

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 454**

and

**The Children's Aid Society of Ottawa
Child Protection Worker/Child & Youth Counsellors**

DURATION: January 1, 2009 – December 31, 2011



Sector # 4
4-454-286-20111231-4



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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 deliver mandated child protection service in accordance with the *Child and Family Services Act*, 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 that all parties to this agreement will work collaboratively to achieve the Society's objectives and to promote the best interests, protection and well-being of children and youth.

ARTICLE 2 - RECOGNITION

- 2.01 The Children's Aid Society of Ottawa recognizes the Union as the bargaining agent for all its employees regularly employed as defined in Article 8, save and except:
- i) Supervisors;
 - ii) persons above the rank of Supervisor;
 - iii) nurses employed in a nursing capacity;
 - iv) students employed during the school vacation period;
 - 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 officers and members.

ARTICLE 3 - NO DISCRIMINATION/HARASSMENT

- 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 is committed to providing a work environment that is free of harassment and which supports the dignity and self esteem of every employee. As such, the Society and the Union agree that personal and sexual harassment of or by any of its employees in the work place will not be tolerated. The Society and the Union also agree that there shall be no discrimination against any employee on the basis of any prohibited ground under the Human Rights Code. For clarification, the prohibited grounds are race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, record of offences, 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 changed 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 or from the provisions of information about the employees to the Union.

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, and suspend 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.
- 5.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Society's rules, or of any of the provisions of this Agreement, shall be deemed to be sufficient cause for discipline up to and including dismissal of an employee, provided that nothing herein shall prevent an employee going through the grievance procedure.

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, or illegal picketing, 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, either directly or indirectly, 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 three (3) representatives from the Union and up to three (3) representatives of the Society. The Committee shall meet six (6) times per year at a mutually agreed time and place or on an ad hoc basis where there is mutual agreement.

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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 Society agrees to establish Health and Safety committees in workplace locations with twenty (20) or more employees in accordance with the Occupational Health and Safety Act of Ontario. Each committee will be comprised of two union representatives from each workplace location and two (2) Society representatives. These joint health and safety committees will meet on a quarterly basis or as mutually agreed by the members of the committee.

Health and Safety Program

The Society and the Union recognize the particular safety issues inherent in the provision of services to children and families. Staff are therefore encouraged to pro-actively identify safety risk situations to their supervisor so that steps may be taken to minimize risk.

If the employee is not satisfied with the response of the supervisor or the steps taken, the employee may consult with a certified health and safety representative of the local.

The Society is committed to providing and maintaining a healthy and safe workplace in accordance with the provisions of the Occupational Health and Safety Act and endeavours to reduce the risk of injury/illness to its employees.

The parties agree to jointly actively promote staff awareness, understanding and compliance with health and safety policies, procedures and programs.

c) **Negotiating Committee**

- i) For the purpose of negotiating a renewal of the Collective Agreement, the Negotiating Committee shall consist of up to three (3) members of the Bargaining Unit.

Where more than one (1) member of the Negotiation Committee comes from the same work unit, approval of leave

for negotiation purposes will be subject to operational requirements.

- 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 so 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 agrees 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. The Collective Agreement will be made available for *staff* on the Employee Electronic Bulletin Board. The employer shall make a printed copy of this Agreement available to workers who do not have electronic access or upon request.

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.
- c) “Regular Full Time Employee” is a permanent employee who works the hours prescribed in Article 11.
- d) “Regular ~~Part~~ Time Employee” is a permanent employee who works less ~~than~~ the normal hours per day and/or days per week prescribed for a full-time employee.
- e) “Casual Employee” 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 work ~~full~~ time or part time hours and is hired into a position for a specific term and shall include, but not be limited to:
 - i) replace ~~an~~ employee on a leave of absence, including absence 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 on special assignment to cover additional workload requirements 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 of 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.
 - e 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

It is understood that the parties may request such counsel and assistance as they require at either the Step 1 or Step 2 meeting up to a maximum of three (3) representatives for each party at the grievance meeting unless mutually agreed otherwise.

9.06

Time Limits

a) Step 1

- a 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 schedule a Step 1 meeting within fifteen (15) days from the date the grievance was received. The Society will provide a reply in writing within five (5) days after the Step 1 meeting has occurred.

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 schedule a Step 2 meeting within fifteen (15) days from the date the grievance was received. The Society will provide a reply in writing within five (5) days after the Step 2 meeting has occurred.

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 8:30 a.m. to 4:30 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.
- d) The work schedule shall be determined by the Supervisor in consultation with the employee to meet the needs of the Department and Society.

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) regular 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 one (1) hour compensatory time for every hour worked up to forty (40) hours per week.
- c) i) Compensatory time off shall be granted within three (3) months of the end of the month in which it was earned at a time determined by the Society and satisfactory to the employee. Where such time off cannot be scheduled within the three (3) month 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 (40) 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.
- d) Hours worked in excess of forty (40) hours per week shall be paid at a rate of time and one-half (1 1/2) of the employee's regular straight time hourly rate in accordance with the Society's procedure on overtime payment.

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 three (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 (1 1/2) the normal hourly rate for all hours worked in excess of forty (40) 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) regular 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 (1 1/2) the normal hourly rate for all hours worked in excess

of forty (40) 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.

If a Child Access visit is cancelled within twenty-four (24) hours of the scheduled visit, and the employee does not report to work, the Society shall pay the employee cancellation pay of two (2) hours at regular rate of pay for the first cancelled visit of the day and one (1) additional hour at regular rate of pay for any further cancellations to a maximum of three (3) hours per day. If the employee reports to work notwithstanding the cancellation, the employee shall be compensated for all hours worked or cancellation pay, whichever is greater.

- 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 (1/2) 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 three (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) 4:30 p.m. through 8:30 a.m. the following day, Monday to Thursday inclusive (week nights);
 - ii) 4:30 p.m. Friday through 8:30 a.m. 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 Child Protection Workers/Child and Youth Counsellors 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

Child Protection 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 **Classification**

Classifications of staff are based on the job descriptions of the Society. The Society undertakes to ensure that all job descriptions are accurate and up-to-date. At the time of implementation of this Agreement, the parties acknowledge that the job classifications specified in Schedule "A" are based on a formal system of job evaluation undertaken by the Society.

12.03 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.

12.04 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.

12.05 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.

12.06 **Progression on the Grid and Anniversary Dates**

- a) Employees will progress to the next step on their wage grid after twelve (12) months of active permanent full-time (1820 hours) or equivalent service within the same classification and level provided the employee has demonstrated satisfactory performance. Time spent in a higher or lower paying classification shall be credited towards the employee's next wage progression.
- b) For purposes of progression on the grid and anniversary dates, active service is defined as:
 - i) paid leave by the Society;

- ii) maternity and parental leave under the Employment Standards Act;
- iii) leave under the Workplace Safety and Insurance Act;
- iv) paid or unpaid sick leave of thirty (30) consecutive days and less.

12.07 **Promotion**

On promotion to a higher-rated classification, the employee shall receive the higher of the minimum of the new scale, or the next higher step which provides an increase of not less than 5% of previous salary, provided that in no case will the new salary exceed the maximum of the new scale.

12.08 **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 any case, 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 construed as a guarantee or requirement that the Society shall make such assignment.

12.09 **Credit for Experience**

New employees shall receive credit for experience in the amount of one (1) annual increment for each year of directly related experience. Employees may also receive credit for indirect work experience. All experience will be evaluated on the basis of how relevant the skills are to the position being offered, how current the previous experience is and the number of years in each position.

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 vacation leave

credits as of the first complete payroll cycle of each vacation year. Employees must have completed one (1) 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. A maximum of ten (10) days vacation carry-over will be granted to each employee. Those vacation days which are carried over must be taken by May 31st of the next calendar year. 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 two (2) lists in individual units not later than March 1st for the Summer vacation period (last two (2) full weeks of June through the first two (2) full weeks of September) and October 1st for the Holiday vacation period (last two (2) full weeks of December through the first full week of January). 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 and October 15th respectively. 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 lists for each unit no later than May 31st and October 31st.

- c) Unless permission has been granted under Clause 13.03, any employee, who by October 15th has not scheduled their yearly entitlement in the calendar year in which it is earned, shall take her leave by December 31st. Employees who have not indicated their choice of vacation dates by October 31st will have any remaining credits, not approved for carry-over, booked into the schedule by their immediate supervisor before December 31st.

13.05 **Annual Vacation - Entitlement**

Annual leave shall accumulate on the following basis:

- | | |
|--------------------------------|---------------------|
| After 1 full year of service | - 20 days per year; |
| After 10 full years of service | - 25 days per year; |
| After 20 years of service | - 30 days per year; |

In addition, employees who have 25 and 30 and 35 years of active service will be entitled to an additional "bonus" week of annual leave in the amount of 5 paid days. It is understood this additional week of annual leave is a "one-time" benefit that will only be granted in the years in which the employee reaches their twenty-fifth (25) and thirtieth (30) and thirty-fifth (35) anniversary dates. This entitlement will be pro-rated for part-time employees.

13.06 **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 a serious 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.
- i) Employees who are on pregnancy and/or parental leave shall not accrue paid vacation credits during the period of the leave but may be entitled to equivalent unpaid time off on request.

13.07 When an employee is required by the employer to attend a court hearing during her scheduled vacation time, or is ordered by the court to attend a court hearing on Society matters during her scheduled vacation time, the employer shall reimburse the employee for non-refundable vacation expenses incurred as a result of attending the court hearing for which receipts are provided to the Employer.

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
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

14.02 **Floater Days**

- a) In addition to the above, regular full-time employees shall be given two (2) floater days at Christmas or New Year's. The scheduling of these two (2) 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 (1 1/2) 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 (1 1/2) 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 employee.
- 14.06 Pay for a paid holiday shall be based on the regular wages earned in the four (4) weeks immediately prior to the holiday divided by twenty (20) in accordance with the Ontario Employment Standards Act.

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 two (2) days' duration, or in any instance where an employee's absence for medical reasons exceeds the average for all employees of the Society. 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.
- d) Should the Society require an employee to undergo an independent medical assessment, the costs associated with such assessment shall be the responsibility of the Society.

15.02 **Annual Sick Leave - Entitlement**

- a) Employees shall be entitled to annual sick leave at full pay (100%) according to the following schedule:

<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 10 years	15 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 nine (9) 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 - Banks**

- 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 who has exhausted sick leave credits at 100% shall have the option of using vacation leave credits or shall receive pay at 66 2/3% of regular earnings in accordance with the provisions of 15.02 b) above, until such time as they have exhausted the waiting period for the disability insurance plan. It is understood that no credits paid at 100% or at 66 2/3% shall be extended beyond the waiting period of the disability insurance plan.

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.

15.06 **Early Intervention/Return to Work Program**

The Society and the Union are jointly committed to Early Intervention and re-integrating employees who have suffered a permanent full or partial injury or illness, back into the workplace.

The Society and the Union agree that employees who have been off work due to injury, accident or illness, resulting in temporary/

permanent impairment or handicap, should be returned to active employment as quickly as possible.

In order to ensure the Union involvement in any return to work planning meeting, the Society will advise the Union as soon as the employee notifies the Society of her intention to return to work on a modified return to work program.

Employees requiring a return to work program in order to facilitate their reintegration into the workplace are required to provide supporting medical documentation to the Society no later than two (2) weeks prior to the anticipated return to work. The medical documentation required must include limitations, restrictions and the length of the accommodation required.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Special Leave - With Pay (Regular Employees Only)

Regular full-time and part-time employees who have completed probation, shall be granted leave up to three days (3) days with pay per calendar year for personal reasons. These days will be pro-rated for part-time employees based on the number of hours the employee works in a week compared to a full-time employee.

This leave cannot be applied to cover leave already provided for in other articles of this Collective Agreement. Special Leave will not be taken in conjunction with scheduled annual leave. With the exception of an emergency, this leave will be scheduled by mutual agreement between the employee and the supervisor. Requests for special leave will not be unreasonably denied.

Unused days shall not be carried over from one year to the next.

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 . 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.
- d) The Society will provide a paid leave of absence of up to twelve (12) days per calendar year for the Local Union

President, who shall be an employee of the Society, to conduct Union business. The entire leave shall be pre-determined on a schedule agreed upon between the employee and her Supervisor and submitted by the end of January. The requested leave shall not be made for less than a three and one-half (3 1/2) hour period at any given time. In scheduling such leave, consideration will be given to the feasibility of adjusting the President's workload.

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 (1) 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.

16.06

Pre-Paid Leave Plan

The employer agrees to offer pre-paid leave program, funded solely by the employees and to make it available to full-time employees with at least two (2) years of service with the Society, subject to the

following conditions:

- a) An employee will be allowed to participate in the plan on a one time basis during the course of their employment.
- b) The plan is available to employees wishing to spread four (4) years salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- c) The employee must make written application to the Director of Human Resources at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion).
- d) The employer maintains the right to approve or deny the leave and to determine the number of employees that may be absent at any one time under this plan. The year for purposes of the program shall be September 1 of one year to August 31 of the following year or such other twelve (12) month period as may be agreed upon by the employee, and the employer.
- e) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the employer and the employee.
- h) All benefits shall be kept whole during the four (4) years of salary deferral. The employee may choose to maintain health, dental and hospital benefits for the twelve (12) month period of the absence and may maintain coverage for a maximum of three (3) months, subject to the carrier's approval, for life insurance and accidental death and dismemberment benefits. The employee will be responsible for the full payment of all premiums. Employees will not be eligible to participate in the disability income plan during the year of leave. Contributions to O.M.E.R.S. pension plan will be in accordance with the terms of the plan.

- i) During the year of leave, seniority will accumulate in accordance with Article 25. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate.
- j) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months notice is given to the Director of Human Resources. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- k) If an employee terminates employment, the deferred salary held by the employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of an employee's death, the funds will be paid to the employee's designated beneficiary.
- l) The employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the employer is unable to find a suitable replacement, it may postpone the leave. The employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- m) The employee will be reinstated to her former position or a comparable position.
- n) Final approval for entry into the pre-paid program will be subject to the employee entering into a formal agreement with the employer in order to authorize the employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 16 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the employer to enter

the pre-paid leave program will be appended to and form part of the written 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, a regular 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, brother, sister, step-parent or stepchildren, step-brother or step-sister.
- 17.02 In the event of the death of a member of an employee's family, a regular employee will be granted up to a maximum of three (3) consecutive working days with pay. The term family is defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-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) additional 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 (1 1/2) 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. In exceptional circumstances, the Executive Director may approve additional paid bereavement days.

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.

18.02 **Parental Leave**

a) **Entitlement**

An employee is entitled to up to thirty-five (35) consecutive weeks of unpaid parental leave if the employee has taken pregnancy leave and thirty-seven (37) consecutive weeks if they have not taken pregnancy leave. Parental leave must begin within fifty-two (52) weeks of the date the child is born or comes into the custody, care and control of a parent for the first time.

A birth mother may take both pregnancy and parental leave. The parental leave of an employee who has taken pregnancy leave must begin when the pregnancy leave ends unless there *are* grounds for an exception recognized by the Employment Standards Act.

18.03 **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.

18.04 **Paid Supplementary Employment Benefit (SEB Plan)**

The following SEB provisions apply to employees with six (6) months and more continuous employment with the Society according to the following conditions:

- i) The employee is entitled to pregnancy / parental leave under this article;
- ii) The employee provides the Society with proof that she has applied for and is eligible to receive benefits pursuant to the Employment Insurance Act or the Quebec Parental Insurance Plan, as amended.

The SEB provisions are as follows:

a) **Waiting Period**

Where the employee is required to serve a two-week unpaid waiting period, she shall be entitled to receive payment of two (2) weeks at 70% of regular earnings. This payment shall be made at the commencement of the pregnancy leave or where there is an unpaid waiting period served for parental leave.

b) **Pregnancy leave**

An employee who is on pregnancy leave as provided under this Agreement who is in receipt of pregnancy benefits, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between seventy (70%) of their regular gross weekly earnings and the sum of their pregnancy leave earnings. The SEB payment shall continue while the employee is in receipt of these benefits for a maximum of fifteen (15) weeks.

c) **Parental leave**

An employee who is on parental leave as provided under this Agreement who is in receipt of parental benefits, shall be paid a supplemental employment benefit. The benefit will be equivalent to the difference between seventy (70%) of their regular gross weekly earnings and the sum of their regular gross weekly parental benefits according to the following schedule:

- to a maximum of 8 weeks
- Effective January 1, 2011 – to a maximum of 9 weeks

18.05 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.

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

18.07 **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.

18.08 **Reinstatement**

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

18.09 **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.

18.10 **Probationary Periods**

The period of time an employee is on pregnancy and/or parental leave will not be included when determining whether an employee has completed a probationary period. If an employee was on probation at the start of a leave, she must complete the probationary period after returning to work.

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

19.01 The Society agrees to make available to all employees a standard benefits package that will include Pension, Major Medical benefits, Hospitalization and Dental benefits as well as Life Insurance and Disability Insurance benefits. Eligibility, participation and claims will be in accordance with the terms of each plan.

a) **OMERS**

OMERS is a contributory defined benefit pension plan financed by equal contributions from participating employers and employees, and by the investment earnings of the OMERS fund. All eligible employees will be enrolled in accordance with the terms and conditions of the plan.

All regular employees working thirty-two (32) hours or more per week will become a member of OMERS.

Further information can be found in the OMERS Members' Handbook.

b) Major Medical

Includes coverage for items such as prescription drugs, vision care, physiotherapy and hearing aids and other services in accordance with the terms of the plan.

All eligible expenses will be reimbursed in accordance with the terms of conditions of each plan.

Vision Care

effective July 1, 2006 - \$250.00 per 24 months

effective July 1, 2007 - \$275.00 per 24 months

effective July 1, 2008 - \$300.00 per 24 months

c) Hospitalization

Includes coverage for a semi-private or private hospital room up to \$120.00 per day to a maximum of ten (10) days per calendar year.

Premiums are 100% Society paid.

d) Dental Plan

i) effective July 1, 2009 - ODA 2008 fee guide
 effective July 1, 2010 - ODA 2009 fee guide
 effective July 1, 2011 - ODA 2010 fee guide

ii) No deductible.

iii) Basic Plan and Periodontic/Endodontic.

iv) Dentures and Major Services including Crowns will apply.

e) Disability Insurance

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

Enrolment is compulsory for all regular employees who work twenty-four (24) hours per week or more.

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

f) Group Life Insurance

Life insurance benefit is 2 x annual salary rounded to the next \$1,000 up to a maximum of \$200,000. The plan also provides coverage for Accidental Death and Dismemberment. Additional Optional Life Spousal optional Insurance coverage is also available subject to application and approval by the carrier, but is 100% employee paid.

Enrolment is compulsory for all regular employees who work twenty-four (24) hours per week or more.

g) Benefit Coverage During Disability

Employees on approved short-term or long term disability insurance benefits shall have the option of maintaining their Health and Welfare benefits (hospital; major medical and dental) insurance for a period of up to twenty-four (24) months from the onset of the disability providing:

the appropriate benefit premium payments continue to be paid to the Society on a monthly basis; and

the employee was participating in the plans prior to the onset of the disability.

During this time, the Society will continue to pay its premium portion.

19.02 Eligibility for enrolment and claims arising from insured or self-insured benefits under Article 19 shall be made with reference to the master contract with the Carrier(s) and/or the Administrative Services Only provider.

19.03 Part-Time Benefits

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).

A regular part-time employee who does not meet the eligibility requirements for pro-rata insured or self-insured benefits under this article shall be paid six percent (6%) of the employee's regular straight-time wages in lieu of benefits in Article 19.

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 **Casual - Benefits**

Insured Benefits in Article 19 are not available to casual employees. The Society will pay casual employees five percent (5%) of their regular straight-time hourly wages in lieu of benefits.

ARTICLE 20 - LAY-OFF 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 "E". 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 Lay-off Process described in Schedule "E" 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 lay-offs 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 - Bonus

The Society will pay a Retirement Bonus to recognize long service employment for employees with five (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)
 - 260
- 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 her daily rate of pay as of December 31, 1988; and
 - ii) the regular entitlement calculated in accordance with Clause 21.02 (a).
- c) "Retirement" shall be defined as any voluntary termination of employment of an employee who is eligible for an immediate deferred pension under the OMERS Pension Plan without penalty.
- 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 Extension and Termination

The Society will make every effort to provide reasonable notice of extension opportunities or terminations for temporary employees. In

the case where a temporary employee is terminated, she shall receive at a minimum two (2) weeks notice or two (2) weeks pay in lieu of notice in accordance with the Employment Standards Act whichever is greater.

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 25.06, 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) 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 ten (10) days per calendar year.
- 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 two (2) days' duration, or in any instance where an employee's absence for medical reasons exceeds the average for all employees of the Society. 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.

22.04

Annual Vacation leave

- a) A temporary employee will accumulate up to twenty (20)

calendar days per year of 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

Statutory Holidays and Floater Days

- a) In addition to the Statutory holidays listed in Article 14, Clause 14.01, temporary employees will be granted floater days as follows:
 - i) Full time temporary employees who have accumulated six (6) months or more seniority on December 1st, will be granted two (2) floater days.
 - ii) Part time temporary employees who have accumulated an equivalency of six (6) months or more seniority, based on the seniority conversion formula, Article 25, Clause 25.08, on December 1st, will be granted one (1) day.
- b) The scheduling of floater days shall be between December 1st and January 31st 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.
- c) As an exception to taking the floater day(s) between December 1st and January 31st, a temporary employee who has utilized annual vacation or compensatory time to observe religious holiday(s) during the calendar year, can request that the time taken be re-credited and substituted as floater day(s), provided the temporary employee meets the eligibility date as stated in i) or ii) above.

22.06

Bereavement Leave

- a) Temporary employees who have completed six (6) months continuous service will be granted bereavement leave as per the following:
 - i) 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

- 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 Unless waived at the Society's full discretion, all employees must complete a minimum of nine (9) months in their current assignment before they will be considered for any posted positions within the Society *or* any transfer opportunities unless the opportunity results in a promotion.

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 voluntarily 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 provided she returns to the bargaining unit within fifteen (15) months.

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.
- h) Is absent due to illness or disability for a period of twenty four (24) months from the time the illness commenced. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

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. This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.
- 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 Probation - Seniority

An employee on probation will have no seniority rights during her probationary period. When an employee acquires seniority, her seniority dates back to the day on which her employment began.

25.05 Probation - Termination

A probationary employee may be terminated at the sole discretion of the Society. No grievance may be submitted concerning the termination of employment or lay-off of a probationary employee. It is understood and agreed that any corrective action or communication concerning a probationary employee's performance shall not be the subject matter of a grievance.

25.06

Probation - Period and Notice

- i) A regular fulltime employee will be on probation for a period of nine (9) months of active service. It is understood that "active service" will be deemed to include time actually worked where the employee is fulfilling the full requirements of their position. 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.

25.07

Seniority - Listsa) 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) The seniority list shall be posted on the Society's electronic bulletin board and secured website. 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 date that the list is posted, provided she is at work when the list is posted, 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, if the employee does not challenge the position of her name on the seniority list within five (5)

working days from the date that she returns, then she shall be deemed to have proper seniority standing.

25.08

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 equaling 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 Where an employee requests and is approved to attend a training session, a seminar, a conference, etc., which is related to the employee's duties, the Society may contribute in whole or in part towards expenses 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 - MILEAGE ALLOWANCE AND CAR INSURANCE

27.01 Mileage Allowance

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

Effective January 1, 2009 - .43 a kilometer

Average price of unleaded Fuel in Ottawa for the quarter based on Ontario Ministry of Energy web site.

From	To	Km Base	To	Km Increase
\$ -	\$ 1.14	\$ 0.43	\$ 0.43	\$ -
\$ 1.15	\$ 1.24	\$ 0.43	\$ 0.44	\$ 0.01
\$ 1.25	\$ 1.34	\$ 0.43	\$ 0.45	\$ 0.02
\$ 1.35	\$ 1.44	\$ 0.43	\$ 0.46	\$ 0.03
\$ 1.45	\$ 1.54	\$ 0.43	\$ 0.47	\$ 0.04
\$ 1.55	\$ 1.64	\$ 0.43	\$ 0.48	\$ 0.05
\$ 1.65	\$ 1.74	\$ 0.43	\$ 0.49	\$ 0.06
\$ 1.75	\$ 1.84	\$ 0.43	\$ 0.50	\$ 0.07
\$ 1.85	\$ 1.94	\$ 0.43	\$ 0.51	\$ 0.08

Car Insurance

- b) It is understood and agreed that employees using their personal cars on Society business shall acquire and maintain business insurance and not less than two million dollars (\$2,000,000.00) in third party liability coverage. The Society agrees to pay the employee a flat amount of twenty dollars (\$20.00) per month for provision of required insurance. Payment is contingent upon the employee providing proof of such insurance, satisfactory to the Society.

Vehicle Ownership

- c) Ownership of a personal vehicle or access to a vehicle shall be a condition of employment for all employees who are required to use a vehicle in the performance of their duties.

Employees will be required to have appropriate car seat anchors in their vehicles in accordance with all applicable legislation.

Employees are responsible for ensuring that their vehicles are appropriately licensed and insured and that they meet Ontario Ministry of Transportation regulations.

Cellular Phones

- d) In the interest of ensuring greater protection, safety and efficiencies for all bargaining unit staff, designated employees are required to purchase and maintain a cell phone for use in the performance of their duties. Accordingly, the Society and the Union agree to the following cell phone subsidy:

\$34.00	Effective 1 st month following ratification
\$36.00	Effective January 1, 2010
\$38.00	Effective January 1, 2011

The Society will reimburse the employee the monthly subsidy upon receiving proof of purchase of a cell phone and providing that the cell phone number is on record with the Society. The employee will provide a copy of their monthly billing for the cell phone to support the reimbursement. The above subsidy is considered to cover all costs associated with having a cell phone for work purposes, with the exception that long distance calls made on employee's cell phones to conduct Society business will be reimbursed.

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 ACCOMMODATION

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 (\$1 00.00) per day for expenses from which meals, accommodation, travel and ground transportations shall be paid by the employee. Meal expenses shall be refunded to a maximum of fifty dollars (\$50.00) per day. Receipts for meals and accommodation expenses shall be submitted to the Society by the employee 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 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 the action. The Society further agrees to pay costs arising therefrom.

The Society agrees that in situations where employees are preparing or participating in any proceedings under this provision, and on review the Society is satisfied that the employee has carried out the Society's mandate and/or service in good faith, in a professional manner; and provided that the employee has not committed a serious breach or dereliction of said duties and/or responsibilities, the employee may be entitled to either:

- i) A leave of absence with full pay and benefits provided for under this collective agreement; or
- ii) Another position which does not displace another employee and without loss of pay, until the conclusion of the legal process, up to and including trial. Seniority for all purposes shall continue to accrue during any such leave.

29.02 The Society agrees to provide Penal Defence Insurance, in the amount of \$100,000 per employee per year, to a total of \$500,000 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 insurance contract with the Carrier(s).

29.03 Insurance Claims

The Society agrees to pay the employee's deductible portion of their personal property or automobile policy to a maximum of \$300.00 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 the highest ranking elected officer of the bargaining unit or designate, as reported to the employer in writing by the Union.

ARTICLE 31- LETTERS OF AGREEMENT

31.01 Any Letter of Agreement that is entered into by the parties during the term of any collective agreement shall be deemed to expire with the current collective agreement unless otherwise stated.

SCHEDULE "A"CLASSIFICATIONS

LEVELS	POSITION TITLES
LEVEL 7	Child and Youth Counsellor Teacher, Headstart Program Facilitator, Volunteer Services
LEVEL 8	Child and Youth Counsellor- Family Support Services Child Access Facilitator
CHILD PROTECTION I (CPWI)	Foster Care/Adoption Worker Placement Intake Worker Liaison Worker, CHEO Youth Resource Facilitator Resource Assessment Worker Youth Services Worker
CHILD PROTECTION II	Child Protection Worker Child Services Worker

Salary Scales

SCHEDULE B

01 January 2009 to 31 December 2009											
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Level	1	2	3	4	5	6	7	8	9	10	11
Level 6	Deleted	\$37,230	\$38,609	\$39,985	\$41,363	\$42,738	\$44,115	\$45,662			
Level 7	Deleted	\$42,581	\$44,094	\$45,664	\$47,298	\$48,998	\$50,766	\$52,606	\$54,448		
Level 8	Deleted	\$44,007	\$45,640	\$47,341	\$49,109	\$50,951	\$52,863	\$54,852	\$56,920	\$58,912	
CPW I	Deleted	\$46,836	\$47,943	\$49,644	\$51,410	\$53,251	\$55,167	\$57,155	\$59,224	\$61,397	\$63,545
CPW II	Deleted	\$51,055	\$52,229	\$54,069	\$55,985	\$57,973	\$60,042	\$62,191	\$64,430	\$66,767	\$69,103

01 January to 31 December 2010											
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Level	1	2	3	4	5	6	7	8	9	10	11
Level 6	Deleted	\$38,161	\$39,575	\$40,985	\$42,398	\$43,807	\$45,218	\$46,804			
Level 7	Deleted	\$43,646	\$45,197	\$46,806	\$48,481	\$50,223	\$52,035	\$53,921	\$55,809		
Level 8	Deleted	\$45,107	\$46,781	\$48,524	\$50,337	\$52,225	\$54,184	\$56,223	\$58,343	\$60,385	
CPW I	Deleted	\$48,006	\$49,142	\$50,885	\$52,695	\$54,582	\$56,546	\$58,584	\$60,704	\$62,932	\$65,133
CPW II	Deleted	\$52,331	\$53,535	\$55,420	\$57,384	\$59,422	\$61,543	\$63,746	\$66,040	\$68,436	\$70,830

01 January to 31 December 2010											
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Level	1	2	3	4	5	6	7	8	9	10	11
Level 6	Deleted	\$39,115	\$40,564	\$42,010	\$43,457	\$44,902	\$46,349	\$47,974			
Level 7	Deleted	\$44,737	\$46,326	\$47,976	\$49,693	\$51,478	\$53,336	\$55,269	\$57,204		
Level 8	Deleted	\$46,235	\$47,950	\$49,737	\$51,595	\$53,530	\$55,539	\$57,629	\$59,802	\$61,894	
CPW I	Deleted	\$49,207	\$50,370	\$52,157	\$54,013	\$55,947	\$57,960	\$60,048	\$62,222	\$64,506	\$66,762
	Deleted	\$53,639	\$54,873	\$56,806	\$58,819	\$60,908	\$63,081	\$65,339	\$67,691	\$70,147	\$72,601

SCHEDULE B-2**SALARY SCALES**
HOURLY PAID EMPLOYEES

	Jan. 01/09	Jan. 01/10	Jan. 01/11
CYC	\$16.53	\$17.18	\$17.87
CYC Sleep-over	\$5.44	\$5.82	\$6.22
Supply Teacher	\$14.96	\$15.39	16.02

Casual CYC

Addition of \$0.25 per hour and general wage increase effective January 1, 2009

Addition of \$0.25 per hour and general wage increase effective January 1, 2010

Addition of \$0.25 per hour and general wage increase effective January 1, 2011

SCHEDULE "C"**COMPENSATION RATE
AFTER HOURS SERVICE**

CHILD PROTECTION WORKER	Jan. 01/09	Jan. 01/10	Jan. 01/11
WEEKDAY SHIFT	\$157.59	\$161.53	\$165.57
STANDBY SHIFT (2) Two @	\$25.21	\$25.84	\$26.49
STANDBY SHIFT WEEKEND	\$102.81	\$105.38	\$108.01
HOURLY RATE	\$23.65	\$24.24	\$24.85
HOURLY RATE STANDBY	\$23.65	\$24.24	\$24.85
WEEKEND RATE	\$517.90	\$530.85	\$544.12
STATUTORY HOLIDAY RATE	\$218.10	\$223.55	\$229.14
CHRISTMAS / NEW YEAR'S DAY	\$281.11	\$288.14	\$295.34

WEEKDAY S HIFT	\$98.52	\$100.98	\$103.50
WEEKEND RATE	\$394.03	\$403.88	\$413.98
STATUTORY HOLIDAY RATE	\$131.25	\$134.63	\$138.00
CHRISTMAS/NEW YEARS DAY	\$164.54	\$168.65	\$172.87
CARRYING A PAGER	\$1.41	\$1.45	\$1.49

General wage increase as per schedule B effective January 1, 2009 with the exception of the Weekend and Standby weekend rate for CPW After Hours which will increase by 5%.

All Child Protection Workers engaged in the After Hours Service who currently have access to high speed internet service at their residence must maintain it. All new Child Protection Workers engaged to perform After Hours Service effective the date of ratification must have access to high speed internet service at their residence.

Note: The parties agree that the rates provided for After Hours Service included the cost associated with the purchase of high speed internet.

SCHEDULE "D"**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.

SCHEDULE "E"LAY-OFF PROCESS

- The Society identifies positions related to program reductions. These positions become the surplus positions.
- An 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. As part of consultation process, the Society agrees to discuss employee lay-offs with the Union prior to implementation, and to seek alternate options to achieve this goal.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.
7. Before implementation, the Society will share the results of the employee(s) assessment(s) with the Executive of the Union.
8. 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.
9. 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.
10. 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.
11. 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.

LETTER OF UNDERSTANDING.

BENEFITS COMMITTEE

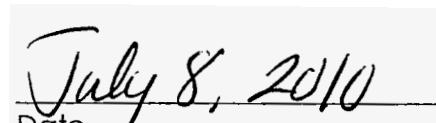
Representatives from OPSEU agree to participate with representatives from the Society and other stakeholders in a Joint Benefits Committee. The purpose of the Committee will be to make recommendations regarding the efficiency and effectiveness of the current benefit arrangements in the following specific areas:

- reviewing plan designs and implementing changes, such as realignment of benefits, premiums, annual deductible and enhancement to the plan design and/or other such employee benefits;
- reviewing premium costs;
- on-going monitoring of plan and developing strategies to ensure employees receive the best value for their premium costs;
- making recommendations regarding a pro-active strategy for managing benefits and costs on a long term basis;
- involvement in enhancing other Society initiatives and processes (i.e such as the return to work, modified work program, sick leave utilization).

AGREED:



 , Sonia Boudreau



 Date

For the Society, Valerie Flynn

Date

LETTER OF AGREEMENT
WORKLOAD
C.PW/CYC

1. **Purpose**

The Society recognizes its mandate to provide services in accordance with the Child and Family Services Act and to comply with current Ministry standards. It is the responsibility of the Society to manage the resources allocated to the Society by the Ministry of Community, Family and Children's Services to fulfill its mission and the legislated mandate. The Society and the Union agree to work collaboratively to achieve the Society's objectives and to promote the best interests, protection and well being of children and youth. In recognizing that there is a limit to the capacity of all employees, it is the responsibility of the Society to establish and maintain an effective infrastructure to facilitate the employee's achievement of all standards.

The Society and the Union are committed to maintaining a workplace that demonstrates a sincere and continued interest in the individual and collective well being of all staff. It is agreed that service requirements fluctuate and are reviewed on an ongoing basis with the goal of achieving an equitable and reasonable distribution of work.

2. **Assignment of Cases**

The Society undertakes to utilize a variety of methods in an ongoing effort to effectively manage work and to promote the equitable and reasonable distribution of work. Factors to be taken into consideration prior to assigning cases may include and are not limited to the following:

- number of cases before the court
- e number of designated high risk cases
- e number of supervised access visits
- amount of driving time required
- e linguistic skills required to service the cases
- status of all cases (eg. number pending closure/transfer)
- team coverage capacity
- leaves of absence, including vacation and sick leave
- complexity of cases affecting service needs
- e assigned committee work/field instruction
- e implementation of new technology and systems
- participation in joint committee work and dispute resolution
- e coaching and mentoring of new staff
- requirement to attend or present at training sessions
- e high profile and/or contentious cases

3. Management and Review of Work

The Society recognizes the importance of reviewing the capacity of the organization to meet and plan for changing service requirements. This organizational analysis will include and not be limited to the following factors:

- Society's mission and vision
- strategic priorities
- caseload activity for individual employees, teams and departments
- actual and projected service volumes
- results of environmental scans
- issues related to organizational wellness
- organizational analysis of capacity
- ability of the Society to meet standards and Ministry directives

The results of this analysis in addition to any recommendations or actions taken related to staffing and caseload assignment will be discussed at the Joint Consultation Committee.

4. Joint Consultation Committee

Work management issues will be discussed as a standing agenda item at the Joint Consultation Committee. The meetings of the Joint Consultation Committee will be scheduled in accordance with the terms and conditions of the Collective Agreement.

5. Workload Committee

A committee will be formed for the purpose of reviewing ongoing work management issues in Child Protection Services and Child and Youth Care Services.

The Joint Workload Committee will be comprised of three (3) representatives from OPSEU and three (3) representatives from the Society's management.

The Committee will meet every month and shall be co-chaired by a management and union representative.

The Workload Committee will operate according to the Terms of Reference established for the Committee and will make recommendations on the following to the Administrative Committee:

- alternate models for work;
- differential use of staff; and
- reviewing work management issues, including but not limited to, the hiring of more workers to reduce average caseloads.

6. **Individual Assessment**

During the course of regular supervision, the Supervisor undertakes to review the work assignments of each of her employees. If the Supervisor concludes that an individual worker's assignments are approaching unmanageable levels or if the worker requests a review of their caseload assignment at any time, an assessment will be conducted by the Supervisor.

Following a meeting with the supervisor and the employee, a decision will be made at the Supervisory level within ten (10) working days from the initiation of the review of the work assignments.

Issues of workload not resolved between the employee and his/her immediate Supervisor can be referred to the appropriate Manager and the Director of Services for review by either party. The worker may request union representation at any time during this process.

Remedies to be taken into consideration following the above-noted work review(s) could include and are not limited to:

- redirecting cases
- protecting recording time
- o deploying of additional staff (on a temporary or permanent basis)
- training
- e performance counseling
- other remedies as appropriate

7. **Caseload Ranges**

It is the goal of the Society to achieve the following caseload ranges:

- Intake 8-15 (monthly avg. open cases)
(Excludes below the line cases)
- o Ongoing 16-20 (active cases)
- e Child In Care 16-20 (active cases)

An active case does not include a case slated for closing or transfer beyond sixty (60) days after having been identified as such by the supervisor.

The designated caseload ranges will be subject to discussion at the Workload Committee in the event that the model for providing service is amended.

This letter of agreement is subject to renewal at the expiration of the Collective Agreement.

Signed at Ottawa this _____ day of _____, 2009.

For the Union


For the Society

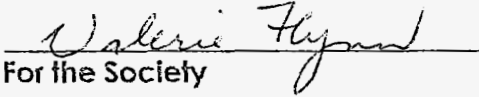
LETTER OF UNDERSTANDING

BULLYING

Effective within six (6) months of the ratification of this Collective Agreement, bullying will be tabled with the Joint Consultation committee for policy and training development.

Signed at Ottawa this 24 day of June ²⁰¹⁰~~2009~~


For the Union


For the Society

