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| No. OF EMPLOYEES | 210 | | |
| NOMBRE D'EMPLOYÉS | 210 | | |

Collective Agreement

between

Ontario Public Service Employees Union
and its Local 454
(SW/CYC)

and

The Children's Aid Society
of Ottawa-Carleton

Effective: April 01, 1996 to
December 31, 1999

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Society and its employees, **and** subject to the fulfilling of the objectives of the Society, to give service to the public in accordance with the Child & Family Services Act, 1984 as amended, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this Agreement to be the duty of the Society and its employees to cooperate fully, individually and collectively, for the advancement of the **said** aforementioned objectives.

ARTICLE 2 - RECOGNITION

- 2.01 The Children's Aid Society of Ottawa-Carleton recognizes the Union as the bargaining agent for all its employees regularly employed as defined in Article 13, save and except:
- i) Assistant Supervisors (subject to Schedule "G");
 - ii) persons above the rank of Assistant Supervisor;
 - iii) nurses employed in a nursing capacity;
 - iv) students employed during the school vacation period in any position;
 - v) persons engaged under a Government Program intended to create employment, or under a temporary grant program of twelve (12) months or less duration, except where Union membership is a condition of the Government funding;
 - vi) Employees covered under subsisting Collective Agreements,
- 2.02 The Society agrees to recognize the employees as Union Local 454, hereinafter called the "Local". All references to the Union, its officers and members, unless otherwise specified shall also refer to the Local, its officer and members.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 The Society and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of her activity or lack of activity in the Union.
- 3.02 The Society and the Union agree that there shall be no discrimination against any employee on the basis of any prohibitive ground under the Human Rights Code. For clarification, the prohibitive grounds are race, ancestry, place of origin, color, ethnic origin, citizenship, creed, gender, sexual orientation, age, record of offenses, ~~marital~~ status, family status or disability.
- 3.03 All references to the female gender in this Agreement shall read as applying to the male gender where the context would apply and vice versa.

ARTICLE 4 - RELATIONSHIP

- 4.01 Union membership shall be voluntary. The Society, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union.
- 4.02 It shall be a condition of continuing employment that all present and future employees shall pay union dues. The Society shall deduct from such employees any dues, initiations or assessments levied in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union each pay and forward the money so deducted to the Vice President/Treasurer at the Union's head office not later than the fifteenth (15) day of the month following, together with the names of employees added or deleted during that period. The Society shall indicate on T-4 slips the amount of union dues deducted in accordance with this Article.
- It is agreed that the current formula of union dues deducted will be applied to all retroactive wage increases which are part of this Agreement.
- 4.03 The Union must advise the Society in writing of the amount of its dues for employees covered by this Article. The amount so advised shall continue to be deducted until changes by a further written notice to the Employer signed by authorized officials of the Union.
- 4.04 The Union agrees to indemnify and save the Society harmless from any liability arising out of the operation of this Article.

- 4.05 It is understood and agreed to by the parties that any employee subject to Article 2, Clause 2.01, having indicated a religious belief that she would not pay dues to the Union, may if she chooses, apply under the Ontario Labour Relations Act to that Board for an exemption as set out in the Act.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union recognizes and acknowledges that the management of the Society's operations and direction of the employees *are fixed* exclusively in the Society and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Society to:
- a) maintain order and efficiency;
 - b) hire, promote, demote, classify, transfer, lay off, suspend and retire employees, and to discipline or discharge any employee provided that a claim by an employee who **has** acquired seniority that he has been discharged or otherwise disciplined without just **cause** may be the subject of a grievance and dealt with as hereinafter provided;
 - c) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that they are not inconsistent with this Agreement; and
 - d) determine the nature and **kind** of business conducted **by** the Society, the kinds and locations of operations, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the number of employees to be employed, the extension, limitations, curtailment or cessation of operations or any part thereof.
- 5.02 To determine **and** exercise all other functions and prerogatives which shall remain solely with the Society except as specifically limited by the express provisions of this Agreement. The rights reserved to management herein are subject to the other provisions of this Agreement, and shall be exercised in a manner that is fair, reasonable and consistent with the terms of the Agreement.

ARTICLE 6 - NO STRIKES, NO LOCKOUTS

- 6.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement there will be no strike, slowdown or stoppage of work, either complete or partial, and the Society agrees that there will be no lockout.

- 6.02 The Union recognizes the right of the Society to discharge or otherwise discipline employees taking part in such a strike, provided that a claim by an employee or employees that such participation was not factual or that such discharge or discipline was inappropriate shall be treated as a grievance under the discharge or discipline clause of this Agreement. The Society agrees not to indiscriminately administer such discipline in the light of facts as they appear at that time.
- 6.03 The Society agrees not to conduct a lockout or shutdown for anti-union purposes during the term of this Agreement. Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Society at Step 2 of the Grievance Procedure.
- 6.04 The Union agrees that it will not involve the Society, or any Society employee or employees who represent themselves as employees of the Society, in any dispute which may arise between any other employer and the employees of such other employer; and the Society agrees it will not similarly involve the Union.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 The Employer agrees to recognize in addition to the Executive Committee of Union Representatives and Shop Stewards, the following Joint Committees of employees for the respective purposes shown:
- a) Joint Consultation Committee
- i) The Joint Consultation Committee shall consider and attempt to resolve all problems of mutual concern with the object of promoting positive relations between the Society and employees. This Committee shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on matters of mutual interest. It is understood that this Committee shall have no power to alter, amend, add to or modify the terms of this Agreement, but nevertheless may *make* joint recommendations to the Society and the Union.
- ii) The Joint Consultation Committee shall be composed of up to six (6) representatives from the Union and up to ~~six~~ (6) representatives of the Society. The Committee shall meet at the request of either party at a mutually agreed time and place.

b) Joint Health and Safety Committee

- i) The Joint Health and Safety Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to maintain standards of health and safety in the Society in order to prevent accidents, injury and illness.
- ii) The Joint ~~Health~~ and Safety Committee shall be composed of two (2) members **named** by the Union and two (2) representatives of the Society. The Committee shall operate pursuant to the Occupational Health and Safety Act.

c) Negotiating Committee

- i) For the purpose of negotiating a renewal of the Collective Agreement, the Negotiating Committee shall consist of up to five (5) members of the Bargaining Unit.

7.02 All committee members and representatives shall have completed their probationary period.

7.03 For purposes of this Article, the Union shall **keep** the Society notified in writing of the names of current committee members, representatives, executive members and shop stewards. The Society shall not recognize any such committee members and representatives until it has been notified.

7.04 The Society undertakes to instruct all of its managerial employees to cooperate with committee members and representatives in carrying out the terms and requirements of this Agreement. Similarly, the Union undertakes to instruct all of its committee members, representatives and members to cooperate with the Society and with all persons representing the Society in a managerial capacity.

7.05 The Society will pay each employee who is on any of the committees in this Article, the employee's regular rate of pay for all regularly scheduled straight time lost while attending meetings with the Society **up** to conciliation.

7.06 The privilege of shop stewards to leave their work without loss of pay to attend to Union business shall be granted on the following conditions:

- i) The time shall be devoted to the prompt handling of grievances.
- ii) The shop steward concerned shall obtain permission from the immediate Supervisor or designate before leaving work, **and** such permission shall not be unreasonably withheld.

- iii) The Society reserves the right to limit such time if it deems the time taken excessive.

7.07 The Union and the employees will not engage in Union activities during working hours. The foregoing shall not apply to the processing of a grievance. The local will be allowed to hold meetings on the Society premises, provided such meetings are outside working hours and permission for such meetings is first obtained from the Executive Director. The Executive Director reserves the right to limit the use of said premises.

7.08 The Society agrees to acquaint new employees with the fact that a Union Agreement is in effect. The Society further agrees to provide new employees with a copy of the Collective Agreement and to provide the Union with the names of new employees within the Bargaining Unit. The Union shall be granted up to fifteen (15) minutes during the group orientation session as scheduled by the Society,

7.09 **Copies of the Agreement**

The Employer and the Union desire all parties to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason, the parties shall share equally the cost of printing and distribute sufficient copies of this Agreement to all parties.

ARTICLE 8 - DEFINITIONS

8.01 In this Agreement:

- a) "Employee" means a person who is a member of the Bargaining Unit.
- b) "Employer" means the Children's Aid Society of Ottawa-Carleton.
- c) "Regular Full Time Employee" is one whose position is included in the approved establishment and who works the hours prescribed in Article 11.
- d) "Regular ~~Part~~ Time Employee" is one whose position is included in the approved establishment and who works less than the normal hours per day and/or per week prescribed for a full time employee.
- e) "Casual Employee" is one who is not part of the approved establishment is paid on an hourly basis or on a schedule basis and works on an elect to work basis, varying hours or schedules as required to meet the operational needs of the Society. The maximum number of hours worked shall be governed by the Employment Standards Act.

- f) "Temporary Employee" may be full time or **part** time, hired into a position which is part of the approved establishment for a specific term and shall include, but not be limited to:
 - i) replace an employee on a leave of absence, absent due to illness or on LTD. The term shall not exceed the **period** of absence;
 - ii) fill a vacant position while a competition is being held;
 - iii) may be hired in a non establishment position on special assignment for a term not to exceed twelve (12) months.
- g) "Days" for part time employees shall be pro-rated in accordance with their **work** schedule.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definitions

- a) Grievance - In this procedure, a grievance is a complaint in writing alleging a violation regarding the application interpretation or administration of the Collective Agreement, including any question as to whether a matter is arbitrable.
- b) Days - For the purpose of this article means working days.

9.02 Presentation of Grievance

- a) An employee who wishes to submit at any prescribed level of the grievance procedure shall transmit the grievance through an authorized Union representative.
- b) The grievance shall specify the article or articles of which a violation is alleged, and indicate the relief sought. The grievance must be signed by the employee claiming to be aggrieved.

9.03 Authorized Representative

- a) An aggrieved employee may be represented by an authorized representative of the Union when the grievance is being discussed at any step of the grievance procedure.

- b) The Union shall notify the Society in writing of the names and areas jurisdiction of the representatives authorized by the Union to represent employees or the Union in presentation of grievances at each step **and** shall promptly notify the Society in writing of any changes to these names.
- c) The Society shall designate a representative at each level in the grievance procedure and shall inform the Union of the name and title of the person designated.

9.04 Complaint Stage

An employee may present an oral complaint at any time to her immediate Supervisor without resorting to the grievance procedure. Except where otherwise provided, it is understood that an employee has no grievance unless and until the matter is first discussed with the employee's immediate Supervisor.

9.05 Processing Grievances

- a) Step 1 - Submission of a written grievance to the Director of Human Resources.

Hearing

- The Society - Authorized Management representative
- The Union - Authorized Union representative

- b) Step 2 - Submission of the written grievance to the Director of Human Resources.

Hearing

- The Society - Authorized Management representative
- The Union - Authorized Union representative

9.06 Time Limits

- a) Step 1

- Union - The employee, through the Union, shall submit a written grievance to the Director of Human Resources within fifteen (15) days of the occurrence of the event which gave rise to the grievance.

- Society - The Society will provide a reply in writing within fifteen (15) days from the date the grievance was received.

b) Step 2

- Union - If the decision of the Society at Step 1 is not satisfactory, the employee, through the Union, may submit the grievance at Step 2 of the procedure and shall do so not later than fifteen (15) days from the date the reply is received or should have been received at Step 1.
- Society - The Society will provide a reply in writing within fifteen (15) days from the date the grievance was received at Step 2.

Time Limits - General

- c) Notwithstanding the Ontario Labour Relations Act, all time limits for grievances submitted under the grievance procedure shall be deemed to be mandatory. If at any step in the grievance or arbitration procedure (Article 10), the grievance has not been processed by the grievor or her agent in accordance with the time limits prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Society within the prescribed time limits, the grievance may be advanced to the next step by the grievor, within the time limits prescribed. Subject to these mandatory stipulations, time limits may be extended by mutual agreement of the parties, in writing.

9.07

Policy and Group Grievances

- a) It is understood that the Society may bring forward at any meeting held with the Union Executive Committee any complaint with respect to the conduct of officers, committee members or Union representatives and if such complaint by the Society is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Step 2 in the same way as a grievance of an employee.
- b) Similarly the Union shall have the right to process policy grievances which could not otherwise be processed by the individual employee.
- c) Policy grievances shall be submitted directly at Step 2 of the Grievance Procedure.
- d) On mutual agreement of the parties, grievances arising out of the same matter may be consolidated as a "group grievance",

9.08 Discharge and Suspension

- a) A claim by an employee who has successfully completed the probationary **period** that she has been discharged or suspended without just cause shall be treated as a grievance and submitted directly at Step 2 of the Grievance Procedure within ten (10) days after the former employee ceases working for the Society.
- b) Such grievance may be settled by mutual agreement at any time including after the release of the arbitration award by:
 - i) confirming **the** management's action in dismissing or suspending the employee; or
 - ii) reinstating the employee with full compensation for time lost; or
 - iii) any other arrangement which is just and equitable in the opinion of the conferring parties.

ARTICLE 10 - ARBITRATION PROCEDURE

10.01 Arbitration - General

- a) Both parties to this Agreement agree that any dispute or grievance which has been properly carried through all the steps of the Grievance Procedure outlined in Article 9, and which has not been settled, will, at the written request of either of the parties, be referred to the arbitration process, such request to be made within twenty (20) days of the final disposition of the grievance at Step 2.
- b) No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that board of arbitration.
- c) Days - For the purpose of this Article means working days.

10.02 Arbitration Process - Three Party Board

- a) Within twenty (20) days of the request by either party for a board, the other party shall notify the party requesting arbitration in writing of the name of its nominee. Should the other party fail to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration shall apply to the Minister of Labour within five (5) days requesting appointment of a nominee.

- b) The Board of arbitration will be composed of one (1) person appointed by the Society, one (1) person appointed by the Union and a third (3rd) person to act as chairperson selected by the other two (2) members of the Board.
- c) Should the person chosen by the Society to act on the board, and the person chosen by the Union fail to agree to a third person within twenty (20) days of the notification mentioned in Clause 10.02 a), within five (5) days thereof, the party wishing to further process the grievance shall apply to the Minister of Labour of the Province of Ontario to nominate a person to act as chairperson.
- d) For **purposes** of this Agreement, the decision of the majority is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs.
- e) The Board of arbitration shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions or any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

10.03

Arbitration Process - Sole Arbitrator

- a) By mutual agreement, and in writing, either **party** may refer an unsettled grievance to a sole arbitrator. The requesting party shall provide name(s) of suggested arbitrator. Within twenty (20) days of the request the receiving party shall respond either concurring with the suggested arbitrator or provide its choice of arbitrator. Within five (5) days of receipt of response, if the parties cannot agree on a choice of arbitrator, the party wishing to further process the grievance will **ask** the Minister of Labour of the Province of Ontario to nominate the arbitrator.
- b) The arbitrator shall not have any power to alter or change any of the provisions of this Agreement, or to substitute any new provisions of any existing provisions, nor to give decisions inconsistent with the terms and provisions of this Agreement.

10.04

Expedited Arbitration

As an alternative to the formal arbitration processes set out in Clauses 10.02 and 10.03, by mutual agreement of the parties a grievance may be referred to a previously agreed upon person who shall hear the grievance and who shall, at the conclusion of the hearing, give a decision without reasons. Such decisions may not be used to alter, modify or amend any part of the appropriate Collective Agreement, and are made without precedent or prejudice to similar or like cases. Such a decision shall be final and binding upon both parties and no further action may be taken on that grievance by any ~~means~~ whatsoever.

10.05 Arbitration Cost

Each of the parties to this Agreement will pay the expenses of the nominee appointed by it. The parties will jointly pay the expenses of the chairperson in a three party board, or the expenses of the sole arbitrator, or the fees of the person appointed for the expedited arbitration process.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 General

- a) The following **paragraphs** and sections are intended to define the normal hours of **work** and shall not be construed as a guarantee of hours of work per day or **per** week or of days of work per week.
- b) Society offices will be opened from 9:00 a.m. to 5:00 p.m. Monday to Friday inclusive. These hours may be varied at the discretion of the Executive Director.
- c) Any employee may be employed concurrently in more than one position including irregular positions, but shall be compensated separately for work performed in each position.
- d) It is understood and agreed that an employee who elects to perform work, including After Hours Service, shall not qualify for overtime compensation while performing such work.
- e) It is the intent of the parties that there shall be no split-shifts.

11.02 Hours of Work - Full Time Positions

- a) The normal work **week** for all full time positions shall be thirty-five (35) hours **per** week, exclusive of lunch break, Monday to Friday, comprised of five (**5**) seven (7) hour days. These hours, the number of hours per day and the **work** day may vary in accordance with the needs of the program.
- b) Employees in full time positions shall be allowed one (1) hour for lunch each day, which shall not be included in the normal hours of work and shall be unpaid.
- c) Employees in full time positions shall be allowed one (1) fifteen (15) minute break in the morning and afternoon of each normal day.

11.03 Overtime - Full Time Positions

- a) Except in cases of emergency, all overtime shall be authorized and approved in advance by the Supervisor. All emergency overtime shall be submitted to the Supervisor for approval within twenty-four (24) hours of occurrence.
- b) Any overtime worked by employees in full time positions over and above thirty-five (35) hours **per** week shall be **compensated** at the rate of (1) hour compensatory time for every hour worked up to forty-four (**44**) hours **per** week. Hours worked in excess of forty-four (**44**) hours **per** week shall be **paid** for at time and one-half (1½) of the employee's regular straight time hourly rate.
- c)
 - i) Compensatory time off shall be granted within ninety (90) days of the day on which the excess hours were worked at a time determined by the Society **and** satisfactory to the employee. Where such time off cannot be scheduled within the (90) day **period** referred to above, unless extended by agreement, the Society will pay for each hour worked in excess of thirty-five (35) hours but not exceeding forty-four (44) hours per week on a straight time basis.
 - ii) In scheduling compensatory time off, the Society will take into consideration the wishes of the employee, the amount of compensatory time standing to the employee's credit and the need to maintain proper service coverage.

11.04 Hours of Work and Overtime - Part-Time Positions

- a) The hours of work for all part-time positions and the scheduling thereof, shall be determined in accordance with the needs of the Society.
- b) **Part** time employees shall not work longer than five (5) continuous hours without a minimum of one-half (1/2) hour eating **period**. On a full day schedule basis **a part** time employee shall be allowed one (1) hour eating **period**. Eating **period** shall be without pay.
- c) Part time employees shall be allowed one (1) fifteen (15) minute break period after a minimum of 3 hours work, up to a maximum of two (2) fifteen (15) minute break periods per eight (8) hour shift.
- d) Overtime for part-time staff shall be compensated at the rate of time and one half (1½) the normal hourly rate for all hours worked in excess of forty-four (44) hours in a **week**.

- e) Except in cases of emergency, overtime shall be authorized and approved in advance by the Supervisor. All emergency overtime shall be submitted to the Supervisor for approval within twenty-four (24) hours of occurrence.

11.05 Hours of Work and Overtime - Casual Employees

- a) The hours of work for casual employees shall be based on operational needs.
- b) Overtime shall be compensated at the rate of time and one half (1½) the normal hourly rate for all hours worked in excess of forty-four (44) hours in a week. It is understood and agreed that "sleep over" time shall not be deemed to be time worked for purposes of overtime pay.
- c) Payment of two (2) hours at regular ~~rate~~ of pay for part-time child care shifts cancelled within twenty-four (24) hours of scheduled shift.
- d) Casual employees who are unable to report to work on any shift, shall advise their Supervisor at the earliest opportunity, prior to commencement of said shift.
- e) Changes in scheduling agreed upon between employees shall require the approval of the Supervisor, such approval shall not be unreasonably denied. This clause does not apply to After Hours Service workers.
- f) Casual employees shall not work longer than five (5) continuous hours without one-half (½) hour eating **period**. This eating **period** shall be without pay and if taken with the resident children shall be considered to meet the requirements of the Employment Standards Act.
- g) Casual employees shall be allowed one (1) fifteen (15) minute break **period** after a minimum of 3 hours work, up to a maximum of two (2) fifteen (15) minute break periods per eight (8) hour shift. Breaks shall be taken as the program permits.

11.06 After Hours Service - Casual Employees

- a) Persons providing After Hours Service shall cover the after-hour time periods of
 - i) 5:00 p.m. through 9:00 a.m. (4:30 p.m. to 8:30 a.m. Summer Hours) the following day, Monday to Thursday inclusive (week nights);

- ii) 5:00 p.m. Friday through 9:00 a.m. (4:30 p.m. to 8:30 a.m. Summer Hours), Monday (weekends);
 - iii) paid holiday coverage; and
 - iv) additional coverage outside the hours spelled out in i), ii) and iii) above when the Society closes operations due to special circumstances.
- b) The Society shall hire from outside the Bargaining Unit. In the event there are still insufficient numbers the Society shall appoint emergency duty coverage on an equal rotation basis from Social Workers within the Bargaining Unit.
 - c) Such appointments shall not **qualify** the appointee for overtime compensation while performing such After Hours Service work.
 - d) After Hours Service shall be compensated as outlined in Schedule "C".

11.07

Special Circumstances

- a) Overtime and compensation as defined throughout Article 11 above shall not apply for Out-of-Town Assignments or for Camping and Cottages circumstances. Compensation for these special circumstances shall be as follows:
 - i) Out-of-Town Assignments

Where an employee returns the same day, she shall be compensated to a maximum of sixteen (16) hours commencing and ending with the specified means of travel. For the days thereafter, the employee shall be compensated to a maximum of sixteen (16) hours commencing with the normal starting time and the termination of the specified means of travel where applicable. The foregoing shall not apply to employee(s) hired for out-of-town position(s).
 - ii) Camping and Cottages

Social Workers shall not be compensated for these circumstances, Child and Youth Counsellors at camping or cottages will be compensated at the rate of one (1) working day, seven (7) hours, off with pay for each cottage day, twenty-four (24) hours. Such time to be taken on either the week preceding or the week following the cottage period. The time at the cottage will be up to five (5) days maximum.

ARTICLE 12 - CLASSIFICATION AND SALARIES

- 12.01 Schedules "A" and "B" hereto attached headed "Classifications" and "Salary Scales" are hereby made part of this Agreement.
- 12.02 At the time of hiring, each new employee shall receive a letter stating her starting salary and classification according to Schedules "A" and "B" and a statement including a general description of the job for which she has been hired. Such description is not to be misconstrued as a job description and is not grievable. Failure to provide such a letter is grievable.
- 12.03 All monetary benefits to which a regular part-time employee would be otherwise entitled under the terms of this Agreement shall be prorated in the same ratio that the hours of **work** for the position are compared with the hours of work for a regular full-time position,
- 12.04 Any employee who is eligible for **and** received benefit coverage or pay in lieu thereof pursuant to the terms of this Collective Agreement shall not be eligible to simultaneously receive both benefit coverage and pay in lieu thereof pursuant to terms of one Collective Agreement while working under the terms of any other Collective Agreement.
- 12.05 Acting Pay
- a) An employee who temporarily relieves in, or performs the duties of, a higher paying position in the bargaining unit for more than fifteen (15) consecutive working days shall receive an increase of 10% of her salary rate in effect as of the commencement of the assignment. In the case of CYCs, the increase will be not less than the minimum rate of the position.
 - b) The assignment shall be made in writing.
 - c) This provision shall not be constructed as a guarantee or requirement that the Society shall make such assignment.

ARTICLE 13 - ANNUAL VACATION

13.01 New employees shall commence to accumulate annual leave credits from the date of appointment whether on probation or not, but no such employee shall be entitled to any leave until the completion of six (6) months service.

13.02 Annual Vacation - Advancement

- a) Employees are to be credited with their annual leave credits as of January 1 of each vacation year. Employees must have completed one full year of continuous service to be granted this credit.
- b) Notwithstanding the above, should an employee leave her employ, or have her employment terminated with the Society, the employee is only entitled to those annual leave days *earned* as of the termination date. As a result:
 - i) If the employee has *earned* more annual leave days than actual annual leave days taken, the Society shall reimburse the employee the difference.
 - ii) If the employee has taken more annual leave days than actual annual leave days earned, the employee shall reimburse the Society the difference, The Society may withhold the balance owing from the employee's last pay cheque(s).

13.03 Annual Vacation - Carryover

Vacation leave shall be taken in the calendar year in which it is *deemed* to be earned. In special circumstances, the Executive Director may grant permission to allow leave to accumulate for one (1) additional year.

13.04 Annual Vacation - Scheduling

- a) Vacation leave shall be granted at a time agreeable to both parties subject to the following order:
 - i) operational requirements;
 - ii) seniority.
- b) The Society shall post in individual units a list not later than March 1st on which employees will be *asked* to signify the times when they wish to take their vacations. Such choices shall be made not later than April 30th. The Society shall make every reasonable effort to give effect to the employee's choices provided such choices do not interfere with the efficient operations of the Society. The Society shall post the vacation list for each unit no later than May 31st.

- c) Unless permission has been granted under Clause 13.03, any employee, who by September 30th has not scheduled their yearly entitlement in the calendar year in which it is *earned*, shall take her leave by December 31st.

13.05 Annual Vacation - Entitlement

Annual leave shall accumulate on the following basis:

- After 1 full year of service - 15 days per year;
 After 3 full years of service - 20 days per year;
 After 10 full **years** of ~~service~~ - 25 days per year;
 After 25 full years of service - 30 days per year;

13.06 Annual Vacation - Bonus

One (1) extra week of vacation bonus will be granted to each employee in the year immediately following the completion of fifteen (15) years of service and in the year immediately following the completion of twenty (20) years of service.

13.07 Annual Vacation - General

- a) Vacation rates of pay for employees who leave their employ prior to the completion of **six** (6) months service, shall be dealt with in accordance with the provisions of the Employment Standards Act.
- b) Vacation credits will not be applied to cover a statutory holiday which falls on a regular scheduled work day.
- c) On retirement, an employee shall be entitled to the vacation **earned** to the date of retirement.
- d) Employees who are absent on leave without pay under Article 16, or who are on extended sick leave for a **period** of more than one (1) month's duration, shall not accumulate vacation credits during the ~~period~~ of leave. However, employees on extended sick leave shall, upon their return to work, have their vacation credited on a pro-rated basis based on months worked.
- e) Should an employee be on sick leave prior to a scheduled vacation period, and the illness extend into the vacation **period**, the employee shall be considered to be on sick leave until she returns to work when the vacation **period** will be rescheduled. Where more than three (3) days are being requested, rescheduling must be accompanied by medical evidence.

- f) Should an employee become confined under medical supervision due to illness or injury during her vacation period, it is her responsibility to notify her Supervisor immediately. If the employee so notifies her Supervisor, the employee shall be entitled to have those vacation days during which she was confined under medical supervision rescheduled, provided she presents a medical certificate from the attending physician, to her Supervisor on her return. The time of the confinement under medical supervision, whether during or beyond the vacation period, shall be considered as sick leave for purposes of Sick Leave Benefits.
- g) Vacation entitlement under Article 13.05 shall be pro-rated for regular part-time employees in the same ratio which their regular schedule bears to a full-time schedule.
- h) Vacation **pay** for casual employees shall be four percent (**4%**) of the wage of the employee to be calculated and paid on each pay.

ARTICLE 14 - PAID HOLIDAYS

14.01 Statutory Holidays

The following paid holidays, regardless of when they fall, will be granted with pay to all employees, and any new statutory holiday subject to negotiations declared to be a holiday by the Federal, Provincial or Municipal Government:

| | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |

14.02 Floater Days (Regular Employees Only)

- a) In addition to the above, full-time employees shall be given two (2) floater days at Christmas or New Year's. The scheduling of these two days shall be between December 1 and January 31 and shall be the responsibility of the Supervisor in accordance with the needs of the Society. Should the Society decide to close between Christmas and New Year's, it is understood that these floater days will be used at that time. The exception to taking the floater days within the above time frame will be extended to employees who wish to utilize these floaters to observe other religious holidays, with the approval of their Supervisor.
- b) Regular part-time employees who work less than 28 hours a week shall be entitled to one (1) floater day under clause 14.02 a).

- 14.03 In order to be entitled to payment for paid holidays, an employee must have worked her scheduled regular working day immediately preceding the holiday and her scheduled regular working day immediately following the holiday unless absent with permission of the Supervisor.
- 14.04 When an employee is required to work on a statutory holiday, she shall be granted compensatory time off at one and one-half (1½) times the hours worked. Compensatory leave shall be taken within ninety (90) days of the day on which it was *earned* and at a time determined by the Society **and** satisfactory to the employee. Where such time off cannot be scheduled within the ninety (90) day period, the Society will pay for the hours worked on the statutory holiday(s) at a rate of one and one-half (1½) of the employee's regular straight time hourly rate.
- 14.05 If any of the above holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay, at the option of the employer.

ARTICLE 15 - SICK LEAVE (Regular Employees Only)

15.01 Eligibility

- a) An employee is eligible for sick leave with pay when she is unable to perform any work because of illness or injury and provided that:
- i) the employee has not exhausted the benefits provided in this plan;
 - ii) the employee is not on other leave, with or without pay or under suspension;
 - iii) the employee is not eligible for benefits under Workplace Safety & Insurance Board or the Society's LTD insurance program.
- b) An employee who will be absent due to illness or injury shall inform her Supervisor as soon as possible on or before the first day of absence and for extended absence, at regular intervals thereafter as requested by the Supervisor.

- c) The Society may request medical evidence of inability to report to work for any absence of more than three (3) days' duration, or in any instance where an employee's absence for medical reasons exceeds the average for all employees of the Society on a monthly basis. Such evidence may be requested from the employee's own doctor. Where the employee's doctor fails to provide such **medical** evidence, or the evidence provided is not satisfactory to the Society, the Society may request that the employee's condition be reviewed by a doctor agreed upon between the Society and the employee.

15.02

Short Term Sick Leave

- a) Employees covered by this plan shall be entitled to sick leave at full pay (100%) according to the following schedule, subject to the conditions of 15.03 below:

| <u>Length of Service</u> | <u>Sick Leave Credits</u> |
|-------------------------------|---------------------------|
| up to 3 months | 1 day per month |
| 3 months to 1 year | 10 days per year |
| 1 year but less than 5 yrs. | 15 days per year |
| 5 years but less than 10 yrs. | 20 days per year |
| 10 years and over | 30 days per year |

- b) In addition to the above entitlement, employees with more than three (3) months service, shall receive pay at 66 2/3% of regular salary to a maximum of thirteen (13) weeks combined full and reduced pay for each occurrence.
- c) Regular part-time employees will be pro-rated in the same ratio which their normal work week bears to a normal full-time work week.
- d) An employee whose absence due to illness extends from the end of one calendar year into the subsequent year shall continue to be paid in accordance with her entitlement at the commencement of the absence. Upon the employee's return to work, the benefits of the new year shall be available.

15.03

Special Sick Leave

- a) In addition to the provisions for full pay under Clause 15.02, employees who were on staff as of December 7, 1988 shall receive the following special sick leave entitlement:
- i) all sick leave credits accumulated by employees to June 30, 1973 and still remaining to their credit as of December 7, 1988; and
 - ii) additional sick leave entitlement, based on length of continuous service as of December 7, 1988, shall be granted as follows:

| <u>Length of Service</u> | <u>Special Credits at 100% Pay</u> |
|-------------------------------|--|
| up to 1 yr. | 10 days |
| 1 year but less than 5 yrs. | 25 days |
| 5 years but less than 10 yrs. | 50 days |
| 10 years and over | 65 days |

- b) The total number of days calculated by adding the number of unused days remaining to each employee's credit under a) i) plus the special sick leave days provided in a) ii) may be used in the following manner:
- i) An employee who has exhausted the sick leave at full pay provided under the Short Term Sick Leave Plan shall use the special sick leave at full pay instead of the provision for 66 2/3% pay until the credits are exhausted, or the waiting period for LTD insurance protection has been met.
 - ii) An employee whose credits for full pay from all sources are exhausted before the LTD waiting **period** has been satisfied, shall be able to use the 66 2/3% pay provision of the Short Term **Sick Leave Plan** until the waiting **period** has been met.

15.04

Long Term Income Protection

- a) The Society agrees to maintain a Long Term Disability (LTD) Insurance Plan for all regular employees who work twenty-four (24) hours per week or more.
- b) Coverage commences immediately upon the commencement of eligible employment.

15.05 Denial - Disability Benefits

An employee whose application for LTD benefits is denied or whose LTD benefits are discontinued, shall not be eligible for further sick leave from the Society for the same illness.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Special Leave With Pay (Regular Employees Only)

- a) **Special leave** with pay may be granted **up** to a maximum total of six (6) days in a calendar year, shall be submitted on the leave form and approved **by** the Supervisor. Such leave shall be granted for the following reasons:
- i) Serious illness of a parent, child, spouse, or person with whom the employee is residing, until nursing help can be obtained. Normally, one (1) day will be sufficient for each instance.
 - ii) The employee's marriage - one (1) day.
 - iii) Marriage of the employee's child or step-child - one (1) day.
 - iv) Severe weather conditions (when public transportation is not operating) which prevent the employee from reaching work from their normal place of residence.
 - v) Moving of the employee's household (not to exceed one (1) day per year).
 - vi) Processing of Canadian Citizenship application (maximum of one (1) day).
 - vii) Personal emergency such as flood or fire in employee's home.
 - viii) Employees who are required to write examinations at the end of educational courses, the contents of which are beneficial to both the Society and the employee, shall be given time off with pay to complete such examinations.
- b) Other special circumstances may be considered for approval by the Executive Director or designate.

16.02

Special Leave Without Pay (Regular Employees Only)

- a) Special leave without pay may be granted with approval of the Executive Director or designate, to employees who have completed a minimum of one (1) year of continuous service, subject to the following conditions:
 - i) The leave must be for good and sufficient reason and be deemed to be of benefit to the Society and the employee. Leave shall not be granted for personal convenience, travel or job protection.
 - ii) Operational requirements as well as the employee's performance and reliability shall be taken into account in the granting of a leave of absence without pay.
 - iii) An employee on leave of absence without pay shall not hold other employment except with written approval from the Executive Director,
 - iv) Authorized leave of absence without pay shall be subject to operational needs and may be granted to an employee for up to a maximum of one (1) year during her employment with the Society. The Executive Director may review special circumstances.
 - v) Leave of absence without pay must be requested in writing at least three (3) months prior to the date of commencement of the leave.
 - vi) An employee will ensure her vacation entitlements are fully used before requesting time without pay.

16.03

Leave for Union Activities

- a) Leave of absence without pay may be granted to attend Union conventions or conferences provided, however, that such leave will not total more than twenty (20) working days per year, and no more than three (3) persons shall be granted leave at any one time, provided it does not interfere with the efficient operation of the Society. Such leave is not to be unreasonably withheld. Such request is to be given to the Executive Director at least ten (10) working days in advance.
- b) An employee who is elected as an Executive Board member or Executive Officer of the Union shall be granted leave of absence without pay, for the purpose of conducting the business affairs of the Union, unless such leave is for meetings with the Society. The above leave shall include reasonable travel time.

- c) An employee as in b) above shall provide to the employer a schedule which will contain as much detail as is available and also provide as much advance notice as possible of additional leave time required (normally by the end of the work day on Wednesday of the preceding week), so that the Society *can* determine operational implications.

16.04 Leave to Hold Public Office (Regular Employees Only)

- a) The Society recognizes the right of employees to participate in public affairs. Therefore, upon written request, the Society shall grant a leave of absence without loss of seniority, and without pay, so that employees may be candidates in a Federal, Provincial, or Municipal election. Such leave shall follow nomination of the candidate and shall terminate on election day.
- b) An employee who is elected to public office may be granted a leave of absence without loss of seniority and without pay for a **period** equal to one term of office.

16.05 Leave for Legal Obligation

- a) The Society shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court proceeding provided the employee is not a party, or one of the persons charged. The Society shall pay such an employee the difference between her normal earnings and the payments she received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.
- b) Time spent by an employee required to serve as a court witness in any matter arising out of her employment shall be considered as time worked at the appropriate rate of pay, provided that the legal proceeding does not arise from any dispute between the Society and the Union including, but not limited to, arbitration proceedings as provided in Article 10 of this Agreement.

ARTICLE 17 - BEREAVEMENT LEAVE (Regular Employees Only)

- 17.01 In the event of the death of a member of an employee's immediate family, the employee will be granted up to a maximum of five (5) consecutive working days with pay. For purpose of this Article immediate family is defined as: spouse, significant other, child or parent.
- 17.02 In the event of the death of a member of an employee's family, the employee will be granted up to a maximum of three (3) consecutive working days with pay. The term family is defined as: brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents or grandchild, former guardian (maximum two (2), aunt, uncle, niece or nephew.
- 17.03 The employee shall be allowed up to two (2) days with pay, if necessary for travelling, when the distance is significant to support this need. No time would be allotted for travel less than one and one half (1½) hours one way.
- 17.04 Unused vacation credits may be taken in conjunction with bereavement leave, subject to the approval of the Supervisor. Approval of such extension shall not be unreasonably withheld.

ARTICLE 18 - PREGNANCY AND PARENTAL LEAVE (Regular Employees Only)

18.01 Pregnancy Leave

a) Eligibility

A pregnant employee who started employment with the Society at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay in accordance with the provisions of the Employment Standards Act.

b) Entitlement

A pregnant employee is entitled to up to seventeen (17) weeks of unpaid pregnancy leave. Leave can commence no earlier than seventeen (17) weeks prior to the expected date of birth, but does not apply in the case where the employee is required to stop working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the expected date of birth.

c) Notice

The employee must give the Society:

- i) at least two (2) **weeks** written notice of the date the leave is to begin; and
- ii) a certificate from a legally qualified medical practitioner stating the expected birth date.

18.02 Parental Leavea) Eligibility

An employee who started employment with the Society at least thirteen (13) weeks before the expected birth or coming of the child into the custody, care and control of a parent for the first time is entitled to a leave of absence without pay in accordance with the provisions of the Employment Standards Act.

b) Entitlement

An employee is entitled to up to eighteen (18) weeks of unpaid parental leave. Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

The parental leave of an employee who has taken pregnancy leave must begin when the pregnancy leave ends.

c) Notice

The employee must give the Society at least two (2) weeks written notice of the date the leave is to begin.

18.03 An employee may change the notice to end pregnancy or parental leave to an earlier date if the employee gives the Society at least four (4) weeks written notice before the leave was to end under the allowance of the Employment Standards Act.

18.04 During pregnancy or parental leave, applicable under the provisions of the Employment Standards Act, vacation credits, seniority and service shall continue to accrue.

18.05 Benefits

- a) Employees on pregnancy or parental leave shall continue to participate in all benefit plans in which they are enrolled at the commencement of the leave unless the employee elects in writing not to do so.
- b) During an employee's pregnancy or parental leave under Clauses 18.01 and/or 18.02, the Society shall continue to make its contributions for the employee's benefit plans, provided the employee maintains their share of the applicable cost.

18.06 Reinstatement

The Society shall reinstate an employee who has taken pregnancy or parental leave in accordance with the provisions of the Employment Standards Act.

18.07 Additional Parental Leave Without Pay

- a) Subject to the following conditions and based on operational requirements, the Society may grant up to an additional seventeen (17) weeks of parental leave without pay, where the employee has actual *care* of the newborn child or as a parent has custody of a child coming into care and control for the first time.
 - i) The employee shall give the Society six (6) weeks notice in writing of the day upon which she/he intends to commence this additional leave.
 - ii) The employee under this leave period, will not accrue vacation, sick leave, seniority or service during this absence.
 - iii) The employee will be responsible for the full cost and contributions for all applicable benefit plans should she/he elect to maintain the benefits during this absence.

18.08 Parental - Paid Leave

The Society shall grant five (5) consecutive days with pay to an employee who does not meet the requirements for pregnancy or parental leave entitlements under the Employment Standards Act or to an employee who elects not to apply for the parental entitlement under the Employment Standards Act. Such leave shall be arranged in consultation with the Supervisor and be taken during the two (2) months after the birth of a child or arrival of child into custody, care or control for the first time.

ARTICLE 19 - HEALTH AND INSURANCE BENEFITS (Regular Employees Only)

19.01 The Society agrees to make available to all eligible persons, the following benefits:

a) OMERS

Premiums - 50% Society paid and 50% employee paid.

All regular employees working twenty-eight (28) hours or more per week will become a member of OMERS. Terms and conditions shall be in accordance with the OMERS plan.

b) Extended Health Plan

Premiums - 75% Society paid and 25% employee paid.

Annual calendar year deductible \$50.00 single/\$100.00 family.

All eligible expenses will be reimbursed at 100% (after your calendar year deductible has been satisfied).

Prescription Drug Formula Formulary III.

c) Hearing Aids

\$500.00 lifetime maximum for each insured person.

d). Hospital - Preferred Room

Premiums - 100% Society paid.

\$120. a day for a maximum 10 days per calendar year.

e) Lone Term Salary Continuation Plan

Premiums - 50% Society paid and 50% employee paid.

Benefits and other provisions of the plan shall be in accordance with the conditions of the insurance carrier.

f) Dental Plan

Premiums - 75% Society paid and 25% employee paid.

- i) Eligible after six (6) months of continuous employment and subject to enrolment requirements.
- ii) No deductible.
- iii) Effective: January 01, 1998 - ODA 1995 fee guide
 January 01, 1999 - ODA 1996 fee guide
- iv) Basic Plan and Periodontic/Endodontic.
- v) Dentures **and** Major Services including Crowns will apply.

g) Group Life Insurance

Premiums - 75% Society paid and 25% employee paid.

Benefit 2 x annual earnings, rounded to the next higher \$1,000. Maximum of \$200,000.

Compulsory for all regular employees who work **(24)** hours per week or more.

- 19.02 Eligibility for enrolment and claims arising from insured benefits shall be made with reference to the master contract with Carrier(s).
- 19.03 Regular part-time employees may receive all benefits available to full-time employees on a pro-rata basis in accordance with the provisions of the Carrier(s).
- 19.04 On a leave of absence without pay, except for pregnancy/parental leave under the provisions of the Employment Standards Act, an employee may elect to continue benefit coverage at 100% of cost.
- 19.05 The Society will provide to all enrolled employees, information summarizing the benefits.
- 19.06 Insured Benefits are not available to casual employees, the Society will pay 5% in lieu of benefits,

ARTICLE 20 - LAYOFF AND RECALL (Regular Employees Only)

- 20.01 a) Lay-off shall be based upon the following factors:
- i) skill, competence and efficiency for a particular position; and
 - ii) seniority.
- b) Recall shall be based on skill, competence and efficiency for a particular position.

The Society will make every effort to ensure that laid-off employees will be given **notice of recall** to a position at the **Same** level. When this is not possible and a lower level position is available, the employee will be recalled to the Society at the lower level position, but she will be given priority consideration to future vacancies at the employee's level prior to lay-off.

- c) Where, in the judgement of the Society, the qualifications in factor a) i) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.
- d) It is understood and agreed that the board of arbitration, when reviewing grievances under this Article, shall not substitute its judgement for the judgement of the Society as to the relative equality of the qualifications. Such judgement is not cause for grievance and it is the judgement of the Society which is the determining factor.

20.02 Lay-off

- a) The Society agrees that it will discuss a scheduled lay-off with the employees affected and with the Executive Committee, no later than sixty (60) calendar days prior to its implementation and that it will use every reasonable effort to assist employees affected by a lay-off to find alternative employment.
- b) The Society agrees that it will action lay-offs of regular employees in accordance with the process described as Schedule "F". This process may be amended during the term of the Agreement when mutually agreed to.

20.03

Recall

- a) Regular employees shall be recalled in accordance with Clause 20.01. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer advised at all times of her current address. The employee shall return to work within seven (7) working days from the time that she received notice of recall unless, on reasonable grounds, she is unable to do so. An employee who has been given notice of recall and who refuses to exercise such right, shall be deemed to have terminated employment with the Society.
- b) A regular employee on lay-off shall be subject to recall during the period she is off the payroll for a continuous **period** of **six** (6) months, after which ~~time~~ the employer is under no obligation to recall her, but may do so at the discretion of the employer.

20.04

No new employee shall be hired to fill positions for which laid off employees have been assessed as qualified until those laid off employees have been given the opportunity of recall in accordance with Clause 20.03.

20.05

It is understood that Article 20 and the Layoff Process described in Schedule "F" shall be applied on the basis full-time status to full-time status and part-time status to part-time status.

20.06

The Union shall be notified of all layoffs and recalls.

ARTICLE 21 - TERMINATION OF EMPLOYMENT (Regular Employees Only)

21.01

Resignation

Employees shall give as much notice as possible, in writing, when resigning from the Society for any reason. Failure to give at least one (1) month's notice will result in outstanding vacation pay being calculated in accordance with the Employment Standards Act, unless such notice is waived by the Executive Director.

21.02

Retirement

- a) The normal date of retirement for employees shall be on the last day of the month in which the employee reaches sixty-five (65) years of age. The employee's employment may be extended by the Society for a period not to exceed one (1) year at a time. Extension will be at the discretion of the Executive Director.

- b) Retirement prior to the age of sixty-five (65) may be allowed in accordance with OMERS.

21.03

Retirement - Bonus

The Society will pay a Retirement Bonus to recognize long service employment for employees with 5 or more years' service as of December 31, 1988, under the following terms and conditions:

- a) Upon retirement, employees with ten (10) or more years' service shall receive a lump sum payment based on:
- 1 day x years' of service (maximum 40) x
- average annual salary for best 5 years (OMERS)
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- b) Employees whose entitlement under the previous policy: (4 days/year - maximum 120) at December 31, 1988 exceeds forty (40) days, shall have their excess days identified and, on retirement, be eligible for:
- i) the number of excess days earned to December 31, 1988 multiplied by his/her daily rate of pay as of December 31, 1988; and
 - ii) the regular entitlement calculated in accordance with Clause 21.03 a).
- c) "Retirement" shall be defined as any voluntary termination of employment after the age of fifty-five (55) of an employee who is eligible for an immediate or deferred pension under the OMERS plan.
- d) "Service" shall mean continuous regular employment with the Society since the last date of hire (unless interrupted by approved leave of absence) **and** shall be pro-rated for part-time service for employees enrolled in OMERS on the same basis as is used by OMERS.
- e) Employees shall have the option of having payments under this Plan directed to an RRSP, subject to the regulations of Revenue Canada, Taxation.

ARTICLE 22 - TEMPORARY EMPLOYEES

22.01 Termination

A temporary employee as defined by Article 8 may be terminated upon expiration of the assignment or at any time during the contract with notice given as per the Employment Standards Act.

22.02 Seniority

- a) Seniority of a temporary employee shall be recognized on a separate seniority list and such seniority shall not be credited **towards** regular employment except as provided. Where a temporary employee becomes a regular employee and after so doing successfully completes the probationary period of a regular employee as defined by Article 25, Clause 25.04, any seniority accumulated as a temporary employee shall be credited to the regular status of such employee after said successful completion, provided there is no break in service in moving from temporary to regular status.
- b) ~~Part~~ time temporary employees shall have their seniority expressed on the basis of the number of hours worked.

22.03 Sick Leave

A temporary full-time employee shall be granted one (1) day of paid sick leave per month following three (3) months of employment and shall continue to accumulate leave to a maximum of nine (9) days per calendar year.

22.04 Annual Leave

- a) Temporary employee will accumulate annual vacation leave credits from the date of hire, but will not be entitled to any leave until the completion of six (6) months of employment.
- b) Temporary employees who do not complete six (6) months of employment shall receive vacation rate of pay in accordance with the provisions of the Employment Standards Act.

22.05 Salary and Benefits

- a) Temporary employees shall receive the same salary as a regular employee including statutory holiday entitlements.
- b) Insured benefits are not available to temporary employees, the Society will pay 6% in lieu of benefits.

22.06 Break in Service

“Break in Service” shall be deemed to have occurred in cases of resignation, early retirement or when an employee has been otherwise terminated for a minimum of seven consecutive calendar days.

22.07 Sick leave and annual leave entitlements for temporary part-time employees shall be pro-rated.

ARTICLE 23 - PERSONNEL FILES

23.01 All employees may request to ~~see~~ their personnel files quarterly, or at any time when a formal disciplinary notation **is** being placed on the employee’s file, or at the discretion of the Director of Human Resources or designate, in her presence.

23.02 Discipline Particulars

- a) Employees shall be notified in writing of the particulars for discipline or discharge and a copy shall be sent to the Union.
- b) Similarly, should an employee be suspended or terminated, such action shall be confirmed in writing to the employee, with a copy sent to the Union.
- c) The employee must be given the opportunity to read and sign all reports, including formal evaluations, which are placed on her personnel file which pertain to the performance of her duties.
- d) All disciplinary letters on an employee’s file shall be removed if the employee has not received any further disciplinary letters for a period of two (2) years, immediately following the placement of the last disciplinary letter on her file.

ARTICLE 24 - JOB POSTING AND FILLING OF VACANCIES

24.01 Job Posting

- a) When a vacancy is to be filled, or a new position is created inside the Bargaining Unit the Society shall post notice on bulletin boards designated for this purpose in the **main** building **and** at decentralized offices. A copy of the notice shall be forwarded to the Union. The posting shall be for a minimum of seven (7) working days.
- b) Such notice shall contain the following information:

Nature of position; qualifications; required knowledge and education; shift; wage or *salary* rate or range.

24.02 Transfers

- a) Notwithstanding Clause 24.01 a), the Society may first transfer employees, without posting, to vacant positions within the Society having the same salary level and classification, provided the duties and responsibilities are generally the same,
- b) At the Society's discretion, the Society may post a notice to transfer whereby employees can indicate their interest in transferring. Any employee who wishes to indicate an interest in a transfer must notify the Society within three (3) days of the posting. The Society will have sole discretion in the employee selection. Such selection shall not be the subject of a grievance.

24.03 The Society agrees not to place an outside advertisement to fill a vacancy until the notice is posted in accordance with Clause 24.01 and the Society agrees not to consider any outside applicants until all eligible internal applicants have been considered.

24.04 The Society may not be required to interview employees who apply and who do not meet the posting criteria, nor employees who have not completed their probationary **period**.

24.05 In the event that there are two (2) or more suitable applicants, and the Society has decided to fill the vacancy forthwith, the Society agrees to award the job to the successful applicant within twenty (20) working days of closing of the posting. In the event that there is only one (1) suitable applicant, the Society may re-post or advertise the vacancy, whether or not the applicant meets the posting criteria.

24.06 Selection (Regular Positions)

- a) All cases of filling vacancies, promotions and transfers shall be based on the following factors:
 - i) skill, competence, reliability, and efficiency for a particular position; and
 - ii) seniority.

Where, in the judgement of the Society, the qualifications in factor a) i) above are relatively equal, seniority shall govern.

- b) Before the employee proceeds on transfer or promotion, she shall satisfy her Supervisor that case recording, reports and other duties of the position are up-to-date,

24.07 Transfer Outside Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without her consent.

ARTICLE 25 - SENIORITY AND PROBATION

25.01 Seniority - General

- a) Seniority for regular employees in this Agreement shall be defined as the length of service with the Society since the last date of hire.
- b) If an employee willingly transfers to a position outside the Bargaining Unit, she shall retain her seniority accumulated to the date of leaving the Bargaining Unit, but will not accumulate further seniority. In the event the employee is transferred back to the bargaining unit, she shall be credited with her seniority accumulated to the date she left the Bargaining Unit.

25.02 Seniority - Termination

Seniority shall terminate and an employee shall cease to be employed by the Society when she:

- a) voluntarily quits or retires from her employment with the Society;
- b) is discharged and is not reinstated through the grievance or arbitration procedure;

- c) fails to return to work upon the termination of an authorized leave of absence, within seven (7) calendar days, unless a reason acceptable to the Society is given;
- d) accepts gainful employment while on leave of absence without first obtaining the consent of the Society to be confirmed in writing. Consent is not to be unreasonably withheld;
- e) is absent without authorization for three (3) working days during which time she has not contacted the Society directly when she has had an opportunity to do so. Proof of the matter is the responsibility of the employee;
- f) fails to report for **work** within seven (7) working days of the date indicated in the **notice** delivered by registered mail sent by the Society following a lay-off, unless absent for reason satisfactory to the Society. The Society will not be responsible for the failure of a notice to reach such employee, if the employee fails to provide in writing, by registered mail, any change of address or telephone number;
- g) is laid off for a period exceeding the recall period.

25.03

Seniority - Accumulates

An employee shall be deemed to be in continuous service of the Society in the following circumstances only and seniority shall continue to accumulate:

- a) when actually at work for the Society;
- b) when absent on annual leave or paid special leave;
- c) when absent due to illness or non occupational injury for a continuous period of twelve (12) months or less;
- d) when absent on pregnancy leave and/or parental leave under the provisions of the Employment Standards Act;
- e) when absent due to an occupational injury;
- f) when on an approved leave of absence for six (6) months or less;
- g) when on lay-off status for the length of the recall period.

25.04 Seniority - Probation (General)

- a) **A** probationary employee will accrue seniority, but will have no seniority right until she has successfully completed her probationary period, at which time, seniority rights can be exercised.
- b) An employee on probation can be terminated at any time during the probationary period. If the employment is to be terminated, the employee will be notified in writing of the reasons before the expiration of the probationary **period**.
- c) The dismissal, layoff or failure to recall after layoff of a probationary employee shall not be the subject of a grievance.
- d) Probation - Period and Notice
 - i) **A** regular full time employee will be on probation for a period of six months. If employment is to be terminated, the employee will be notified in writing at least fourteen (14) days prior to the expiration of the probationary period.
 - ii) **A** regular part time employee will be on probation until she has completed nine hundred (900) hours of work. If employment is to be terminated, the employee will be notified in writing prior to or by the time she has completed eight hundred (800) hours of work.
 - iii) If no written notice is received from the Society within the set notice **period**, the employee will be deemed to have completed the probationary period.

25.05 Seniority - Lists

- a) Posting Dates and Locations
 - i) Separate seniority lists for regular full time employees, regular part time employees, casual employees and temporary employees will be maintained and posted by the Society twice a year.
 - ii) Postings shall be made on January and July 15. When the 15th is not a working day, posting shall occur on the last working day prior to the 15th.
 - iii) Postings shall occur on the Society's main Bulletin Board, in the Human Resources Office and in accordance with Schedule "D". A copy of the seniority list will be provided to the Union.

- b) Challenges
- i) If an employee does not challenge the position of her name on the seniority list within the first fifteen (15) working days of the posting of the list, then she shall be deemed to have proper seniority standing.
 - ii) In the event the employee is not at work when the list is posted, she must object to her seniority standing within five (5) working days from the date she returns to work.

25.06 Seniority - Calculations and Conversion Formula

- a) Calculation of seniority shall be as follows:
 - i) Regular Full Time Employees - length of continuous service since the last date of hire,
 - ii) Regular ~~Part~~ Time and Casual Employees - the length of continuous service since the last date of hire expressed on the basis of the number of hours worked.
 - iii) For the purpose of seniority calculation, one (1) hour credit shall be provided towards seniority for each two (2) hours of sleep-over.
- b) Conversion formula for seniority shall be as follows:
 - i) Where a full time employee transfers to part time or to casual status or vice versa, accumulated seniority shall be converted on the basis of one (1) year service equalling 1370 hours of service.
- c) For the purpose of Clause 25.03 e) casual employee seniority shall accumulate on the basis of the number of hours that the employee worked in the month immediately preceding the absence outlined.

ARTICLE 26 - TRAINING AND DEVELOPMENT

- 26.01 Employees, as a condition of employment, shall undertake, if asked to do so, special training courses or refresher courses at the expense of the Society, to participate in weekend workshops, and attend other conferences and meetings as may be deemed desirable. Encouragement shall be given to employees to develop their professional growth and leadership abilities.

- 26.02 The Society may contribute in whole or in part towards an employee's expenses at such approved seminars or courses, which are related to the employee's duties, depending on funds available.
- 26.03 Training and Development - courses, conferences or conventions - when an employee is required to attend Training and Development course, conference or convention at the expense of the Society, the Society reserves the right to specify the means and the route of travel. The Society reserves the right to limit the amount of such expenditures. Where, however, the specified means of travel falls within Clause 27.01 the provisions of that Article shall apply.
- 26.04 The Society may allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Society's premises during the employees' lunch period or following the regular working day.

ARTICLE 27 - CAR ALLOWANCE AND INSURANCE

27.01 Mileage Allowance

- a) Mileage shall be at the rate of .28¢ a kilometer paid to employees using their own cars on Society business with the approval of the Society, which shall not be unreasonably denied.

Car Insurance

- b) Employees who elect to use personal cars for Society business shall acquire and maintain a third party liability insurance policy in the amount of one million dollars (\$1,000,000) public liability, property damage and comprehensive. Premiums for such insurance policy shall be paid by the employees.

27.02 Safety

The Society shall ensure that automobiles owned and/or operated by it for the use of employees in the discharging of their duties shall be checked at least once every two (2) months and shall provide maintenance essential to safety.

ARTICLE 28 - MEALS AND INCIDENTALS ALLOWANCE

28.01 All employees when on assignment, required to travel and obtain accommodation at least one hundred and sixty (160) kilometers or more from their place of employment, may apply and receive an advance of one hundred dollars (\$100.00) per **day** for expenses from which meals, accommodation, travel and ground transportation shall be paid by the employee. Maximum meal refunds are:

| | |
|-----------|---------|
| Breakfast | \$ 8.50 |
| Lunch | 12.50 |
| Dinner | 18.00 |

Receipts shall be presented to the Society by the employee to support the expenditures by filing a report within two (2) weeks of the event. The employer reserves the right to restrict expenses if they are found excessive.

ARTICLE 29 - EMPLOYEE PROTECTION

29.01 The Society shall provide legal counsel and protection to employees who are being sued in the civil courts for any reason arising directly out of, or during the performance of, authorized Society duties provided, on a finding of a court of competent jurisdiction, that the employee has not deliberately or negligently contributed to the cause of action. The Society further agrees to pay costs arising therefrom.

29.02 The Society agrees to provide Penal Defense Insurance, in the amount of \$50,000 per employee per year, to a total of \$200,000 per year, for all employees within the bargaining unit. This insurance will be provided at no cost to the employees. All claims regarding this coverage will be made with reference to the master Carrier(s).

29.03 The Society agrees to pay the deductible portion of each P.L./P.D. household claim to a maximum of \$100.00 and each comprehensive auto claim to a maximum of \$25.00 and non-insurable items, except cash, to a maximum of \$100.00, provided:

- a) the claim arose in the direct course of duty;
- b) the employee has not contributed to the cause of the damage claim;
- c) the employee has taken proper steps to prevent the damage.

ARTICLE 30 - CORRESPONDENCE

- 30.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director and President of the Union or their respective designate.


ARTICLE 31 - TERM OF AGREEMENT

- 31.01 This agreement shall remain in full force and effect from April 01, 1996 to December 31, 1999 and shall continue in force from year to ~~year~~ thereafter unless, **no** more than ninety (90) days before the date of termination and not less than thirty (30) days before the date of termination, either party furnishes the other with notice of termination or of proposed revisions of this Agreement.
- 31.02 Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue in force until a new Agreement is executed.

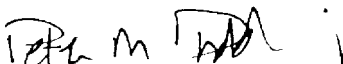
SIGNED AT Gloucester THIS 27 DAY OF March, 1998

FOR THE CHILDREN'S AID SOCIETY
OF OTTAWA-CARLETON

FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION



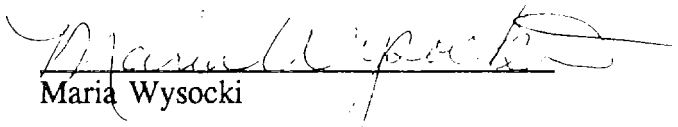
Mel Gill



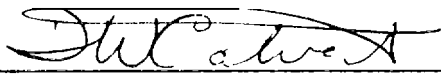
Peter Dudding



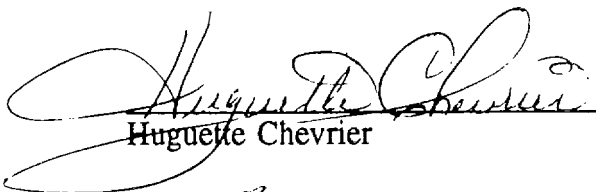
Helen Pigeon



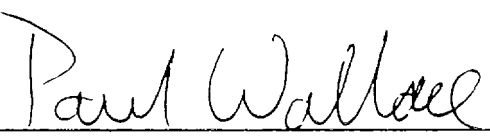
Maria Wysocki



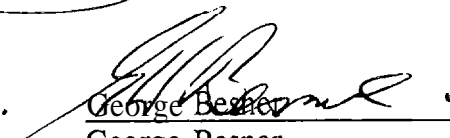
David Calvert



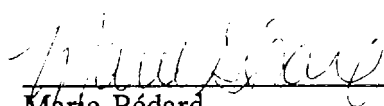
Huguette Chevrier



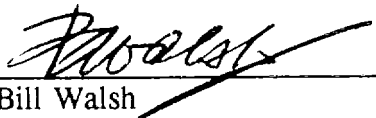
Paul Wallace



George Resner



Marie Bédard



Bill Walsh

CLASSIFICATIONS**LEVELS****POSITION TITLES**

LEVEL 7

Child and Youth Counsellor
Teacher, Headstart

LEVEL 8

Social Worker - Foster Care/Adoption
Social Worker - Placement Office
Social Worker - CHEO Liaison
Social Worker - Pre-School Services
Social Worker - Residential
Behavioural Consultant
Child and Youth Counsellor - Family Support Services
Child and Youth Counsellor - Semi Independent Living
Child and Youth Counsellor - Training For Independence
Head Teacher, Headstart

LEVEL 9

Social Worker - Family Services and Child Protection
Social Worker - OPR (Outside Placement Resources)

**OPSEU - SW/CYC
Salary Scales**

SCHEDULE "B"

01 APRIL 1996 TO 31 DECEMBER 1997

| | Step | Step | Step | step | step | Step | step | step | step | step |
|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Level | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| <u>7 CYC</u> | 27,739 | 28,388 | 29,524 | 30,704 | 31,932 | 33,209 | 34,538 | 35,920 | | |
| 8 BCON/FSS | 28,673 | 29,524 | 30,704 | 31,932 | 33,209 | 34,537 | 35,920 | 37,357 | 38,851 | 40,405 |
| 8 BSW | 31,101 | 31,932 | 33,209 | 34,537 | 35,920 | 37,357 | 38,851 | 40,405 | 42,021 | |
| 8 MSW | 31,932 | 33,209 | 34,537 | 35,920 | 37,357 | 38,850 | 40,405 | 42,020 | 43,701 | 45,449 |
| 9 BSW | 31,932 | 33,209 | 34,537 | 35,920 | 37,356 | 38,850 | 40,405 | 42,020 | 43,701 | 45,449 |
| 9 MSW | 35,920 | 37,356 | 38,850 | 40,405 | 42,020 | 43,701 | 45,449 | 47,267 | 49,157 | |

*01 JANUARY 1998 TO 31 DECEMBER 1998

| | step | Step | Step | Step | step | Step | step | step | Step | step |
|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Level | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| <u>7 CYC</u> | 28,016 | 28,672 | 29,819 | 31,011 | 32,251 | 33,541 | 34,883 | 36,279 | | |
| 8 BCON/FSS | 28,960 | 29,819 | 31,011 | 32,251 | 33,541 | 34,882 | 36,279 | 37,731 | 39,240 | 40,809 |
| 8 BSW | 31,412 | 32,251 | 33,541 | 34,882 | 36,279 | 37,731 | 39,240 | 40,809 | 42,441 | |
| 8 MSW | 32,251 | 33,541 | 34,882 | 36,279 | 37,731 | 39,239 | 40,809 | 42,440 | 44,138 | 45,903 |
| 9 BSW | 32,251 | 33,541 | 34,882 | 36,279 | 37,730 | 39,239 | 40,809 | 42,440 | 44,138 | 45,903 |
| 9 MSW | 36,279 | 37,730 | 39,239 | 40,809 | 42,440 | 44,138 | 45,903 | 47,740 | 49,649 | |

* 1% Increase

*01 JANUARY 1999 TO 31 DECEMBER 1999

| | step | Step | Step | Step | Step | Step | step | step | step | step |
|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Level | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| <u>7 CYC</u> | 28,296 | 28,959 | 30,117 | 31,321 | 32,574 | 33,876 | 35,232 | 36,642 | | |
| 8 BCON/FSS | 29,250 | 30,117 | 31,321 | 32,574 | 33,876 | 35,231 | 36,642 | 38,108 | 39,632 | 41,217 |
| 8 BSW | 31,726 | 32,574 | 33,876 | 35,231 | 36,642 | 38,108 | 39,632 | 41,217 | 42,865 | |
| 8 MSW | 32,574 | 33,876 | 35,231 | 36,642 | 38,108 | 39,631 | 41,217 | 42,864 | 44,579 | 46,362 |
| 9 BSW | 32,574 | 33,876 | 35,231 | 36,642 | 38,107 | 39,631 | 41,217 | 42,864 | 44,579 | 46,362 |
| 9 MSW | 36,642 | 38,107 | 39,631 | 41,217 | 42,864 | 44,579 | 46,362 | 48,217 | 50,145 | |

* 1% Increase

SCHEDULE "C"CASUAL EMPLOYEESAFTER HOURS SERVICE

| | <u>1997</u> | January 01 <u>1998</u> | January 01 <u>1999</u> |
|--|----------------------------|----------------------------|----------------------------|
| <u>Weeknights:</u> | | | |
| First and Second Shift | \$ 78.75 | \$ 79.54 | \$ 80.34 |
| Third Shift | \$ 78.75 | \$ 79.54 | \$ 80.34 |
| Standby (Per hour standby call out) | \$ 15.75 (+ \$10.50/hr) | \$ 15.91 (+ \$10.61/hr) | \$ 16.07 (+ \$10.72/hr) |

Weekends:

| | | | |
|----------------------|----------|----------|----------|
| 4 workers per worker | \$302.40 | \$305.42 | \$308.47 |
|----------------------|----------|----------|----------|

Statutory Holidays:

| | | | |
|----------------------|----------|----------|----------|
| 4 workers per worker | \$141.75 | \$143.17 | \$144.60 |
|----------------------|----------|----------|----------|

HOURLY PAID EMPLOYEES

| | | | |
|-----------------------|---------|---------|---------|
| CYC Classification | \$12.23 | \$12.35 | \$12.47 |
| CYC Sleepover Rate | \$3.90 | \$3.94 | \$3.98 |
| Supply Teacher | \$11.23 | \$11.34 | \$11.45 |

LOCATIONS FOR SENIORITY LIST POSTINGS

Seniority lists will be posted in accordance with Article 25, Clause 25.05 a) iii) at the following locations:

| | |
|--|------------------|
| Human Resources Office | 4th Floor |
| Head Office - Main Bulletin Board | 4th Floor |
| Head Office - Bulletin Board "Pantry Area" | 3rd Floor |
| Head Office - Bulletin Board "Pantry Area" - | 2nd Floor |
| Head Office - Bulletin Board "Pantry Area" | 1st Floor |
| Head Office - Bulletin Board | Basement |
| Kanata Office | |
| Pinecrest Office | |
| School Program | |

TECHNOLOGICAL CHANGE

The Society undertakes to notify employees and the Union, where possible, at *least* six (6) months in advance, of any technological changes which the Society has decided to introduce which will change the status of employees within the Bargaining Unit.

The Society agrees to discuss with employees and the Union, prior to implementation, the effects of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse affects upon employees concerned.

The Society agrees, where reasonably practicable and necessary, to provide training to employees with respect to said technological changes. Such training will be provided when employees are required to perform the work of the technological change. Further, the Society agrees to discuss technological training programs at the Joint Consultation Committee before implementing significant technology change.

LAYOFF PROCESS

- e The Society identifies positions related to program reductions. These positions become the surplus positions.
- And affected employee is any of the following:
 - i) an employee who occupies a position which is identified as surplus;
 - ii) an employee who is displaced by an employee with more seniority;
 - iii) an employee who is identified for lay-off.
- The Seniority lists which are established within the organization and officially posted will be used within the process to establish the last in - first out basis.

PROCESS

1. The Society will notify the Union President in writing and meet with the JCC regarding the lay off plan - affected services, surplus positions and present incumbents and the time frame for implementation.
2. The Society is responsible to determine the skills, competence and efficiency of affected employees and make an assessment, including a review of the employee's file, for a particular position.
3. The assessment will be based on the job description and the skills and abilities profile of the particular position and the employee will need to meet the educational, linguistic, experience and other stipulated requirements of the particular position to qualify for reassignment.
4. Affected employees will be initially assessed in relation to other positions across the Society at the same classification and level and reassigned accordingly where the position is either vacant or where there is an opportunity for the employee to displace an employee with less seniority.

If the employee is assessed as not meeting the job description and skills and abilities profile for the same classification and level, or if there is no vacant position, or if there is no opportunity to displace an employee with less seniority, the affected employee will be assessed in relation to other positions across the Society at the same level.

Failing the ability to be reassigned at the same level, the affected employee will be assessed in relation to other positions at a lower classification and level and reassigned where the position is either vacant or where there is an opportunity to displace an employee with less seniority,

5. Where an affected employee has been reassigned in a lower classification and level, this employee will be given consideration to return to their former classification and level within a one year time frame provided a vacancy becomes available. This employee shall retain his/her salary for the first four (4) months of the reassignment. This employee would be priority listed and this list would be used in conjunction with the recall list. The return would be by meeting the criteria of the job description and skills and abilities profile and seniority. An assessment would be done only in the case when an affected employee would be considered for a position with a different job description from the position description they occupy.
6. Before implementation, the Society will share the results of the employee(s) assessment(s) with the Executive of the Union.
7. When the affected employee does not meet the requirements of the position or cannot displace an employee with less seniority than himself/herself, the employee will be laid off.
8. Prior to actioning the lay-offs, regular employees identified for lay-off will be given an opportunity to fill temporary assignments to the extent that such are available and that the employee is deemed to have the skills and abilities to perform the duties of the assignment. When an affected employee's lay-off is immediately extended by a temporary assignment, with no employment interruption, the employee's benefits will not be affected for the duration of the temporary assignment.
9. This process is considered least disruptive to service and clients and is fair to employees by appropriately recognizing seniority and the concept of last in first out.
10. The Society is prepared to assist the laid off employee in the following manner:

Depending on the availability of funds, provide for comprehensive out placement counselling and/or individual assessment of need by an external consulting firm.

Establish a Resource Room to provide an area where the employee can prepare for job search. This room would only be established when there is justification that it would be utilized.

Arrange for employee counselling through Human Resources Development Canada with respect to EI benefits.

Provide employee with booklet/material on career search.

Issue mailings of jobs/postings which may be of interest.

Provide EAP Information Session and Counselling if necessary.

Provide verbal/written reference **if** requested by the employee.

EXCLUSION - ASSISTANT SUPERVISORS

Further to the exclusion of **Assistant** Supervisors provided in Article 2 of this Agreement, the Society will limit the maximum number of such positions to ten (10) for the term of the Agreement, unless exceeded by written agreement between the Society and the Local.