12 -JOB POSTING AND TRANSFER

12.01 Job Posting

The Association will post notice of permanent vacancies within the bargaining unit for a period of ten (10) working days, and agrees to receive during that period written application from employees wanting to be considered for the vacancy.

Notwithstanding the foregoing, the Association may post a permanent vacancy for a period of five (5) working days in the event:

- (a) a permanent vacancy arises in circumstances in which an employee has failed to give two (2) weeks notice, or
- (b) upon the agreement of the Union.

The successful candidate shall be selected on the basis of his/her qualifications and abilities, including, but not limited to, educational qualifications, type of experience, training, reliability, efficiency and attendance. Where the Association

determines that there are two or more applicants who are relatively equal, length of service with the Association will be the deciding factor.

Notwithstanding the foregoing, it is recognized that some social workers and/or counselling staff may be assigned to service clients through a formal service agreement with a third party, and it is recognized that the "acceptability" of the social worker and/or counsellor to the third party shall be another criterion to be considered and will override all other criteria as set out above.

In such circumstance(s), the parties will meet through the Union/Association Committee within five (5) working days of the decision. The Association shall provide evidence of the need to invoke this criterion, taking into account the needs of the Association and the necessity to provide fair treatment for bargaining unit members. The parties agree to meet within the intent of Article 6.02, however, it is understood that if the Union cannot agree with the rationale provided by the Association, the Union or its members, retain the right to file a grievance under these circumstances.

12.02 Vacancies which will not or are not expected to exceed ninety (90) calendar days and vacancies caused by absence due to vacations, illness, accident, or leaves of absence (including Pregnancy/Parental leave) which are not expected to exceed one hundred and twenty days (120), will not be posted unless agreed to by the parties. Such temporary vacancies may be filled at the discretion of the Association which may include the temporary reassignment of any employee.

12.03 A change in the regular hours of work of a position or the engagement of a contract employee or renewal of contracts with the incumbent shall not be deemed to be a vacancy within the meaning of this Article and shall, therefore, not be posted.

12.04 Transfers

It is understood that where the Association determines the redistribution of staff complement within a salary grade is required, the process which will be followed is described below:

- a) staff in the unit(s) affected will be advised of the number(s), type(s) of positions and the units where the positions are to be located;
- b) candidates being considered for the transfer positions shall be selected on the basis of qualifications and abilities, including educational qualifications, type of experience, training, reliability, efficiency and attendance;

Notwithstanding the foregoing, it is recognized that some social workers and/or counselling staff may be assigned to service clients through a

formal service agreement with a third party, and it is recognized that the "acceptability" of the social worker and/or counsellor to the third party shall be another criterion to be considered and will override all other criteria as set out above.

In such circumstance(s), the parties will meet through the Union/Association Committee within five (5) working days of the decision. The Association shall provide evidence of the need to invoke this criterion, taking into account the needs of the Association and the necessity to provide fair treatment for bargaining unit members. The parties agree to meet within the intent of Article 6.02, however, it is understood that if the Union cannot agree with the rationale provided by the Association, the Union or its members, retain the right to file a grievance under these circumstances.

- c) volunteers for the transfer(s) will be sought by posting the opportunity for a period of five (5) working days. If in the opinion of the Association, two or more of the volunteer applicants are relatively equal with respect to the above criteria, then the most senior applicant(s) will be offered the position;
- d) if there are transfer position(s) which have not been filled as described above, the Association will transfer the most junior employee(s) from the units affected who meet the requirements of the position(s).

12.05 Trial Period

The successful internal applicant shall be placed on trial for a period of three (3) months. It is agreed that this period may be extended by a further period, the length of which shall be mutually agreed to between the employee and the Association, provided that such further period shall not exceed two (2) months. Conditional upon satisfactory service, the employee shall be declared permanent after the period of three (3) months or such further period to which the parties have agreed. Where an employee and the Association have agreed to an extended trial period, the Union shall be notified of the fact.

If in the opinion of the Association, the successful internal applicant is unable to satisfactorily perform all the duties and responsibilities of the new job or elects to return to his/her former job prior to confirmation in the position, s/he shall be returned to his/her former position without loss of seniority, at the wage or salary rate of his/her former position. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without **loss** of seniority, at the wage or salary rate of his/her former position.

- 12.06** In the event that an employee selected for a trial period:
- (a) elects to terminate his/her trial period and return to his/her former job and salary;
 - (b) at any time during the trial period or before confirmation in a higher classification, is returned by the Association to his/her former job and salary;

such return shall be confirmed without prejudice to the employee's future promotion opportunities; provided, however, that any application by such employee for transfer or promotion to a vacancy in the same classification is made within six (6) months of the date of this return to his former position need not be considered by the Employer.

12.07 If the vacancy is not filled on the foregoing basis, the Association may appoint an employee to the vacancy or fill the position at its discretion, and in the interim may appoint an employee to the vacancy on a temporary basis.

12.08 The Association need not consider any applicant to a posting who has, within the prior twelve (12) month period, successfully bid on a vacancy, except where:

1. The job posted would constitute a promotion for the applicant, and,
2. The "successful bid" was more than six (6) months prior to the job posting, in which case the Association shall consider the applicant along with all other applicants.

12.09 Subject to the approval of the Executive Director, any permanent employee with one (1) year of service may be considered for secondment to a specialized service or project where funding is temporary without loss of their permanent status for a period not to exceed two (2) years. A position in the employee's existing job classification will be maintained for the employee during that period.

ARTICLE 13 - SALARY TREATMENT FOR NEW CLASSIFICATION, PROMOTIONS AND TEMPORARY TRANSFERS

13.01 New Classifications

The parties have agreed to an Internal Equity Plan which shall be known as Appendix B of this Agreement.

The parties have agreed to make every effort to come to a mutual agreement on new classifications as outlined in Appendix B. When the Joint Job Evaluation Committee is unable to reach consensus regarding a bargaining unit classification, the Association will set the salary range.

Where the Union challenges the salary range established they may apply for arbitration within five (5) days following formal notification of the established salary range. It is understood that any arbitration board shall be limited to establishing an appropriate salary range based on the existing relationship amongst other salaries set out in the Collective Agreement and the duties and responsibilities of the classification in dispute.

Any change in the salary range established through arbitration shall be retroactive to the date at which such new classification was initially staffed.

13.02 Promotions

An employee promoted to a higher classification within the bargaining unit shall be placed at such level in the classification that will represent an increase of salary no less than one **(1)** step in the salary range of his/her previous classification (providing it does not exceed the salary range of the classification to which he/she has been promoted).

13.03 Temporary Transfers

Notwithstanding the foregoing, an employee who is assigned temporarily to another position in the bargaining unit shall not receive any change in rate of salary unless the assignment is to a position in a higher classification for a period of five (5) consecutive working days or more, in which case the change in salary shall be retroactive to the first day of the assignment.

ARTICLE 14 - SENIORITY

14.01 Seniority, as referred to in this Agreement, shall mean actual accumulated active service within the bargaining unit calculated from last date of hire. Employees who are employed for less than a full work week shall accumulate seniority credits on a pro-rata basis. For the purpose of this Article, and Article 15, the following shall constitute seniority groups:

- (i) Group I as defined in Schedule I
- (ii) Group II as defined in Schedule II

14.02 An employee who is transferred to a position outside the bargaining unit for:

- (a) a period of less than twenty-four **(24)** months or such longer period as the parties may agree upon or;

- (b) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit;

shall retain, but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (a) or (b) above, s/he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his/her return to the bargaining unit.

If a non-bargaining unit employee applies for, and is successful in obtaining a bargaining unit position, the parties agree that s/he shall maintain all service credits for the purposes of sick leave and vacation. Seniority in the bargaining unit shall commence from date of transfer into the bargaining unit.

14.03 Probationary Period

All employees shall be on probation for a period of six (6) continuous calendar months of active employment. The Association may extend the probationary period of any employee for up to three (3) continuous calendar months of active employment upon:

- (i) providing written notification to the Union of its wish to extend the probationary period no later than two (2) weeks preceding the expiry of the first period of probation, and
- (ii) the agreement of the Union and the affected employee to the extension.

Upon successful completion of the probationary period including any extension an employee will be credited with seniority from date of hire and such seniority shall have application in accordance with the provisions herein. Normally, each employee will be given an assessment of work performance at about the mid point of his/her probationary period.

14.04 An employee will have no seniority rights during his/her probationary period including any extension of his/her probationary period.

14.05 Where an employee is on an authorized leave of absence, seniority and service may accumulate, unless otherwise specified in the Collective Agreement, for a leave period of up to, but not to exceed six (6) calendar months.

14.06 An employee who reduces his/her regular weekly hours of work, shall continue to accumulate seniority based on his/her regular hours of work for a period not to exceed six (6) months.

14.07 An employee shall lose seniority and his/her employment shall terminate if:

- (a) s/he voluntarily quits;

- (b) s/he ~~is~~ discharged and such discharge is not reversed through the grievance procedure;
- (c) an employee has been laid off for six (6) calendar months in the case of an employee with up to one (1) year of seniority and twelve (12) calendar months in the case of an employee with one ~~(1)~~ or more years of seniority;
- (d) having been notified to return to work from lay-off, s/he fails to notify the Employer within two **(2)** working days of notification that s/he will report to work or fails to report back to work within five (5) working days after receipt of notification by the Employer to return to work. Date of receipt shall be considered to be that on which the Management's recall notice, sent by registered mail, is signed for in the presence of a postal employee, but in no event, longer than seven (7) calendar days from the date of registration. The recall notice being sent to the last address of the person on lay-off as furnished by her/him;
- (e) an employee utilizes a leave of absence for purposes other than for which the leave was granted, or fails to return to work after expiration of a leave of absence without providing a reason satisfactory to the Association;
- (f) an employee is absent from scheduled work for a period of three (3) consecutive working days without notifying the Association of such absence or providing a reason satisfactory to the Association.

14.08 Seniority List

A seniority list shall be established for employees covered by this .Agreement. Such seniority list shall be updated annually and posted by March 1st of each year on the bulletin board described in Article 11. A copy shall be supplied to the Union at the same time.

ARTICLE 15 - LAY-OFF AND RECALL

15.01 In the event of a reduction in the number of employees within a seniority group as defined in Article 14, lay-off of staff shall be based on the following factors:

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

Where the criteria in factors (a) and (b) are relatively equal for the position in question, seniority shall govern, provided that the remaining employees have the necessary qualifications.

Notwithstanding the foregoing, it is recognized that some social workers and/or counselling staff may be assigned to service clients through a formal service agreement with a third party, and it is recognized that the "acceptability" of the social worker and/or counsellor to the third party shall be another criterion to be considered and will override all other criteria as set out above.

In such circumstance(s), the parties will meet through the Union/Association Committee within five (5) working days of the decision. The Association shall provide evidence of the need to invoke this criterion, taking into account the needs of the Association and the necessity to provide fair treatment for bargaining unit members. The parties agree to meet within the intent of Article 6.02, however, it *is* understood that if the Union cannot agree with the rationale provided by the Association, the Union or its members, retain the right to file a grievance under these circumstances.

It is also understood that no employee shall have the right to bump into a higher classification under this Article.

15.02 The Association agrees to notify the properly elected local representative and/or an Ontario Public Service Employees Union representative, as far in advance **as** reasonably possible, prior to the expected date of implementation of a lay-off. The Association further agrees to meet with the Union, through the Union/Association Committee, to review:

- (a) the reason(s) causing the lay-off;
- (b) potential alternatives which may include the utilization of other means, such as normal retirements, leaves, transfers, etc., in order to prevent or minimize the effects of the contemplated action;
- (c) the service the Association will undertake after the lay-off;
- (d) the method of implementation including the areas of cut-back and employee(s) to be laid off;
- (e) ways in which the Association and the Union can assist employees to **find** alternate employment.

15.03 Job Security

No employee shall be laid off as a result of contracting out of work or services.

15.04 Displacement

In the event of a reduction in the number of employees within a seniority group as defined in Article 14, lay-off of staff shall be based on the following provisions:

- (a) probationary employees performing the work in question shall be the first to be laid off;
- (b) permanent employees who are subject to lay-off shall have the right to either:
 - (i) accept the lay-off and be placed on recall as outlined in Article 15.07;
 - (ii) displace the employee with the least seniority within their classification or another classification within the seniority group, who has not received a lay-off notice, subject to having the skills and ability to perform the work required, and provided they will make a commitment to work the same proportion of time as the displaced employee. Intention to exercise this right must be declared within ten (10) days of notification of lay-off by the Association. Such employee so displaced shall be laid off, subject to his/her rights under this section.

15.05 An employee who displaces an employee in a lower paying classification, will be placed on the salary grid of the lower classification at the step which most closely resembles his/her current rate of pay.

15.06 Notice of Lay-off

In the event of lay-off, the Association will provide employees with no less than one (1) month's notice of lay-off. It being understood that the Association may, at its option, elect to give an employee pay in lieu of all or part of the notice period stipulated herein. Employees discharged for cause are not entitled to any notice. It is further understood and agreed that in no case shall the notice period be less than required by the Employment Standards Act.

15.07 Recall Rights

In the event of a subsequent increase in a seniority group, employees shall be recalled, subject to the provisions of Article 14.07 (c), in reverse order of lay-off, provided that the employees have the necessary qualifications and ability to perform the available work.

Notwithstanding the foregoing, it is recognized that some social workers and/or counselling staff may be assigned to service clients through a formal service agreement with a third party, and it is recognized that the "acceptability" of the social worker and/or counsellor to the third party shall be another criterion to be considered and will override all other criteria as set out above.

In such circumstance(s), the parties will meet through the Union/Association Committee within five (5) working days of the decision. The Association shall provide evidence of the need to invoke this criterion, taking into account the needs of the Association and the necessity to provide fair treatment for bargaining unit members. The parties agree to meet within the intent of Article 6.02, however, it is understood that if the Union cannot agree with the rationale provided by the Association, the Union or its members, retain the right to file a grievance under these circumstances.

An employee recalled and reinstated to his/her former position shall receive the appropriate rate of pay for that position at the time of recall. Any employee recalled and reinstated to any other position will receive the appropriate rate of pay for such position at the time of recall.

- 15.08** The Association agrees, in the event of lay-off, that an employee so affected may continue medical coverage for a period as outlined in Article 14.07 (c) (subject to the terms of the plan and the approval of the insurance carrier) provided s/he pay the Association the full premium costs of such participation not later than the twenty-fifth (25th) day of the month prior to the month in which the payment becomes due. If such payment is not made as aforesaid, the employee's participation in these plans shall be terminated forthwith.

ARTICLE 16 - SICK LEAVE

- 16.01** An employee who is unable to work due to legitimate personal illness shall be entitled to sick leave with pay during the period of his/her inability to work. Notwithstanding the above, an employee may take up to six (6) days per fiscal year (pro-rated to time worked) to care for his/her ill/physically dependent family member. The combined total of sick leave taken for personal illness and care of an ill/physically dependent family member shall not exceed unused accumulated sick leave credits pursuant to the terms of this article. This article applies equally to family members of a same sex partner.

- 16.02** Sick leave credits shall accumulate for each employee on the basis of hours worked, in accordance with the formula set out in Schedule VIII which is attached to and forms a part of this Collective Agreement. Sick leave credits for an employee employed on a full work week basis, may be accumulated to a maximum of 840 hours, provided that accumulation of sick leave credits shall cease in the following cases:

- (i) where an employee who is away from work due to illness or injury and has used all of his/her sick leave up,
- (ii) where an employee who is on sick leave for more than thirty (30) consecutive days,

- (iii) where an employee is absent from work on pregnancy/parental leave or a leave of absence.

Employees who are employed for less than a full work week shall accumulate sick leave credits on a pro rata basis, such that accumulation of credits and total credits which may be accumulated are based on the proportion of the full work week the employee is normally scheduled to work.

- 16.03** An employee must notify his/her manager immediately when it is necessary to be absent due to illness. The Association may require an employee who requests sick leave to produce a doctor's certificate if such sick leave continues for more than five (5) days, and in the event the illness continues beyond one (1) week, at such times as the Association may require.

The Association may require further the production of a doctor's certificate in the case of frequent absences due to personal illness.

- 16.04** There shall be no financial conversion of unused sick leave credits.

16.05 Worker's Compensation

In the event the employee is approved for Workers' Compensation benefits, the employee may choose to receive WCB payments directly or the Association shall provide to the employee his/her full salary and the benefits received by the employee from Workers' Compensation shall accrue to the Association for the duration of the absence.

- 16.06** If an employee on authorized vacation or leave of absence is unable to return to employment when scheduled to do so because of illness or injury, such employee will be entitled to use any accumulated and unused sick leave standing to his/her credit provided that the employee produces a medical certificate establishing such illness or injury to the satisfaction of the Association, if the Association so requires.

- 16.07** If an employee is laid off for whatever reason and returns to work, s/he shall not receive sick leave credits for the period of such absence. The number of days an employee is absent on account of illness or accident shall be deducted from the employee's sick leave credits.

- 16.08** Each employee shall be advised once a year, by May 1st, of the amount of sick leave accrued to his/her credit as of March 31st of that year.

ARTICLE 17 - BENEFITS

17.01 Major Medical Insurance

The Association shall contribute, during the term of this Collective Agreement, 100% of the billed premiums towards coverage of employees regularly scheduled to work 6/10 or more of a full work week under the OPSEU/Maritime Life Trusteed Benefit Plan, subject to the terms and conditions of the plan, provided that an employee who is covered elsewhere may be exempted hereunder in which case the Association shall not be obliged to contribute any premium payments towards coverage of that employee.

17.02 Group Life Insurance

The Association shall contribute, during the term of this Agreement, 100% of the billed premium towards coverage of employees regularly scheduled to work 6/10 or more of a full work week under the current Group Life Insurance Plan, to provide for term insurance coverage of one times salary on the life of the employee after the requisite waiting period and subject to the terms and conditions of the Plan. Employees, at their option, may participate in such additional coverage as is provided for by the Plan, provided that such employees pay 100% of the premium costs of the additional coverage through payroll deduction.

17.03 Pension Plan

The Association shall continue to participate in the existing Family Service Association Pension Plan, which provides for both contributory and non-contributory membership, for employees, subject to the terms and conditions of the Plan; it being understood that employees, when required by the terms and conditions of the Plan, shall become members of the Plan and their required contributions shall be made by way of payroll deduction.

17.04 Benefit Coverage during Absence

The Association shall not be obliged to contribute any premiums in connection with an employee who is absent on approved leave of absence for more than one month; except for pregnancy and/or parental leave; however, such employee may continue benefits coverage during the duration of the leave period subject to the terms of the plan and the approval of the insurance carrier provided that s/he pays the Association the full premium costs of such participation no later than the twenty-fifth day of the month prior to the month in which the payment becomes due. If such payment is not made, as aforesaid, the employee's participation in these plans shall be terminated forthwith.

17.05 The Association shall not be obliged to contribute any premiums in connection with an employee who is laid off; however, such employee may continue medical coverage for up to three months following his/her layoff, provided s/he pays the Association the full premium costs of such participation not later than the twenty-fifth day of the month prior to the month in which the payment becomes due. If such payment is not made, as aforesaid, the employee's participation in these plans shall be terminated forthwith.

17.06 Dental Plan

Effective July 1, 1995, the Association shall contribute, seventy-five percent (75%) of the billed premiums towards the coverage of employees regularly scheduled to work 6/10 or more of a full work week under a Dental Plan which provides for benefits as set out in this Article of the Collective Agreement, subject to the terms and conditions of the plan and subject to the deduction of the remaining twenty-five percent (25%) of the premium from the employee's salary.

It is understood, however, that an employee with similar or better coverage elsewhere may claim exemption, in which case the Association is not obliged to make any contribution in connection with such employee.

1. General Terms and Conditions

As of Sept. 1, 1999, the ODA Suggested Fee Guide will be at the previous year ODA reimbursement rates, and for each year thereafter.

Reimbursement Percentage:

1.1	100%
1.2, 1.3, 1.4, 1.5, 1.6 and 1.7	80%
1.8 and 1.9	50%

Annual Maximum Benefit per each eligible person or dependant covered by the plan under 1.1 to 1.7 - \$2,000.00.

Annual Maximum Benefit per each eligible person or dependent covered by the Plan under 1.8 and 1.9 - to a lifetime maximum of \$2,000.00.

It is understood that "dependants" are eligible as defined by the insurance carrier.

2. **Covered Expenses:**

Shall be based on the current insurance contract.

17.07 Vision Care

Effective July 1, 1995, the Association shall contribute, during the term of this Agreement, seventy percent (70%) of the billed premiums towards the coverage of employees regularly scheduled to work 6/10 or more of a full work week under a Vision Care Plan, which shall have a maximum reimbursement rate, effective July 1, 1995, of \$250.00 per person in any twenty-four (24) month period (or twelve (12) month period for covered individuals under twenty-five (25) years of age), subject to the deduction of the remaining thirty percent (30%) of the premium from the employee's salary. It is understood, however, that an employee with similar or better coverage elsewhere may claim exemption, in which case the Association is not obliged to make any contribution in connection with such employee.

17.08 Long Term Disability

Eligible employees regularly scheduled to work 7/10 or more of a full work week will participate in the L.T.D. coverage provided by the current carrier. It is further understood that the employees are responsible to pay 100% of billed premiums and that such premiums shall be paid by way of payroll deduction.

17.09 Part– Time Benefits

Employees who are regularly scheduled to work less than twenty-one (21) hours per week and who have their hours of work temporarily increased to twenty-one (21) hours or more per week for a period of **six** (6) months or longer, shall be offered the opportunity to enroll in the benefit plans as described above or alternatively they may decline coverage entirely.

17.10 Employees who are regularly scheduled to work less than twenty-one (21) hours per week, shall be offered the opportunity to enroll in the Association's "Individual Benefit Program", subject to the terms and conditions of the plan. The premiums for the "Individual Benefit Program" are 100% employee paid.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 All requests for leaves of absence, including compassionate grounds and education leave and other than for bereavement leave or illness, shall be made in writing, setting out the reasons for the request and submitted to the employee's

manager for approval not later than seven (7) days prior to the requested date of leave. The Association, at its discretion, may grant such leave, with or without pay.

Notwithstanding the foregoing, the employee's Manager may grant leave of absence for medical or dental appointments including personal emergencies and/or family illness following a verbal request by an employee which shall be as far in advance as possible. Such request for time off shall not be unreasonably denied. Employees may use compensating time, sick leave, vacation credits, bonus time or may make up the time off at a time mutually agreeable to the employee and the manager.

18.02 Bereavement Leave

In the event of a death in the immediate family, an employee covered by this Agreement may be granted a leave of absence of up to five (5) consecutive days without **loss** of pay from the regularly scheduled work in order to attend at or make arrangements for the funeral.

Additional leave with or without pay may be granted at the discretion of the Association. For the purposes of this Agreement, immediate shall mean parents, **son**, daughter, spouse, common-law, same sex partner, brother, sister or parents-in-law, grandchild.

In the case of the death of a brother-in-law, sister-in-law, grandparents, ward, former guardian, aunt or uncle, niece, nephew, the employee shall be granted one day's leave of absence without **loss** of pay for the day of the funeral.

18.03 Leave for Union Activities

The Association, on receiving two (2) weeks' notice in writing from the Union, will grant leave of absence without pay but with no **loss** of credits to not more than two (2) employees at any one time to attend Union conventions or conferences. Such leaves inclusively shall not exceed an accumulated total of ten (10) days per year and shall be permitted only if the operations of the Employer permit.

18.04 Union Executive Leave

- (i) Upon request of the Union, confirmed in writing, and provided that reasonable notice is given, leave-of-absence with no loss of pay and with no loss of credits may be granted to an employee elected as an Executive Board Member and Executive Officer of the Union, for the purpose of conducting the internal business affairs of the Union. Such request will be made with respect to no more than one (1) employee at a time. It is

understood that the Association in considering such requests will take into account the operational needs of the Association.

- (ii) The Union will reimburse the Association for salary and for salary related benefit costs (e.g. U.I.C., C.P.P., O.H.I.P., insurance benefit premium payments, pension contributions) paid to or in respect of an Executive Board member and Executive Officer granted leave under this Article.

18.05 Jury Duty

An employee called for jury duty shall suffer no loss in pay with respect to regularly scheduled working hours on days when the employee is required to serve jury duty provided that the employee furnishes the Association with a Certificate of Service signed by the Clerk of the Court showing the amount of any jury fee received and providing such fee is turned over to the Association.

18.06 Prepaid Leave Plan

The Prepaid Leave Plan (PLP) is a plan developed to afford bargaining unit employees the opportunity to take a maximum one (1) year leave-of-absence and to finance the leave through deferral of salary in an appropriate amount from the previous years, as outlined in the deferral period chosen. Such deferred salary is to be accumulated and together with interest to be paid out during the period of leave.

18.07 Application

Employees must make written application to the Executive Director, requesting permission to participate in the PLP and setting out the deferral program requested.

18.08 Approval

Written acceptance or denial with explanation, **will** be forwarded to the applicant within thirty (30) days of receipt of the application.

18.09 Deferral Plans

The following shall constitute the PLP's available:

- (i) *two* (2) years' deferral of one-third of annual salary in each year, followed by one (1) year of leave;
- (ii) three years' deferral on one-quarter of annual salary in each year, followed by one (1) **year** of leave;

- (iii) four years' deferral of one-fifth of annual salary in each year, followed by one (1) year of leave;
- (iv) five years' deferral of one-sixth of annual salary in each year, followed by one (1) year of leave.
- (v) any other arrangement which may be mutually agreed to by the parties.

18.10 Written Agreement

Following Association approval, the employee and the Association shall enter into a written agreement setting out the terms of the PLP agreed to, in compliance with the conditions herein.

18.11 Selection of Carrier

To be agreed upon by the Association and the Union.

Terms and Conditions

The payment of salary and benefits during the deferral period and the period of leave shall be as follows:

- (i) In each year of the PLP preceding the period of leave, the employee will be paid a reduced percentage (in accordance with the PLP chosen by the employee from Article 18.09) of the annual salary. The remaining percentage of the annual salary and applicable allowances will be deferred, and this accumulated amount plus any interest earned shall be retained for the participant by the "plan manager" to finance the employee's year of leave.
- (ii) **Interest Rate**
A statement of the amount standing to the participant's credit will be sent to the participant by the "plan manager" yearly on the anniversary of their entry into the plan.
- (iii) **Benefits Structuring**
During the years of PLP prior to the period of leave, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had the employee not been in the PLP.
- (iv) **Premium Cost**
A participant's coverage for Life Insurance, LTD, Extended Health, Dental Plan and/or Pension Plan in effect immediately prior to the leave will be

maintained during the leave of absence at the employee's option, if eligibility conditions permit.

(v) **Vacation, Holidays and Sick Leave**

During the period of leave, the employee shall not receive paid vacations or holidays as provided for in this Agreement; however, during the year preceding and the year following the leave, the employee will receive full vacation and holidays in accordance with this Agreement as if employment had been continuous and not interrupted by the period of leave.

(vi) **Seniority**

During the period of leave, seniority shall accumulate for the entire period of the leave.

(vii) **Payout**

At the commencement of the period of leave, the Association shall pay to the participant, the monies standing to the employee's credit.

18.12 Assignment on Return

On return from leave, a participant will be assigned to the same position or to one of comparable value. If lay-off or displacement provisions have been applied during the leave period, the employee will be governed by the terms of Article 15 - Layoff and Recall. In determining the salary level applicable, the period of leave shall qualify for salary increment purposes.

18.13 Withdrawal Rights

In the case of extenuating circumstances and by mutual agreement (which shall not be unreasonably withheld) a participant may withdraw from the PLP any time up to six (6) months prior to the commencement of the leave. Anyone withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest moneys accrued to the date of withdrawal from the PLP. Payment shall be made as soon as possible but must be made within thirty (30) calendar days after withdrawal from the PLP.

18.14 Leave Deferral

In the event that an employee is unable to commence his/her leave at the agreed upon date, the leave may be deferred for a period agreed upon between the employee and the Association.

If a suitable replacement cannot be obtained for a participant who has been granted leave, the Association may, up to six (6) months prior to the commencement of the leave, defer the period of the leave.

In either instance, a participant may choose to remain in the PLP for a period not to exceed one (1) year, or receive payment as outlined in Article 18.12.

18.15 Interest Accumulation

Should Article 18.13 result in a leave of absence being taken later than the intended period, any monies accumulated until the intended commencement date will continue to accumulate interest until the leave of absence commences.

18.16 On Leaving Employment

Any participant who resigns, or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP, and shall receive payment as outlined in Article 18.12.

18.17 Death Clause

Should the participant die while enrolled in the PLP, any monies accumulated plus interest accrued at the date of death will be paid to the estate.

18.18 Income Tax

Upon approval from Revenue Canada that this income deferral scheme meets with their requirements, the amount of income tax to be deducted will be computed on the reduced salary of the employee.

ARTICLE 19 - PREGNANCY/PARENTAL LEAVE

- 19.01**
- (a) Pregnancy leave is a leave of absence without pay by reason of the employees pregnancy for a period of seventeen (17) weeks.
 - (b) Parental leave is a leave of absence without pay for a period of eighteen (18) weeks for:
 - (i) a natural parent;
 - (ii) a person with whom a child is placed for adoption;
 - (iii) a person who is in a relationship of some permanence with the parent of a child, including a same sex partner, and who intends to treat the child as his or her own.

19.02 An employee shall make every effort to provide one (1) month's written notice, but in any case, no less than *two* (2) weeks' notice of his/her intent to take pregnancy or parental leave. The leave of absence shall be in accordance with the provisions of the Employment Standards Act, as amended.

19.03 In order to qualify for a leave-of-absence under this Article, the employee requires thirteen (13) weeks of employment with the Employer.

19.04 Pregnancy or Parental Leave Supplementary Allowance

The Association will provide an employee with one hundred percent (100%) of his/her regular weekly earnings during the two (2) week waiting period for Employment Insurance Benefits for Pregnancy or Parental Leave.

19.05 For employees, other than probationary employees, seniority continues to accrue during pregnancy leave or parental leave.

19.06 While an employee is on pregnancy leave or parental leave, s/he shall continue to participate in each type of benefit plan, for which s/he is eligible to a maximum of thirty-five weeks of leave unless s/he elects in writing not to do so. The Association's contribution for these benefit plans unless the employee gives the Association a written notice that the employee does not intend to pay the employee's contributions where required.

19.07 Extended Parenting Leave

An extended leave of absence without pay, beyond that provided for in Article 19.01 (b), may be granted to an employee who is taking primary responsibility for child care up to a maximum of fifty-two (52) weeks including the pregnancy and/or parental leave taken. The extension must be taken immediately following the parental leave. The extension must be requested in writing at least one (1) month prior to the expiry of the parental leave taken under Article 19.01 (b). Employees on extended parenting leave shall not accrue seniority.

19.08 An employee returning from a leave-of-absence under Article 19.01 (a) or (b), shall be assigned to their former classification and be paid at the step in the salary range that the employee would have received had s/he been at work.

19.09 Parenting Partner Leave

An employee may be granted, upon request, up to five (5) days off without loss of pay or seniority credits for parenting partner leave, at the time of the birth or adoption of his/her child.

ARTICLE 20 -VACATIONS

- 20.01** April 1st of each year will be the anniversary date of each employee for the purposes of this article. Employees hired after April 1st shall be entitled to that portion of the full annual leave earned by them between the date of their employment and the following April 1st.
- 20.02** Employees shall be entitled to vacations as follows:
1. For the first five (5) years of employment, employees who are employed on a full work week basis shall be entitled to up to one hundred and forty (140) working hours annually which shall accumulate from the date of employment in accordance with the formula set out in Schedule V on the basis of active service. Employees who are employed for less than a full week shall be entitled to earn vacation on a pro rata basis.
 2. Commencing with the sixth (6th) year of employment, employees who are employed on a full work week basis, will be entitled to earn an additional seven (7) hours per year up to the completion of ten (10) years of service in accordance with the formula set out in Schedule V on the basis of active service. Employees who are employed for less than a full work week shall be entitled to and earn vacation on a pro rata basis.
- 20.03** During the first six calendar months of employment of any employee, vacation days must be earned before they are taken.
- 20.04** Vacation must be taken within the fiscal year in which it is accumulated. In exceptional circumstances only, employees may submit a request to the Executive Director, not later than December 1st, to carry forward vacation credits for use in the next fiscal year. Such requests will be limited to not more than seventy (70) hours in the case of full-time employees (to be pro-rated for part-time employees). Such requests will be considered based on: inability to take the time off due to illness, pregnancy, parental leave or extenuating circumstances. Such requests shall not be unreasonably denied.
- 20.05** Vacation requests shall be made, in writing by an employee to his/her manager and vacation should be scheduled by the Association having regard to the operational requirements of the Association and the following considerations:
- (a) In the case of conflicting vacation requests being submitted by two or more employees prior to April 1st for vacation to be taken during the twelve months following, preference in scheduling shall be given to the most senior employee.
 - (b) In the case of conflicting vacation requests as a result of submissions after April 1st, then preference in scheduling shall be given on a first come, first serve basis.

- 20.06** When a paid holiday, as defined in this Agreement, falls within an employee's vacation period, an extra day shall be added to the employee's vacation or may be taken as time off at some other mutually agreed time.
- 20.07** A statement of vacation credits stating accumulation, days used and balance remaining shall be issued to the employee on or before May 1st of each year.
- 20.08** Once annually, an employee may request in writing, to the Manager of Human Resources, at least two (2) weeks before the end of the pay period immediately preceding his/her first day of vacation, to receive vacation pay for the forthcoming vacation, in the pay period immediately preceding the vacation. In the event no such request is made, vacation pay will be paid with the regular pay period.
- 20.09** In determining the period of continuous service of employees on the active payroll for the purpose of vacation entitlement, active employment means actual attendance at the workplace or location as designated by the Association, and the performance of work, but includes absence from work for vacations and holidays, pregnancy and parental leave, or personal illness covered by sick credits.

ARTICLE 21 - HOLIDAYS

21.01 All employees shall be granted the following paid holidays without loss of their regular straight time rate of pay for that day:

- | | | | |
|----|----------------|----|------------------|
| 1. | New Year's Day | 6. | Labour Day |
| 2. | Good Friday | 7. | Thanksgiving Day |
| 3. | Victoria Day | 8. | Christmas Day |
| 4. | Canada Day | 9. | Boxing Day |
| 5. | Civic Holiday | | |

21.02 Paid Holidays -Compressed Work Week &/or Flexible Hours

It is understood and agreed that there is a need, from time to time within the full-time Bargaining Unit, to schedule hours of work other than the normal full work week (35 hours per week/7 hours per day). Employees regularly scheduled to work according to a) or b) below shall be compensated for the nine (9) paid holidays as stipulated in Article 21.01 of the Collective Agreement as follows:

- (a) Employees Working 10/10 Time - Compressed Work Week and/or Flexible Hours

Employees shall be entitled to seven (7) hours paid time on any paid holiday. Should the paid holiday fall on a day on which the employee is regularly scheduled to work more than seven (7) hours, the employee shall make up the extra time through arrangement with her/his manager. The time shall be made up within the two week period in which the paid holiday falls. The extra time to be made up shall be the difference between the regularly scheduled hours for that day and seven (7) hours.

Should the paid holiday fall on a day on which the employee is regularly scheduled to work less than seven (7) hours, the employee shall be awarded lieu time, the lieu time to be taken within the two week period in which the paid holiday falls. The lieu time awarded shall be the difference between seven (7) hours and the regularly scheduled hours for that day.

(b) Employees Working Less Than 10/10 Time

Employees shall be entitled to the proportion of seven (7) hours for each paid holiday calculated as follows: Total number of regularly scheduled hours per calendar week divided by five (5).

Should the paid holiday fall on a day on which the employee is regularly scheduled to work more than the number of hours calculated by the above formula, the employee shall make up the extra time through arrangements with her/his manager. The time shall be made up within the two week period in which the paid holiday falls. The extra time to be made up shall be the difference between the regularly scheduled hours for that day and the number of hours calculated by the above formula.

Should the paid holiday fall on a day on which the employee is regularly scheduled to work less than the number of hours calculated by the above formula, the employee shall be awarded lieu time, the lieu time to be taken within the two week period in which the paid holiday falls. The lieu time to be awarded shall be the difference between the number of hours calculated by the above formula and the regularly scheduled hours for that day.

Notwithstanding the above, should the paid holiday fall within a vacation period, or other approved absence, the employee will either make up the time or receive lieu time, upon his/her return to work.

For those employees whose regularly scheduled hours of work have been changed, the calculation for the paid holiday(s) will be according to the 'Guideline for Administration of Paid Holidays for Employees whose Hours of Work have been changed.' Which guideline will not be changed during the term of this agreement.

Employees regularly scheduled to work according to (a) or (b) above will be entitled to the additional scheduled days off (bonus days) as outlined

in Article 21.01 on a pro-rated basis according to the regular hours scheduled.

21.03 Employees scheduled to work on any of the above holidays may elect to receive either pay or lieu time off at a rate of one and one-half times (1½) their regular rate of pay for the hours worked.

21.04 Bonus Time

In addition to the paid holidays outlined in Article 21.01 there shall be two (2) additional bonus days off. Employees working less than a full work week shall accrue bonus days on a pro-rata basis.

Notwithstanding the foregoing, an employee hired in a calendar year shall be entitled to bonus days as follows:

- (a) if the employee was hired during the first quarter of the calendar year, the employee shall be entitled to the two additional scheduled days off;
- (b) an employee hired in the second quarter of the calendar year will be entitled to 1.5 additional scheduled days off;
- (c) an employee hired in the third quarter will be entitled to 1 additional scheduled day off;
- (d) An employee hired in the fourth quarter will be entitled to one half additional scheduled day off.

21.05 Religious Holidays

Employees who celebrate religious holidays other than those listed in Article 21.01 may use bonus time, lieu time, or vacation time for the necessary time off, provided that they give reasonable notice.

ARTICLE 22 - HOURS OF WORK

22.01 A full work week shall constitute at least thirty-five (35) hours per week exclusive of meal periods. The Association may assign to any employee a work week consisting of less than thirty-five (35) hours.

22.02 It is understood and agreed that this Article sets out the normal hours of work for employees covered by this Agreement and is intended only to provide a basis for calculating time worked and shall not constitute a guarantee of hours per day, nor days of work per week, nor working schedules.

22.03 Employees shall be entitled to an unpaid lunch period during each normal shift and shall be entitled to one fifteen (15) minute rest period for every three and one half (3½) hours in a day, worked.

22.04 Evening Hours

It is agreed that employees will be required to work one night per week where there is a service requirement of the Association. It is further agreed that if service requirements of the Association require an employee to work an additional evening in a week, the assignment of the extra evening will be filled on a voluntary basis. If additional evening assignments are required and cannot be filled on a voluntary basis, they will be assigned by rotation through the seniority list of the unit in reverse order of seniority.

ARTICLE 23 - OVERTIME

23.01 Authorized hours worked in excess of a scheduled work week as referred to in Article 22.01 shall be compensated for on the following basis:

- a) an employee shall be entitled to compensatory time off on an hour for hour basis for all hours worked in excess of a scheduled work week up to forty-four **(44)** hours per week;
- b) hours worked in excess of forty-four **(44)** hours per week shall be paid for at time and one-half the employee's regular straight time hourly rate.

Compensatory time off shall be granted within thirty (30) days of the day on which the excess hours were worked at a time mutually agreeable to the Association and to the employee. Where such time off cannot be scheduled within the thirty (30) day period referred to above, unless extended by agreement, the Association will pay for each hour worked in excess of thirty-five (35) per week but not exceeding forty-four **(44)** hours per week on a straight time basis.

ARTICLE 24 - WAGE RATES AND CLASSIFICATIONS

24.01 Wages for all classifications shall be paid according to Schedule III of this Agreement.

24.02 Employees who are assigned a less than full work week shall be compensated on a pro rata basis.

24.03 Increments are based on a minimum of one (1) full year of employment and may be given on anniversary dates based on performance satisfactory to the Association. Anniversary dates will be established on a quarterly basis (January

1st, April 1st, July 1st .and October 1st) with individual anniversary dates being recognized on the closest quarterly date.

It is understood, however, that an employee who is absent from work for a period of more than six months shall have his/her anniversary date adjusted except for a leave of absence for pregnancy or parental leave. The new anniversary date shall be the nearest quarterly date after the employee has completed twelve months of active service from the last anniversary date including any months of active service worked since the last anniversary date but before the period of absence began.

- 24.04** In the event an increment has been withheld as a result of unsatisfactory performance, the Association will conduct a second review of the employee's performance no later than three months following the anniversary date and if the employee's performance has improved to the Association's satisfaction, the increment shall take effect as of the date of the second review. This shall not alter the established anniversary date of the employee.

ARTICLE 25 - TRANSPORTATION

- 25.01** It is recognized that a number of employees covered by this Agreement are required as part of their normal duties and responsibilities to operate motor vehicles. Those employees so required to drive as part of their normal job duties shall hold valid driver's licences of the Class required.

- 25.02** Where an employee is authorized to use his/her own car on. approved Association business including driving to assigned duties away from his/her accustomed work location shall be paid a mileage allowance in the amount of thirty-two (32) cents per kilometre.

It is understood and agreed that employees using their personal cars on the Association's business shall maintain third party liability insurance in an amount not less than \$500,000.00.

- 25.03** Where there is a legitimate health and safety concern, and with a supervisor's approval, an employee who works until 9 p.m. or beyond, shall be reimbursed for taxi fare to a maximum of fifteen dollars (\$15.00) to a safe location of his/her choice. Approval for taxi fare shall not be unreasonably withheld.

ARTICLE 26 - PERSONNEL FILES

- 26.01** An employee who has completed his/her probationary period shall have access twice per year to his/her personnel file on at least one (1) days written notice, for

the purpose of reviewing any evaluation, formal disciplinary notations, and other documents contained therein.

- 26.02** When a period of eighteen (18) months has passed and no related disciplinary notation has been made against an employee's record, the past disciplinary record dated prior to the eighteen (18) months shall not be used by the Association against the employee in assessing any further disciplinary action.

ARTICLE 27 - RETIREMENT

- 27.01** It is understood that retirement shall normally occur at the end of the month in which an employee reaches his/her 65th birthday.

ARTICLE 28 - TECHNOLOGICAL CHANGE

- 28.01** The Association agrees to advise the Union as far in advance as is reasonably possible of any proposed technological change which would adversely impact upon the work normally performed by the bargaining unit. Further, the Association agrees to discuss with the Union the implementation of such technological change and practical measures to minimize the adverse effect upon those employees affected by such change.
- 28.02** The Association shall make every effort to ensure that no employee will be laid off because of the introduction of new or modified equipment and/or associated changes in methods of operation.
- 28.03** In the event the Association determines that major technological or organizational change requires an employee to undergo special training, the Association shall provide such training, as it deems necessary, at no cost to the employee with no loss of pay or benefits during the training period.

ARTICLE 29 - TRAINING

- 29.01** The Union and the Association recognize the value to the employer and the employees of broadening and deepening the knowledge and skills of employees. To support the goal of continuous learning among employees, the parties agree to create a training advisory committee.

The work of the advisory committee is intended to complement the existing responsibility of staff and supervisors to identify training needs and to implement training plans.

The committee shall be composed of six (6) members, three (3) appointed by the Union, three (3) appointed by the Association to include one (1) non-management excluded employee. The parties agree to make every effort to ensure that the committee shall be composed of a representative from support staff, program staff and administrative staff. The committee shall be mandated to advise the Association in the areas of training needs, staff development, implementation and evaluation of training programs for staff. The committee agrees to develop its' terms of reference no later than October 31st, 1999.

As part of its' role, the committee will advise on the development and implementation of events and processes designed to share knowledge and expertise across program boundaries.

The committee will be informed by emerging service needs in the community, new research on best practises, and technological changes as identified by agency planning processes.

ARTICLE 30 - DURATION OF AGREEMENT

30.01 This Agreement shall be deemed to be effective until March 31, 2002, and shall automatically continue in effect from year to year thereafter, unless either party gives to the other party notice in writing, within ninety (90) days prior to the expiry date of this Agreement of its desire to terminate or amend this Agreement.

DATED at Toronto, Ontario, this 26th day of JUNE, 2001.

FOR THE UNION:

S. Himanis
Charles L. Brown
L. [Signature]
Lynda Reach-Ferguson
Robert Field
[Signature]
Leah [Signature]

FOR THE ASSOCIATION:

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

SCHEDULE I - GROUP I – ADMINISTRATIVE/SUPPORT STAFF

Salary Grade 3	<ul style="list-style-type: none">• information Receptionist• Information System Operator• Volunteer Resources Assistant• Secretary, Communications/Social Action
Salary Grade 4	<ul style="list-style-type: none">• Accounts Payable Clerk• Administrative Coordinator• Community Services Secretary• Maintenance Person• Secretary, Case Management Unit• Secretary I, Employee Assistance Program• Secretary, Senior Support Services
Salary Grade 5	<ul style="list-style-type: none">• Accounting Clerk• Secretary/Intake Administrator, Seniors• Secretary/Office Supervisor, Families in Transition• Senior Secretary, Employee Assistance Program• Service Access Worker• Administrative Assistant to Divisional Directors
Salary Grade 6	<ul style="list-style-type: none">• Team Leader, Service Access Unit
Salary Grade 7	<ul style="list-style-type: none">• Programmer/Analyst• Network Administrator• System Administrator
Salary Grade 8	<ul style="list-style-type: none">• Coordinator Volunteer Resources• Communications Program Manager
Salary Grade 10	<ul style="list-style-type: none">• Information Systems Team Leader

SCHEDULE II - GROUP II - SOCIAL WORK AND COUNSELLING STAFF

Salary Grade 5

- Intake Support Worker, NEXT STEPS

Salary Grade 7

- Adult Protective Service Worker
- Coordinator, Seniors/Family Wellness
- Family Support Worker
- Volunteer Grandparent Program Coordinator
- Community Resource Facilitator
- Network Facilitator

Salary Grade 8

- Coordinator, Growing Up Healthy Downtown
- Community Worker
- Employee Assistance Counsellor
- Family Violence/Community & Social Support Worker
- Intake Counsellor, Employee Assistance Programs
- Lead Coordinator, Multicultural Access, PCS
- Social Worker II/Family Counsellor
- Social Worker II/Senior Support Services
- Lesbian/Gay Community Counsellor
- HIV/AIDS Counsellor

Salary Grade 9

- E.A.P. Program Manager
- Team Leader, Next Steps
- Team Leader, Violence Against Women

Salary Grade 10

- Coordinator, Mandated Abuse Program

SCHEDULE III - September 1, 1999 – March 31, 2000

SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2	\$22,875	\$23,746	\$24,620	\$25,489	\$26,360	\$27,234	\$28,110
3	\$25,085	\$26,041	\$26,993	\$27,948	\$28,905	\$29,867	\$30,830
4	\$27,503	\$28,556	\$29,608	\$30,660	\$31,709	\$32,764	\$33,819
5	\$30,179	\$31,334	\$32,488	\$33,645	\$34,802	\$35,962	\$37,125
6	\$33,103	\$34,380	\$35,652	\$36,925	\$38,197	\$39,475	\$40,753
7	\$36,334	\$37,733	\$39,131	\$40,529	\$41,929	\$43,331	\$44,735
8	\$39,881	\$41,419	\$42,958	\$44,495	\$46,034	\$47,576	\$49,120
9	\$43,782	\$45,476	\$47,167	\$48,858	\$50,554	\$52,249	\$53,944
10	\$48,069	\$49,934	\$51,796	\$53,659	\$55,523	\$57,385	\$59,248

SCHEDULE IV- April 1, 2000 – March 31, 2001

SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2	\$23,333	\$24,221	\$25,112	\$25,999	\$26,887	\$27,779	\$28,672
3	\$25,587	\$26,562	\$27,533	\$28,507	\$29,483	\$30,464	\$31,447
4	\$28,053	\$29,127	\$30,200	\$31,273	\$32,343	\$33,419	\$34,495
5	\$30,783	\$31,961	\$33,138	\$34,318	\$35,498	\$36,681	\$37,868
6	\$33,765	\$35,068	\$36,365	\$37,664	\$38,961	\$40,265	\$41,568
7	\$37,061	\$38,488	\$39,914	\$41,340	\$42,768	\$44,198	\$45,630
8	\$40,679	\$42,247	\$43,817	\$45,385	\$46,955	\$48,528	\$50,102
9	\$44,658	\$46,386	\$48,110	\$49,835	\$51,565	\$53,294	\$55,023
10	\$49,030	\$50,933	\$52,832	\$54,732	\$56,633	\$58,533	\$60,433

SCHEDULE V - April 1, 2001 – March 31, 2002

SALARY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2	\$23,916	\$24,827	\$25,740	\$26,649	27,559	\$28,473	\$29,389
3	\$26,227	\$27,226	\$28,221	\$29,220	\$30,220	\$31,226	\$32,233
4	\$28,754	\$29,855	\$30,955	\$32,055	\$33,152	\$34,254	\$35,357
5	\$31,553	\$32,760	\$33,966	\$35,176	\$36,385	\$37,598	\$38,815
6	\$34,609	\$35,945	\$37,274	\$38,606	\$39,935	\$41,272	\$42,607
7	\$37,988	\$39,450	\$40,912	\$42,374	\$43,837	\$45,303	\$46,771
8	\$41,696	\$43,303	\$44,912	\$46,520	\$48,129	\$49,741	\$51,355
9	\$45,774	\$47,546	\$49,313	\$51,081	\$52,854	\$54,626	\$56,399
10	\$50,256	\$52,206	\$54,153	\$56,100	\$58,049	\$59,996	\$61,944

SCHEDULE VI - ACCUMULATION TIMETABLE

Proportion of time		Seniority Credits		Sick Leave			
Per Day		Per Month		Per Month		Per Year	
Days	Hours	Days	Hours	Days	Hours	Days	Hours
0.1	0.7	2.18	15.26	0.15	1.05	1.8	12.6
0.2	1.4	4.35	30.45	0.3	2.1	3.6	25.2
0.3	2.1	6.53	45.71	0.45	3.15	5.4	37.8
0.4	2.8	8.7	60.9	0.6	4.2	7.2	50.4
0.5	3.5	10.88	76.16	0.75	5.25	9.0	63.0
0.6	4.2	13.05	91.35	0.9	6.3	10.8	75.6
0.7	4.9	15.23	106.61	1.05	7.35	12.6	88.2
0.8	5.6	17.40	121.8	1.2	8.4	14.4	100.8
0.9	6.3	21.75	137.06	1.35	9.45	16.2	113.4
1.0	7.0	21.75	152.25	1.50	10.5	18.0	126.0

- Pro-rata calculations have been made based upon the "Per Year" numbers.
- For table presentation purposes, numbers appearing in the "Per Month" columns have been rounded to 2 decimal points.

BARGAINING UNIT		
MAXIMUM ACCUMULATION OF SICK LEAVE		
	Days	Hours
0.1	12	84
0.2	24	168
0.3	36	252
0.4	48	335
0.5	60	420
0.6	72	504
0.7	84	588
0.8	96	672
0.9	108	756
1	120	840

Schedule VII - VACATION SCHEDULE

Proportion Of Time		All Staff up to and including 5 years				Anniversary Year Entitlement									
Per Day		Per Month		Per Year		6 th Year		7 th Year		8 th Year		9 th Year		10 th Year	
Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours	Days	Hours
0.1		0.17	1.17	2	14	2.1	14.7	2.2	15.4	2.3	16.1	2.4	16.8	2.5	17.5
0.2		0.33	2.33	4	28	4.2	29.4	4.4	30.8	4.6	32.2	4.8	33.6	5	35
0.3		0.5	3.5	6	42	6.3	44.1	6.6	46.2	6.9	48.3	7.2	50.4	7.5	52.5
0.4		0.67	4.67	8	56	8.4	58.8	8.8	61.6	9.2	64.4	9.6	67.2	10	70
0.5		0.83	5.83	10	70	10.5	73.5	11	77	11.5	80.5	12	84	12.5	87.5
0.6		1	7	12	84	12.6	88.2	13.2	92.4	13.8	96.6	14.4	100.8	15	105
0.7		1.17	8.17	14	98	14.7	102.9	15.4	107.8	16.1	112.7	16.8	117.6	17.5	122.5
0.8		1.33	9.33	16	112	16.8	117.6	17.6	123.2	18.4	128.8	19.2	134.4	20	140
0.9		1.5	10.5	18	126	18.9	132.3	19.8	138.6	20.7	144.9	21.6	151.2	22.5	157.5
1		1.67	11.67	20	140	21	147	22	154	23	161	24	168	25	175

- Pro-rata calculations have been made based upon the "Per Year" numbers.
- For table presentation purposes, numbers appearing in the "Per Month" columns have been rounded to 2 decimal points.

PART-TIME STAFF:		TIME TO BE WORKED			BONUS HOURS
PROPORTION OF FULL TIME	DAYS PER WEEK	HOURS WORKED PER WEEK	HOURS WORKED PER DAY		
.1	.5	3.5	.7	1.5	
.2	1.0	7.0	1.4	3.0	
.3	1.5	10.5	2.1	4.0	
.4	2.0	14.0	2.8	5.5	
.5	2.5	17.5	3.5	7.0	
.6	3.0	21.0	4.2	8.5	
.7	3.5	24.5	4.9	10.0	
.8	4.0	28.0	5.6	11.0	
.9	4.5	31.5	6.3	12.5	
1.0	5.0	35.0	7.0	14.0	

LETTER OF UNDERSTANDING - RE: TEMPORARY, CASUAL OR CONTRACT EMPLOYEES

It is recognized that, from time to time, the Association engages the services of temporary, casual or contract employees other than those currently excluded under Section 1.01 of the Collective Agreement to cover absences of regular staff due to vacations, illness, accident, leaves of absence, secondments or to perform special projects.

For purposes of clarity, the intermittent employment of persons as subs and relief shall not be covered by the provisions of the Collective Agreement. Where the employment of persons as subs and relief to cover absences of regular staff due to vacations, illness, accident, leaves of absence or secondment, or the employment of persons to perform special projects does not exceed six (6) continuous calendar months, they shall not be covered by the provisions of the Collective Agreement during that period. Subs and relief employed in excess of six (6) continuous calendar months and persons employed to perform special projects shall be covered by the provisions of the Collective Agreement except as provided hereafter:

- (a) Where such employment is less than one (1) year, such persons shall not accrue seniority for the purposes of layoff, recall or termination, and it being understood that such layoff, recall or termination is not subject to the grievance procedure.
- (b) Where such employment of such persons continues in excess of one (1) year, the Association agrees to credit them with actual seniority accrued during such temporary, casual or contract employment, providing they successfully complete a performance appraisal at such time, following which all of the provisions of Article 14 - Seniority shall apply. They shall be deemed to have completed their probationary period at this time.
- (c) Where such employment is more than six (6) months, they shall be eligible to participate in the life insurance, major medical, sick leave credits, and pension provisions or other benefits under the Collective Agreement.
- (d) Where such employment is less than one (1) year they shall not be entitled to vacation pay except in accordance with the provisions of the Employment Standards Act.
- (e) The Association shall not be required to pay the classification rates set out in Schedule III to such employees during their first year of employment and the employees shall be advised of their rate of pay at the time of their engagement. Should their continuous employment exceed one (1) year, then they shall be paid the classification rates in Schedule III, if applicable, providing they are performing the duties and responsibilities of any of the classifications set out therein.
- (f) Where a person has been employed in consequence of an extended pregnancy/parental leave or an extended sick leave, that person shall not be

covered by the provisions of the Collective Agreement during the period of his/her employment.

- (g) In unusual circumstances, with the written agreement of the Union, a person employed in consequence of a special project will not be covered by the provisions of the Collective Agreement during his/her employment.

The Association agrees to advise the Union on a monthly basis of the names and special conditions under which any persons referred to herein have been engaged.

NOTE: Where such employees bid on vacancies or pursuant to paragraph (b) come under all of the provisions of the Collective Agreement, the final determination of their actual seniority shall be the subject matter of discussions between the parties.

DATED at Toronto, Ontario, this 26th day of JUNE, 2001.

FOR THE UNION:

S. Heimaris
Joseph Gacari
L. [Signature]
Lynda Roach-Ferguson

FOR THE ASSOCIATION:

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING - SICK CREDITS AND VACATION CREDITS

1. Sick Leave Credits:

It is understood that an employee who is regularly scheduled to work less than a full work week is entitled to accumulate total sick leave credits on a pro rata basis such that the employee is entitled to accumulate sick leave credits not to exceed the same proportion of the total maximum sick leave credits (as defined in Article 16) which the employee's regularly scheduled hours is of the whole work week (as defined in Article 22). Where an employee's regularly scheduled work week is reduced, the total sick leave credits which may be accumulated by the employee shall be proportionately reduced. In the event the employee's regularly scheduled work week is increased, the total sick credits which she is allowed to accumulate shall increase proportionately.

2. Vacation Credits:

Similarly, it is understood that employees shall accumulate vacation credits on a pro rata basis such that the total vacation credits which may be accumulated by an employee is of the same proportion of the total credits otherwise provided for under Article 20, as is the employee's normally scheduled work week of the full work week as defined in Article 22.

In the event an employee's regularly scheduled work week is reduced, the total vacation credits which may be accumulated by the employee shall be proportionately reduced, however, the employee shall not forfeit such vacation credits which she had accumulated prior to the reduction, but she shall nevertheless be entitled to use up such credits as she has accumulated prior to the reduction and is otherwise entitled to utilize under Article 20.

Dated at Toronto, Ontario, this 26th day of JUNE, 2001.

FOR THE UNION:

S. Haimanis
Joseph J. Carraro
[Signature]
Lynda Roach-Ferguson

FOR THE ASSOCIATION:

[Signature]
P. J.
[Signature]

LETTER OF UNDERSTANDING - Re: Emergency After Hours. EAP Training Team, Domestic Violence Groups, Family Life, Education Programmes; Etc.

1. It is understood and agreed that employees who participate in the Emergency After Hours Service, the EAP Training Team, Domestic Violence Groups, and/or the Family Life Education Programmes shall not be subject to Article 14 - Seniority; Article 15 - Lay-off and Recall; Article 16 - Sick Leave; Article 20 - Vacations; Article 21 - Holidays; Article 22 - Hours of Work; Article 23 - Overtime; and Article 24 - Classifications and Wage Rates, nor shall such employees accrue any credits under the Collective Agreement for the purposes of their participation in the Emergency After Hours Service, the EAP Training Team, Domestic Violence Groups and/or Family Life Education Programmes, but the sole basis of the remuneration of such employees shall be as provided below.
2. Employees participating in the Family Life Education Programmes or the EAP Training Team, Emergency After Hours Service and/or the Domestic Violence Groups shall be paid such rate as may be fixed **by** the Association.
3. It is understood that Article 12 - Job Posting, shall not apply for the purposes of Emergency After Hours Service, Family Life Education Programmes, the EAP Training Team and/or the Domestic Violence Groups.
4. For the purpose of clarifying "Family Life Education Programmes", and "Domestic Violence Groups", it is understood that this letter does not apply to employees who are assigned group programmes as part of their regular duties and responsibilities.

Dated at Toronto, Ontario, this 26th day of JUNE, 2001.

FOR THE UNION:

S. Heimanis
Joseph Y. Scarri
[Signature]
Lynda Roach-Ferguson

FOR THE ASSOCIATION:

[Signature]
P. J.
[Signature]

LETTER OF UNDERSTANDING - RE: PENSION ADVISORY COMMITTEE

The Association and The Union agree to an ongoing pension advisory committee composed of one (1) bargaining unit member; one (1) representative of non-bargaining unit/non-management employees; one (1) member of management; one (1) OPSEU staff member who shall have no voting rights, and three (3) volunteers appointed by the Board of Directors, one (1) of whom shall serve as chairperson.

The committee will be mandated to review pension levels once every three (3) years, commencing in 1995, having regard to the results of the actuarial valuation. Following this review, recommendations regarding changes or amendments to the pension plan will be forwarded to the Manager, Human Resource Services, no later than October 1st of each year.

Dated at Toronto, Ontario, this 26th day of JUNE, 2001

FOR THE UNION:

S. Dimanis
Carol L. Carr
[Signature]
Lynda Roach-Ferguson

FOR THE ASSOCIATION:

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING - RE: EMPLOYEE ASSISTANCE PROGRAM

It is understood and agreed that the Association will provide an EAP Program to FSA employees and their immediate family at no cost to the employee. This program will be available during employment and for up to a three (3) month period from the last day worked, in the event of layoff.

- F.S.A. will provide up to a total of \$450.00 per annum for counselling services per employee and their immediate family members;

- FSA will contract with a third party service provider to:
 - a) provide telephone assessment, information and referral;
 - b) employee assistance service;
 - c) provide confidential reimbursement to employees as appropriate.

The Association agrees to annually conduct a confidential review of the service delivered by the third party provider and to take the necessary steps to ensure continuing quality service.

Dated at Toronto, Ontario, this 26th day of JUNE, 2001.

FOR THE UNION:

FOR THE ASSOCIATION:

S. Thymaris
Georgios Gecari
L. J. [Signature]
Lynda Road-Feig

[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

between

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
and its Local 594
and
FAMILY SERVICE ASSOCIATION OF TORONTO**

The parties recognize the value of volunteers in providing essential and complementary services within the Association which allows for meaningful community service. It is further recognized that there are appropriate roles for both paid workers and volunteers within the Association. The parties agree that:

- 1) volunteers will not be utilized for the purpose of eliminating or displacing bargaining unit positions;
- 2) volunteers will be provided with clear and adequate supervision and support (with a designated staff) and skills training as appropriate;
- 3) volunteer role descriptions outlining a clear understanding of expectations and time frames will be developed for each position;
- 4) there will be a recognized mechanism for the resolution of problems between paid workers and volunteers which the Volunteer Coordinator will ensure is in place no later than December 1, 1997;
- 5) volunteers will be utilized to augment programs;
- 6) twice yearly, the Volunteer Coordinator will be asked to provide an update and overview of volunteer placements through the Union/Association meetings.

This letter of understanding shall form **part** of the Collective Agreement.

Dated at Toronto, Ontario, this 26th day of JUNE 2001.

FOR THE UNION:

B. Heimann
Paul Moran
L. B. [Signature]
Lynda Roch-Ferguson

FOR THE ASSOCIATION:

[Signature]
R. [Signature]
[Signature]

APPENDIX "A"

Exclusions effective April 1, 2000

Administrative Assistant to the Executive Director
Administrative Assistant, Planning and Resource Development
Business Operations Manager
Director, Client Services
Director, Community Services
Director, Financial Services
Director, Marketing & Development
Director, Policy & Planning
Director, Social Action
Executive Director
Financial Analyst
Human Resources Officer I
Human Resources Officer II
Manager, Administrative Services
Manager, Case Management Unit
Manager, Counselling Services
Manager, Families in Transition
Manager, Family & Community Services
Manager, Human Resource Services
Manager, Illahee Lodge
Manager, Individualized Quality of Life Project
Manager, Partner Assault/Prevention/Development
Manager, Senior Support Services
National Program Manager, EAP
Payroll Administrator
President, EAP
Vice President, Business Development
Vice President, Clinical Services

All staff working outside of Toronto and any other new positions which become excluded during the time of the Agreement pursuant to Article I.

MEMORANDUM OF

between

Family Service Association of Toronto

and

**Ontario Public Service Employees Union
and its Local 594**

The parties agree that the following terms and conditions shall form the Internal Equity Plan/Job Evaluation Plan.

All elements of the Internal Equity Plan as attached to this Memorandum of Agreement.

2. The Internal Equity Plan will be a supplement to, and form, part of the Collective Agreement. All Bargaining Unit classification changes will be incorporated into the Collective Agreement.
3. The parties agree to maintain Internal Equity through an ongoing evaluation system as described in the Plan.
4. The parties recognize the separateness of Bargaining Unit and Excluded compensation systems. Accordingly, where an evaluated Bargaining Unit and Excluded score within the same band, the parties agree that the differential between Bargaining Unit and Excluded job rates will be no greater nor less than five percent (5%). Resulting internal equity adjustments will be made as required.
5. The parties recognize that from time to time marketplace salary demands may impinge upon the Internal Equity system. Managers may make application to the JJEC to review marketplace data on a specific classification. Where the JJEC is supportive of the salary anomaly a Letter of Agreement will be written and the classification and salary rate shall be established.
6. The parties agree that the Letter of Understanding, in the Collective Agreement, referencing Emergency After hours, Domestic Violence Groups, and Family Life Education Programs, will supersede this Agreement. Notwithstanding this statement, it is recognized that the salary grades evaluated for the current Contract Group Workers are deemed to be a marketplace anomaly and that the applicable rates for these positions fall under salary grade 8.

7. The parties agree that proposed revisions to this Plan shall be based on recommendations from the Joint Job Evaluation Committee and shall not be the subject of Collective Bargaining unless the Committee has first opportunity to consider and review such amendments, prior to notification by either party of the intent to bargain for renewal to the Collective Agreement.

Dated at Toronto, Ontario, this 26th day of JUNE, 2001.

FOR THE UNION:

S. Himmans
General Secretary
L. [Signature]
Lynda Roach - Ferguson

FOR THE ASSOCIATION:

[Signature]
P. [Signature]
[Signature]

APPENDIX "B"

Family Service Association of Toronto

INTERNAL EQUITY PLAN May 31, 1999

I INTRODUCTION

The Joint Job Evaluation Committee was originally convened in January 1991. The objective of this committee is to develop an **Internal Equity Plan** to achieve fair and equitable salaries for positions at FSA. In early 1998, the JJEC undertook a review and update of our job evaluation tool. The committee has re-evaluated all bargaining and excluded positions utilizing the updated questionnaire.

The JJEC consists of three (3) bargaining unit and three (3) management representatives who meet as required to evaluate any newly created or changed jobs, utilizing the gender-neutral job evaluation system which has been developed. The committee is responsible for ensuring the consistent application and the ongoing relevance of the job evaluation questionnaire. Two (2) members from each party constitute a quorum.

The representatives serve on the JJEC for a three (3) year term commencing June 1st. To allow for continuity, one third (1/3) of the membership from each party may be replaced at least once per year. However, where a representative is unable to fulfill the designated term, a replacement will be selected to serve the balance of the term.

The **Internal Equity Plan** has several components:

1. Job Evaluation and Rating Results
2. Conversion Process
3. Review Process
4. Maintenance

II JOB EVALUATION AND RATING

All positions shown (see Appendix I), were evaluated by the Committee utilizing gender neutral point factor Job Evaluation Questionnaires, and job descriptions. Employee and/or supervisory interviews were conducted on an as needed basis.

The duties and responsibilities of all positions were evaluated under the following factors:

SKILL	RESPONSIBILITY
Reading	Client Responsibility
Writing	Impact of Error
Oral Communication	Internal Service Responsibility
Education	Independence of Action
Experience	Innovation
Planning	Problem Solving
Equipment (Operation or Maintenance)	Financial Responsibility
Second Language	Supervision/Training
Numeric Skills	
Computer Knowledge	

EFFORT	WORKING CONDITIONS
Concentration of Effort	Working Conditions
Physical Effort	

Each factor and sub-factor were given a point value rating. Positions were then slotted into “bands” or salary grades according to the total point rating as shown below.

GRADES	POINTS
Grade 3	200-359
Grade 4	360-479
Grade 5	480-599
Grade 6	600-699
Grade 7	700-799
Grade 8	800-899
Grade 9	900-999
Grade 10	1,000-1,099
Grade 11	1,100-1,299

III CONVERSION PROCESS

In some instances, the present salary grade of the position differs from the evaluation results. Where this occurs, conversion from the former salary range to the appropriate salary range is required.

Conversion Steps

1. For employees whose positions are being **reclassified to a higher salary grade**, the following formula will be used:
 - a) The employees will be placed no less than one grade higher and 2 steps lower* than their current grade and step effective May 31, 1999.

Anniversary dates will not be amended.
 - b) Employees who are on step 1 or 2 prior to the reclassification, will be placed at step 1 of the new grade and will have their anniversary date amended to April 1, 2000.
2. Where a position is **reclassified to a lower salary grade**, the following process will be used:
 - a) The employee's current salary will not be reduced. Anniversary dates will not be amended.
 - b) The employee will be placed at a step on the revised grade which most closely reflects their current salary, providing it does not exceed the current salary or the maximum dollar value of the new range. The current salary will be red-circled until such time as the salary *is* in line with the appropriate dollar value of the revised salary grade and step. There will be no wage or merit increases for the employee while red-circled.

IV APPEAL PROCESS

1. If an employee (or supervisor) feels their position (or a position which they supervise) has been inappropriately evaluated, they may submit a written request for an appeal to the Joint Job Evaluation Committee (JJEC) via Human Resources Services. Appeals will be accepted until August 13, 1999.
2. The JJEC will provide a copy of the questionnaire as scored by the JJEC to the employee and/or the supervisor.
3. If the employee and/or supervisor wishes to proceed with the appeal, this can be done either in writing or by making a brief presentation to the JJEC, identifying the areas of disagreement.
4. All employees are entitled to representation at JJEC meetings if they wish.

5. The JJEC will hear appeals commencing in September 1999 and will make every reasonable effort to hear and render decisions on all appeals by October 31, 1999. Any changes which may result from this process will be implemented retroactively to May 31, 1999.
6. All decisions of the JJEC will be considered final.

V MAINTENANCE OF INTERNAL EQUITY

The parties agree to maintain internal equity based on the following parameters:

Process for Evaluating Newly Created Jobs

- a) The JJEC will make every effort to meet to evaluate all new or changed job descriptions within 30 days of being notified.
- b) The JJEC will make every reasonable effort to evaluate all newly created positions prior to posting. If this is not possible, this will be indicated in the job posting. A final job evaluation review will be conducted after the position has been filled for a six (6) month period. This review must be completed and any reclassification implemented effective the first day of the 6th month following appointment of the position.
- c) For positions that are **re-evaluated to a higher grade**, employees will be placed at a step on the revised grade which, is not less than, and most closely reflects their current salary.
- d) For positions that are **re-evaluated to a lower grade**, the current salary will be red-circled (no wage or merit increases) for a six month period. At the end of six months, employees will be placed at a step on the revised grade which most closely reflects their current salary, providing it does not exceed the current salary or the maximum dollar value of the new range.
- e) If an employee (or supervisor) feels their position (or a position which they supervise) has been inappropriately evaluated, they may submit a written request for an appeal to the JJEC via Human Resources Services within 30 days following the evaluation (refer to section IV Appeal Process 1-4). Any changes which may result will be implemented retroactively to the first day of the sixth (6th) month following appointment to the position.

Process for Evaluating Gradual Change in Job Duties

- a) When a Manager and an employee, after discussion, agree changes to job duties have occurred over time, the Manager will submit a revised Job Description to the JJEC via Human Resource Services within 30 days of their discussion.

If a revised job description is not submitted within this time limit, the employee will contact the Human Resource Services, who will ensure that a revised Job Description is completed within the next two (2) weeks.

- b) If there is a disagreement between an employee and her/his manager about the need to change the job description; the employee may request a review by the JJEC. Such requests must be submitted in writing to the JJEC, via Human Resource Services, with a copy to the manager, within thirty (30) days following the original discussion.
- c) If a position is classified at a higher grade, employees will be placed at a step on the revised grade which, is not less than, and most closely reflects their current salary retroactive to the date of the submission to the JJEC. Such positions will not be posted.
- d) For positions that are re-evaluated to a lower grade, the current salary will be red-circled (no wage or merit increases) for a six (6) month period. At the end of six (6) months, employees will be placed at a step on the revised grade which most closely reflects their current salary, providing it does not exceed the current salary or the maximum dollar value of the new range.
- e) If an employee (or supervisor) feels their position (or a position which they supervise) has been inappropriately evaluated, they may submit a written request for an appeal to the JJEC via Human Resources Services within 30 days following the evaluation (refer to section IV Appeal Process 1-4). Any changes which may result from this process will be implemented retroactively to the date of the submission.

Process for Evaluating Significant Changes to Job Assignments

- a) Prior to introducing significant changes to a position, the Manager will submit a revised job description to the JJEC via the Human Resources department.

- b)
 - i) the revised position is classified on the same grade, the new duties can be assigned.
 - ii) If the revised position is classified at a lower grade, the employee can **choose** to remain in the position, be red-circled (no wage or merit increases) for a six (6) month period and then be placed on the revised grade according to the guidelines specified in Article 13.02, ~~or~~ be laid-off and exercise their rights under Article 15 – Layoff and Recall.
 - iii) If the revised position is classified to a higher grade, the incumbent will be laid-off and the position will be posted. Any changes to compensation resulting from the evaluation will be implemented upon assignment of the new or revised duties. These positions will be re-evaluated at the end of the ~~six~~ (6) month period **as** outlined in Process for Evaluating Newly Created Positions.
 - iv) If an employee (or supervisor) feels their position (or a position which they supervise) has been inappropriately evaluated, they may submit a written request for **an** appeal to the JJEC via Human Resources Services within 30 days following the evaluation (refer to section IV Appeal Process 1-4).

APPENDIX 1

Job evaluation results (by salary grade in alphabetic sequence)*

SALARY GRADE 3

SALARY GRADE 4

Community Services Secretary
Client Services Secretary
Human Resources Officer I
Information Centre Operator
Secretary, EAP
Social Work Assistant
Volunteer Resources Assistant

SALARY GRADE 5

Accounts Payable Clerk
Accounting Clerk
Administrative Assistant
Administrative Coordinator
Client Support Associate, EAP
Maintenance Person
Secretary/Office Supervisor, FIT
Secretary, Social Action/Campaign 2000
Service Access Worker
Systems Coordinator, EAP

SALARY GRADE 6

Intake Support Worker, Next Steps
Marketing & Program Management Assistant, EAP
Payroll Administrator

SALARY GRADE 7

Caregiver Education Service Coordinator
Data Base Administrator
Human Resources Officer II

Marketing/Communications Program Manager
Network Administrator
Service Access Team Leader

SALARY GRADE 8

Assistant Accountant*
Community Action Worker
Community Resource Facilitator, IQOL
Community Support Worker
Coordinator, Campaign 2000
Coordinator, Growing Up Healthy Downtown
Coordinator, Victoria Health Centre
Family Support Worker
Family Violence Community Worker
HIV/AIDS Counsellor
Intake Counsellor
Lesbian/Gay Community Counsellor
Network Facilitator, IQOL
Social Worker II/Family Counsellor
Social Worker II/Senior Support Services
Volunteer Coordinator

SALARY GRADE 9

SALARY GRADE 10

Coordinator, MAP
EAP Program Manager
Team Leader, David Kelley Services
Team Leader, Information Systems
Team Leader, Next Steps
Team Leader, Violence Against Women

* Positions which do not appear in this listing are still under review.