

SOURCE	Camp
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NOMBRE D'EMPLOYÉS	JF

AGREEMENT

**THE CHILDREN'S SAID SOCIETY OF THE
NIAGARA REGION**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2328**

May 30, 1998 to June 30, 2000

DECLINÉ
NOV 12 1998

(1936(01))

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MEMORANDUM OF SETTLEMENT

Between:

The Children's Aid Society of the **Niagara** Region
(hereinafter referred to as FACS)

and

The Canadian Union of Public Employees, Local **2328**
(hereinafter referred to as the Union)

The undersigned representatives of the parties hereby agree to unanimously recommend the following terms of settlement of a renewal agreement to their respective principals:

1. The agreement will be effective date of receipt of written notice of ratification unless otherwise provided for in this memorandum of settlement and will continue in effect until June 30, 2000.

2. The agreement shall be in the form of a collective agreement attached hereto subject to the following changes or clarification.
 - a) Article 37.5 is suspended in its entirety during the term of the renewal agreement.

 - b) For the effective duration of this renewal agreement the following Article (37.6) is added to the collective agreement.

37.6 There shall be no economic adjustments to any employees either by way of general wage increase or incremental increase for the effective duration of this renewal agreement, except as provided as follows:

 - (i) Effective July 1, 1998, each employee on the Social Work Salary Grid contained in Schedule "A" will have their current salary (as at June 30, 1998) increased to the salary at the next Step on the grid within their classification.

ii) Effective July 1, 1998, each employee on the Staff Salary Range contained in Schedule "A" will receive an increase of 3% to their current salary (as at June 30, 1998), and the new Staff Salary Range shall be as listed in Schedule "A".

iii) Effective July 1, 1999, each employee on the Social Work Salary Grid contained in Schedule "A" will have their current salary (as at June 30, 1999) increased to the salary at the next Step on the grid within their classification.

iv) Effective July 1, 1999, each employee on the Staff Salary Range contained in Schedule "A" will receive an increase of 3% to their current salary (as at June 30, 1999), and the new Staff Salary Range shall be as listed in Schedule "A".

3. All other matters are hereby withdrawn.

Dated at St. Catharines, Ontario, this 31th day of March, 1998.

For the Union

Nicola Jones
Maureen Kelly
R. V. Allen
Marie Starnic
Donna Lee

For FACS

Brian T. Arnold
Phillip
K. Neal
Green & Smith
M. A. Matthews

MEMORANDUM OF SETTLEMENT
(Addendum)

Between:

The Children's Aid Society of the Niagara Region
(hereinafter referred to as FACS)

and

The Canadian Union of Public Employees, Local 2328
(hereinafter referred to as the Union)

The undersigned representatives of the parties agree to add the following paragraph to the Memorandum of Settlement signed by the parties dated March 31, 1998, and they agree to unanimously recommend this addendum to their respective principals, along with the terms of settlement of the renewal agreement as set out in the Memorandum dated March 31, 1998:

2.1 The parties agree to the following changes to the Employer's Benefit Plans (as listed in Article 40.0(a) of the collective agreement) effective July 1, 1998:

Item II Liberty Health Semi-Private Hospital Supplement

- (i) Semi-private hospitalization coverage will be suspended for the life of this collective agreement

Dated at St. Catharines, Ontario, this 31st day of March, 1998.

For the Union

Nicola Jones
Doreen Kessig
K. V. Allen
Innie Davimur
David Lee

For FACS

Brent Almond
B. Almond
D. Almond
Daren L. Almond
D. Almond

THIS AGREEMENT signed
BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION
(hereinafter referred to as the "Employer")

· and ·

THE CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 2328
(hereinafter referred to as the "Union")

WITNESSETH THAT

ARTICLE 1 - PURPOSE OF THE AGREEMENT

- 1.0** Whereas, it is the desire of the Employer and the Union to promote efficient service to the public in accordance with the Child and Family Services Act, as amended from time to time, both Parties agree that for such purposes, it is essential to maintain harmonious relations between the Employer and its employees, and to promote the morale, well-being and security of all employees represented by the Union; to provide procedures for the prompt and equitable disposition of grievances, and to establish and maintain through the promotion of joint discussion and negotiation, mutually satisfactory working conditions, hours of work, and wages for all employees who are subject to the provisions of this Agreement. It is recognized by this Agreement to be the duty of the Employer and its employees to co-operate fully, individually and collectively for the advancement of the said conditions.

ARTICLE 2 - RECOGNITION

- 2.0** The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Children's Aid Society of the Niagara Region in the Regional Municipality of Niagara, save and except contract employees, Supervisors, persons above the rank of Supervisor, Branch Managers, the Director of Family Service Operations, the Director of Community Support Services, the Public Relations Coordinator, the Director of Finance, the Director of Human Resources, Coordinators of the Regional Adolescent Centre, Coordinators of Nursery Schools, two (2) Counsel, the Property Manager, the Co-ordinator of Technical Services, the Training Co-ordinator, the Executive Assistant, the Administrative Assistant to the Director of Finance, the Administrative Assistant to the Director of Human Resources, the Administrative Assistant to the Public Relations Coordinator, the Administrative Assistant to the Director of Family Service Operations, the Administrative Assistant to the Director of Community Support Services, the Financial Coordinator, the Payroll/Benefits Officer, persons regularly employed for

not more than twenty-four (24) hours per week, students employed during the school vacation and contract employees.

- 2.1 The word "employee" or "employees" in this Agreement, unless clearly specified as otherwise, shall mean the employees of the Employer for whom the Union is the bargaining unit as set out in Section 2.0.
- 2.2 Employees shall be defined in this Agreement in the following categories:
 - (a) Regular, full time employees are employees who work regularly more than twenty-four (24) hours per week; For the purposes of this agreement the After Hours Services is excluded from hours worked.
 - (b) Temporary employees are employees who are employed for relief purposes of up to twelve (12) continuous months, provided that no temporary employee shall be employed while any regular employee is on lay off or short time and who is capable of and available to perform the work. If mutually agreed, the time limit of a temporary employee may be extended beyond such twelve (12) months mentioned above.
- 2.3 No employee shall be required or permitted to make any written or verbal Agreement with the Employer or its representatives which conflicts with the terms of this Agreement.
- 2.4 The Employer agrees that students and volunteers will not in any way displace regular employees during normal hours of work, nor will they be retained in preference to regular employees who normally perform the work.
- 2.5 Employees not covered by the terms of this Agreement other than students and Supervisors carrying a few cases for professional development, will not work on jobs which are normally done by employees covered by this Agreement, except for the purpose of instruction, experimenting or in emergencies where regular employees are not available.

ARTICLE 3 - NON DISCRIMINATION

- 3.0 The Employer and the Union agree that there shall be no discrimination with respect to any employee by reason of age, marital status, sex, race, colour, ethnic origin, political philosophy, membership in political organizations or parties, creed, or lack of creed, nor by reason of membership or activity in the Union.
- 3.1 The Employer recognizes that all references to the term spouse or partner shall be defined as an employee who has a married or common law relationship. This definition shall apply to all articles of this agreement including but not restricted to Article 29 and 32 of this Collective Agreement.

ARTICLE 4 - UNION SECURITY

- 4.0 Each employee who is presently a member of the Union shall remain a member in **good** standing, according to the constitution and by-laws of the Union, as a condition of continued employment.
- 4.1 Any employee who is not a member as at the date of the signing of this Agreement may become a member and then shall as a condition of their continued employment, remain a member in good standing.
- 4.2 Any new employee hired after the date of the signing of this Agreement may become and then shall remain a member in good standing of the Union with the payment of dues to commence with the first pay in the month after thirty (30) days of service.

ARTICLE 5 - CHECK OFF OF UNION DUES

- 5.0 The Employer agrees to deduct from each employee covered by this Agreement after thirty (30) days of service, an amount of money equivalent **to** such Union dues for that month as are uniformly levied on all members of the Union, in accordance with the constitution and by-laws of the Union, and **to** transmit regularly the second Friday following the first pay in the month, the full amounts of such deductions **to** the Treasurer of the Union. The Employer shall send with each transmission, a list of employees from whom such deductions were made, stating their **gross** monthly salary and the amount of dues collected.
- 5.1 Such deductions will be made only after any and all other claims against the employee's pay have been satisfied.
- 5.2 The Treasurer of the Union shall inform the Employer of the amount of such dues to be deducted.
- 5.3 The Employer agrees to show on an employee's T4 Income Tax Statement for the calendar year, the amount of Union dues paid by the employee for such year.

ARTICLE 6 - EMPLOYEE INFORMATION

- 6.0 The Employer agrees to supply to the Secretary of the Union twice each year, the name, address, classification and **salary** of each employee.
- 6.1 The Employer shall provide each employee with a copy of the Collective Agreement within sixty (60) days of the signing of this Agreement.
- 6.2 The Employer will provide **to** each new employee a copy of the Collective Agreement upon commencement of employment, and will allow each new employee to meet with the Union representative for a thirty (30) minute period to discuss Union matters during working hours during their first week of employment. The

employer shall provide the names of the all new employees to the Recording Secretary of the Union within five (5) working days of their start date.

ARTICLE 7 - MANAGEMENT RIGHTS

- 7.0 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, direct, transfer, lay-off, promote;
 - (c) discharge, demote or suspend or otherwise discipline employees for just cause provided that a claim by an employee that they have been dealt with, without just cause, shall be dealt with under the grievance and arbitration procedures provided for herein;
 - (d) generally to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its offices or places of employment, the methods, processes and means of performing the various functions are the right and responsibility of the Employer except as specifically limited by the expressed provision of this Agreement.
- 7.1 The Employer has the right to make and alter from time to time, reasonable rules and regulations to be observed by the employees, provided that no change shall be made by the Employer in such rules and regulations without prior notice to and discussion with the Executive Committee of the Union.
- 7.2 During the life of this Agreement the Employer may increase or decrease the number of departments. Discussions with the Union shall be undertaken to ensure that all alternatives have been considered before any decision is made.
- 7.3 The Employer agrees that these functions in Article 7 will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Employer has exercised these rights in a manner inconsistent with any of the provisions of this Agreement, may be a subject of a grievance.

ARTICLE 8 - UNION REPRESENTATION

- 8.0 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without prior authorization of the Union. In order that this may be carried out, the Union shall notify the Employer in writing of the names of its officers.
- 8.1 The Employer acknowledges the right of the Union to elect or otherwise select an Executive Committee, a Grievance Committee and a Negotiating Committee.

- 8.2 The Employer agrees to recognize the following representatives of the Union:
- (a) an Executive Committee composed of the President, Vice-president, Secretary, Treasurer, and Chief Steward or their designates and one additional employee whose duties shall be to handle Union business and act as liaison between the Union and the Employer on any matters of concern to the Parties, save and except grievances which may arise;
 - (b) a Grievance Committee composed of the Chief Steward, the Steward concerned with the grievance and the President of the Union or their representative;
 - (c) six Stewards, two of which will represent the St. Catharines office, one from each other office including the Regional Adolescent Centre; and Nursery Schools.
 - (d) a Negotiating Committee composed of the Negotiation Chairman and three (3) other Union representatives.
- 8.3 All committee members shall have completed probation.
- 8.4 Meetings between the Employer and the Union shall be held at times mutually agreeable to both Parties. A statement outlining the matters for discussion will be submitted by each Party not less than five (5) working days prior to the time of the scheduled meeting, except in the case of an emergency.
- 8.5 At any meeting with the Employer to negotiate amendments to, or a new Collective Agreement, the Union may have present the Negotiating Committee referred to in Section 8.2(d), a national representative of the Canadian Union of Public Employees, and the presence of any additional employee must first be approved by the Employer.

ARTICLE 9 - TIME OFF FOR REPRESENTATIVES

- 9.0 A member of the Grievance Committee will be given time off without loss of regular pay to investigate complaints of fellow workers and to attend meetings with Management to discuss grievances.
- 9.1 Where meetings involve employees and the Employer, employees will be considered as being on duty and entitled to all remuneration for on duty status, for such hours lost during regular working hours, up to but not including meetings at arbitration hearings or under a Conciliation Officer of the Ministry of Labour of Ontario.
- 9.2 The Executive Committee, of the Union, Grievance Committee Members and Negotiating Committee Members have regular duties to perform on behalf of the Employer. No such employee will absent himself from their regular duties unreasonably in order to deal with grievances or other Union business; nor will they

leave their regular duties prior to receiving permission from their Supervisor. Such permission to leave will not be unreasonably withheld. Each such Committee Member shall report back to their Supervisor when returning to their regular duties.

- 9.3 The President of the Union or their designates shall be allowed to spend up to three (3) days per month during working hours without pay for the purpose of conducting Union *business*. Requests for such time off shall be made to the Director of Human Resources and shall not be unreasonably denied, consistent with service requirements of the Employer, and provided that any overtime required to meet such service needs because of such time off, shall be compensated by the Employer as part of the normal work week. The Union shall reimburse the Employer for all pay and benefits during the period of absence.

ARTICLE 10 - USE OF EMPLOYER FACILITIES

- 10.0 The Union will be allowed to hold meetings on the Employer's premises provided such meetings are outside working hours and permission for such meetings is first obtained from the Director or their representative. The Director reserves the right to limit the **use** of the said premises.
- 10.1 The Employer will provide a separate bulletin board in each Employer location for notices pertaining to elections, appointments, meeting dates, news items and social and recreational affairs. All such bulletins must first be approved by the Director of Human Resources before being posted. Such approval will not be unreasonably withheld.
- 10.2 The Employer shall allow the Union reasonable office space for the storage of documents, files and correspondence necessary for performing the various functions of the Union. The Employer shall not be liable for theft or damage to Union property stored on the Employer's premises.
- 10.3 The Union shall be allowed to **use** agency communications systems for the exchange of correspondence between members of its Executive Board and various representatives. Any expenses incurred in this regard will be borne by the Union.

ARTICLE 11 - EMPLOYEE RESPONSIBILITIES

- 11.0 Each employee covered by this Agreement will have with Management the responsibility of carrying out the policy of the Employer to provide efficient and effective service to the public related to child welfare as directed by the Child and Family Services Act, as amended from time to time. It is understood and has been accepted that the Employer both desires and values the input and suggestions made by any employee in the service areas. In accordance with this, there shall be the following:

(a) **Consultation Committees**

- (i) There may be a regularly scheduled monthly meeting between the Union President and the Director, if required by either party. A record will be kept of any agreements reached in those meetings.
- (ii) There may be a regularly scheduled meeting every month between the Executive Committee of the Union and the Director of Human Resources and any other person so designated by the Director from time to time, if required by either party. An outline of all conclusions reached in all meetings will be prepared by the Employer representatives with a copy to be submitted to the Secretary of the Union within five (5) working days of the meeting.

(b) **Employee Representation at Meetings of the Board of Directors**

Two (2) members of the Union will be chosen by the Union and will be entitled to:

- (i) attend all regular Board meetings as observers;
- (ii) receive notices and minutes to open Board meetings if practical at least one (1) week in advance of all regular Board meetings;
- (iii) receive the same agenda material relating to regular Board meetings on the same basis as do the Board Members.

11.1 The term "regular Board Meetings" where used above shall apply only to those meetings or portions of meetings, the agenda of which is classified "public", that is, open to the public and newspaper reporters.

11.2 For the Committee Members mentioned in Section 11.0 above, and for each employee required by the Employer to attend any such meetings referred to in this Article 11, mileage expenses will be paid by the Employer in accordance with Article 39.

ARTICLE 12 - NO STRIKE, NO LOCK OUT

12.0 During the lifetime of this Agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lock out. The definition of the words "strike" and "lock out" shall be as set forth in the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.0 It is the mutual desire of the parties that a complaint of an employee shall be resolved

as promptly as possible. It is understood that an employee has no grievance until they have first discussed their complaint with their immediate Supervisor without satisfaction. The employee may, if they wish, be accompanied by the Chief Steward of the Union or their Steward. Should any difference arise between the Employer and any employee from the interpretation, application, administration or alleged violation of the provisions of this Agreement, an earnest effort shall be made to settle such differences without undue delay in the following manner.

13.1 Step 1

In the first instance, an employee shall take up any such grievance in writing directly with their immediate Supervisor, within seven (7) working days of the event upon which the grievance is based. The grievance shall specify the facts and section or sections claimed to be violated or relied upon. The immediate Supervisor shall arrange for the presence of the Steward concerned. The Supervisor will give their decision in writing within two (2) working days.

13.2 Step 2

If not then settled in Step 1, the grievance may within a further three (3) working days be submitted in writing to the employee's Service Director or in the case of Welland or Niagara Falls staff to the Branch Manager. The Service Director or Branch Manager shall investigate the grievance and may discuss it with the employee or employees involved with the Steward who has signed the grievance in attendance at such discussion and/or the Chief Steward. The Service Director or Branch Manager shall give their decision in writing to such Steward within a further three (3) working days following receipt of the grievance.

13.3 Step 3

If not then settled in Step 2, the grievance may, within three (3) working days, be submitted in writing to the Director or their representative. The Grievance Committee and a national representative of the Canadian Union of Public Employees, if the Committee so wishes, shall be given an opportunity to discuss the grievance with the Director or their representative within five (5) working days of submission of the grievance. The Director or their representative shall give their decision in writing within five (5) working days of the discussion. The decision in Step 3 shall specify the facts and reasons upon which the decision is based.

- 13.4**
- (a) In determining the time within which any action is to be taken under the Grievance and Arbitration Procedure as set out in Articles 13, 14 and 15, weekends and designated holidays shall be excluded.
 - (b) When grievances are submitted by mail, the date of presentation shall be the letter's postmark.

- (c) All time limits provided for in Articles **13, 14** and **15** can be extended by mutual consent.
- (d) A grievance shall be deemed abandoned if it is not presented within the stipulated times.
- (e) At any stage of the Grievance Procedure, including Arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses.
- (f) For all the above steps where the grievance relates to a job posting "Supervisor" shall mean the Supervisor or Director of Service where the vacancy exists.

ARTICLE 14 - POLICY GRIEVANCES

- 14.0** It is understood that the Employer may submit to the Union's Executive Committee any complaint with respect to the conduct of Union officers, Committee Members, stewards or members concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, and if such complaint by the Employer is not settled satisfactorily, it may be treated as a policy grievance and referred to Arbitration in the same manner as a policy grievance of the Union.
- 14.1** Similarly, the Union shall have the right to process a policy grievance which could not otherwise be processed by individual employees and which deals with any difference which arises between the Parties from the interpretation, application, administration or alleged violation of the provisions of this Agreement.
- 14.2** All policy grievances shall be tiled within thirty (30) working days of the circumstances giving rise, or when the union becomes aware.

ARTICLE 15 - ARBITRATION

- 15.0** Both Parties to this Agreement agree that any dispute or grievance which has been properly ~~carried~~ through all steps of the Grievance Procedure as outlined in Articles **13 and 14** and which has not been settled will, at the written request of either of the Parties, be referred to a Board of Arbitration, at any time within twenty (**20**) working days thereafter, but not later.
- 15.1** When either party requests that any matter be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within five (**5**) working days thereafter the other party shall nominate an arbitrator; provided, however, that if such party fails to nominate an arbitrator as herein required, the Ministry of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated shall

attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint an impartial chairman.

- 15.2 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 15.3 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 15.4 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, not to alter, modify, add to, or amend any part of this Agreement.
- 15.5 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.
- 15.6 Each of the parties hereto will bear the expense of the arbitrator appointed by it and the parties will share equally the expenses, if any, of the chairman of the Arbitration Board.
- 15.7 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 37(5a) of the Labour Relations Act.
- 15.8 Upon agreement by both parties, the procedure for appointing a single arbitrator under Section 45 of the Ontario Labour Relations Act, may also be used in settling cases of arbitration.

ARTICLE 16 - DISCHARGE AND DISCIPLINE

- 16.0 When the Employer deems it necessary to discipline an employee in a manner indicating that dismissal or suspension may follow, the Employer shall within five (5) working days thereafter give written particulars of such discipline to the employee involved. A copy of this written document will be given to the Secretary of the Union by the Employer.
- 16.1 When an employee is discharged or suspended, the Employer will notify the employee concerned no later than two (2) working days after discharge or suspension, in writing, of the reason for the discharge or suspension. At the request of the employee, which must be no later than three (3) working days after receipt of

the above mentioned discharge or suspension notice, a copy of this written document will be given to the Secretary of the Union by the Employer.

16.2 (a) **Discharge or Suspension Grievance**

A claim by an employee other than a probationary employee that has been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director or their representative at Step 3 within three (3) working days after the discharge or suspension, or within three (3) working days after the Union has been notified, whichever is the later.

(b) Such grievance may be settled by:

- (i) confirming the Employer'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 or by the Arbitrator.

16.3 Any disciplinary notation in writing shall be removed from an employee's record after twelve (12) months in which they have not received any disciplinary warning or suspension. The employer will confirm in writing the removal of the disciplinary notation with the employee.

ARTICLE 17 - PROBATIONARY PERIOD

17.0 All regular full time employees shall be placed on a seniority list, as of the date of hire after a probationary period of six (6) months worked. A probationary employee will be advised regarding their progress in writing after three (3) months. The probationary period may be extended only in cases where the probationary employee has been on authorized leave during such period.

17.1 Until the employee is placed on this list, they shall be known as a probationary employee who may not grieve regarding discharge provided that, at the request of the Union, such discharge will be discussed at a meeting as provided in Section 8.4.

17.2 An employee shall be notified in writing that they have completed their probationary period. If no written notice is received, it shall be assumed that the employee has completed their probationary period and has acquired seniority.

ARTICLE 18 - SENIORITY

- 18.0 For the purpose of this Agreement, Seniority shall mean length of service since the last date of hire in a bargaining unit position with the Employer and/or its predecessor agencies.
- 18.1 (a) The Employer shall prepare two (2) Seniority Lists, one for regular employees, and one for temporary employees.
- (b) Seniority Lists will be revised every six (6) months, a copy of the lists will be posted in each office and Regional Adolescent Centre and a copy given to the Union Secretary at the same time. If any employee does not challenge the position of their name on the Seniority List within the first five (5) working days from the date their name first appears on a Seniority List, provided they are at work when the list is posted, they shall be deemed to have a proper seniority standing. In the event the employee is not at work, they must object to their seniority standing within five (5) working days from the date they return to work.
- (c) At any time during working hours, up-to-date seniority information shall be available to the Union President or their representative, upon reasonable application to the proper administration office.
- 18.2 (a) In no case shall a temporary employee exercise seniority against a regular full time employee, but if a vacancy for a regular position is not filled by a present regular full time employee, a temporary employee who applies for the vacancy shall be considered along with outside applicants.
- (b) Where a temporary or part time employee is transferred to the full time Seniority List, the employee shall bring with them to the full time Seniority List, all seniority on a pro rata basis in accordance with time worked to full time employment.
- 18.3 **Promotions, Demotions and Transfers**
- (a) In promotions, demotions and transfers, the following factors shall be considered:
- (i) length of continuous service;
- (ii) knowledge, qualifications and ability to do the normal requirements of the job;
- and when factor (ii) is relatively equal in the judgment of the Employer, factor (i) shall govern.

- (b) If an employee believes that a proper evaluation of factors in (ii) with respect to their qualifications has not been made, they may file a grievance under the procedures of Article 13 claiming that the Employer acted in an arbitrary, unfair or discriminatory manner.

ARTICLE 19 - LOSS OF SENIORITY

19.0 An employee shall only lose their seniority and shall be considered terminated for the following reasons:

- (a) if an employee resigns;
- (b) after twenty four **(24)** consecutive months of lay off;
- (c) if an employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (d) if an employee has been absent for five **(5)** consecutive working days without being granted a leave of absence in accordance with sub-section **27.1** (b);
- (e) if an employee is laid off and fails to return to work within five **(5)** working days after being notified of recall by registered mail to their last known address on the agency's records to report for work and does not give a satisfactory reason;
- (f) if an employee overstays a leave of absence, granted by the Employer in writing, and does not secure an extension of such leave or provide a reason satisfactory to the Employer for the overstaying of such leave;
- (g) upon the date of retirement.

ARTICLE 20 - JOB POSTING

20.0 No qualifications shall be set by the Employer for any job unless the qualifications are reasonable and necessary for the performance of that job.

20.1 The Employer shall be free to temporarily fill a vacancy during the posting period by appointing a qualified person according to Section **18.3**.

20.2 The employer shall notify all laid off employees by mail of all job postings in the bargaining unit. Notice of all vacancies, reclassification or new positions created within the bargaining unit shall:

- (a) include the nature of the position, the knowledge and education required for

(the position, the qualifications, ability and skills required and the salary rate;

- (b) **be** posted for a period of five (5) working days upon the employee notice boards and employees shall have the opportunity to apply for any such vacancies. Employees **must** apply in writing. Employees must apply no later than the fifth day of posting. When a secondary vacancy occurs due to the transfer of an employee into the original posted vacancy, it shall be posted for four (4) working days. One subsequent vacancy due to the transfer of an employee into the secondary vacancy will **be** posted for two (2) working days and no posting thereafter. The employer shall notify all laid off employees by mail of all job postings in the bargaining unit.
 - (c) once the requisites of Article 20.2(b) have been met, the final vacant position will **be** offered to the most senior qualified employee on layoff within that job classification. If that employee refuses that vacant position the next most senior qualified employee on layoff within that job classification will be offered the vacant position. **This** process will continue through the list of qualified laid off employees, within that job classification, until the vacant position has been filled. If no qualified laid off employee in that classification accepts the position, the employer may fill the position from outside of the bargaining unit.
- 20.3
- (a) Appointments from within the bargaining unit shall **be** made within twenty (20) working days of the original notice.
 - (b) The Employer agrees not to refer prospective new employees to a hiring supervisor until all internal applications have been fully processed.
 - (c) Upon the filling of a posted job, the Employer shall post the name and seniority status of the successful applicant.
 - (d) Any employee applying for a vacancy filled by a person with less seniority may request and shall receive in writing reasons why they did not get the job. Any such request shall be made within three (3) working days of the filling of the vacancy and the answer shall be given within three (3) working days of the making of the request.
 - (e) New employees and successful applicants for job postings may apply but need not be considered for another job posting for a period of twelve (12) months from date of hire or from the date they became the successful job applicant.
 - (f) The employer will give the union a list of bargaining unit members applying for each posting.



- 20.4 The Secretary of the Union shall be notified in writing of all appointments, hirings, lay offs, transfers, recalls, terminations and of employees filling in on a temporary full-time basis.
- 20.5 No employee shall be transferred to a position outside the bargaining unit without their written consent. They shall retain the seniority previously acquired in the bargaining unit at the time of such transfer for up to six (6) months after transfer. This may be extended to a maximum of twelve (12) months with the written agreement of the union.
- 20.6 In Article 20, "vacancies" shall mean those of a long term nature such as arise through quits, new jobs, extended illness or leave of absence of over twelve (12) months.

ARTICLE 21 - TERMINATION, LAY OFF AND RECALL

- 21.0 Both Parties recognize that job security should increase in proportion to length of service.
- 21.1 When lay offs are necessary, employees shall be laid off in the following order and recalled in reverse order:
 - (a) temporary employees;
 - (b) full time employees.
- 21.2 Employees may exercise displacement rights against the least senior employee in their seniority group.
- 21.3 For purposes of this Article the following shall constitute seniority groups:

Social Workers	Office Services
Child Care Workers	Courier and Maintenance
RAC Night Duty Workers	RAC Housekeepers
Nursery School Teacher/Supervisors	Nursery School Program Assistants
Coordinators of Volunteer Services	
- 21.4
 - (a) Employees on layoff can exercise recall rights for a period of 24 consecutive months from their date of layoff.
 - (b) Lay off and recall shall be subject to the following:
 - on a group seniority basis providing the remaining employees have, in the opinion of the Employer, which shall not be unreasonably exercised, the necessary qualifications and ability to perform the available work.
 - (c) Where a lay off is necessary, the Employer shall meet with the Union to

discuss the effect of such reduction on the level of services required and the classification levels of affected staff and hear any representations of the Union.

- (d) Recall shall ~~be~~ in reverse order of seniority provided the employees with recall rights have, in the opinion of the Employer, which shall not be unreasonably exercised, the necessary qualifications and ability to ~~perform~~ the available work.
 - (e) The employer shall notify by mail, all laid off employees of all job postings in the bargaining unit.
- 21.5 The Employer shall then advise the Union of those employees affected who may then exercise displacement rights against the employees within the respective seniority group providing the remaining employees have, in the opinion of the Employer, the necessary qualifications and ability to ~~perform~~ the available work. If an employee chooses not to exercise displacement rights, that employee will be laid off subject to the provisions of Section 21.4.
- 21.6 No vacancy shall be posted under Section 20 until all former employees displaced or laid off as a result of a reduction of staff have been offered employment, subject to the provisions of Section 18.3 (a) (i). No new employee will be hired until those laid off have been given an opportunity of re-employment. Employees on layoff with recall rights may apply for any job posting within their classification.
- 21.7 The Employer will notify all employees on the seniority lists of a pending lay off as soon as practical after notice to the Union as follows:
- All employees with more than six (6) months' service but less than four (4) years' service shall receive four (4) weeks' notice prior to layoff or payment in lieu of notice.
- All employees with more than four (4) years' service shall receive one (1) weeks' notice for each year up to a maximum of eight (8) weeks' notice prior to a layoff or payment in lieu of notice.
- 21.8 Grievances concerning lay offs due to a reduction in the working force will ~~be~~ initiated at Step 3 of the Grievance Procedure.
- 21.9 Should an employee grieve their lay off ~~or~~ recall as set out in sub-section 21.3 (b) and (d) and should ~~the~~ outcome of the grievance rule in the favour of the employee, they shall be reinstated with full compensation of wages and benefits for time lost.
- 21.10 Notwithstanding any other provision in this agreement, articles 21.0 to 21.9, inclusive, do not apply to a layoff of Nursery School employees when the Employer is unable to ~~operate~~ the Nursery School because of a labour dispute, loss of license,

temporary or permanent closure, Act of God, or other emergency at the Nursery School premises. When such a layoff occurs, the Employer will promptly take all reasonable steps to obtain a license under the Day Nurseries Act to operate the affected Nursery School at an alternate location.

- 21.11 Employment of an employee on probation may be terminated by one (1) weeks' notice in writing or payment in lieu of such notice being worked out.
- 21.12 (a) Each permanent Social Worker, Child Care Worker, Night Duty Worker (**Regional** Adolescent Centre), Coordinator of Volunteer Services, Nursery School Teacher, Nursery School Supervisor and Nursery School Program Assistants will give one (1) month's notice in writing of termination of employment unless there are exceptional circumstances, in which case the Director may, at their option, accept a written notice of termination that is less than ~~one~~ (1) month. The Director may at their option, make payment in lieu of all or part of such notice being worked out.
- (b) Each permanent employee other than Social Workers, Child Care Workers, Night Duty Workers (Regional Adolescent Centre), Coordinator of Volunteer Services, Nursery School Teacher, Nursery School Supervisors and Nursery School Program Assistants will give at least two (2) weeks' notice in writing of termination of employment unless there are exceptional circumstances, in which case the Director may, at their option, accept a written notice of termination that is less than one (1) month. The Director may at their option, make payment in lieu of all or part of such notice being worked out.
- (c) Any part of a vacation period shall not be considered part of the notice to the Employer as mentioned in paragraphs (a) and (b) of this Section.
- (d) Any employee still on probation may terminate employment with one (1) week's notice in writing.
- 21.13 **The** date of mandatory retirement for an employee shall be the last day of the month in which the employee turns sixty-five (65) years of age.
- 21.14 **Benefits Payable at Termination of Employment**
- (a) Vacation pay: as per Article 36 where it applies providing the employee has given notice pursuant to Article 21.11. Where such notice is not given, the employer may limit payment in the amount required under the Employment Standards Act.
- (b) sick leave gratuity: as per Section 42.1 where it applies;
- (c) pension benefits: as set out in the following plans:

- (i) Canada Pension Plan;
- (ii) Ontario Municipal Employees Retirement System.

ARTICLE 22 - HOURS OF WORK FOR ALL EMPLOYEES EXCEPT REGIONAL ADOLESCENT CENTRE EMPLOYEES

- 22.0 (a) The normal work week for **all** employees save and except those employees covered in Article 23, the Courier Maintenance employees, and Nursery School employees, shall consist of five (5) six and three-quarter (6-3/4) hour days from Monday to Friday inclusive, for a total of thirty-three and three-quarter (33-3/4) hours per week.
- (b) The hours of work for the Courier-Maintenance employees will be **7:30** a.m. to **4:30** p.m., September until June, inclusive. The hours of work for July and August will be 7:00 a.m. - **4:00** p.m.
- (c) The Nursery School employees will follow the normal elementary school calendar from Septemberto June inclusive. During the weeks of operation there normally will be two shifts daily subject to Article 22.5:
 - 8:30** a.m. to **4:30** p.m.
 - 9:00** a.m. to **5:00** p.m.
for a normal work week of thirty-five (35) hours, other than Program Assistants whose normal work week is twenty seven and one half (27.50) hours per week.
- (d) Flexible working hours may be arranged with the approval of the Employer.
- 22.1 (a) The Employer's offices will **be** open from **8:30** a.m. to **4:30** p.m. Monday to Friday inclusive, save and except for the period of July and up to and including the Friday before Labour Day, when the hours will be from **8:30** a.m. to **4:00** p.m.
- (b) The Employer's offices may be open evenings. These evening hours are only to accommodate prearranged evening appointments.
- 22.2 Employees shall be allowed one (1) hour and fifteen (15) minutes for lunch each day, except in the months of July and August when the lunch period shall be one (1) hour. The Courier-Maintenance employees will be allowed one (1) hour for lunch each day.
- 22.3 Employees shall be allowed one (1) fifteen (15) minute break in the morning and afternoon of each normal day, save and except the months of July and August when there will be one (1) fifteen (15) minute **break** in the morning only.

22.4 No employee shall be scheduled to work a split shift except for emergency situations.

22.5 The Employer does not guarantee these standard hours of work but before any change is made, or new or different shifts are established, there will be prior notice to and discussion with the Union, with as much prior notice as possible.

ARTICLE 23 - HOURS OF WORK FOR REGIONAL ADOLESCENT CENTRE EMPLOYEES

23.0 The Regional Adolescent Centre shall be open twenty-four (24) hours per day and shall operate on three (3) shift schedules of eight (8) hours each for seven (7) days in the week.

(a) The shift hours for the Regional Adolescent Centre employees, with the exception of the Housekeeper, will occur within the following hours for the week of June 15 through to the week of September 15.

Day Shift	7:00 a.m. - 4:00 p.m.
Evening Shift	3:00 p.m. - 12:00 p.m.
Night Shift	midnight 11:00 p.m. - 8:00 a.m.

(b) The shift hours for the Regional Adolescent Centre employees, with the exception of the Housekeeper, will occur within the following hours for the week of September 15 through to the week of June 15.

Day Shift	7:00 a.m. - 3:00 p.m.
Evening Shift	3:00 p.m. - 11:00 p.m.
Night Shift	11:00 p.m. - 7:00 a.m.

(c) ~~The~~ normal work week for the Housekeeper will be five (5) shifts of eight (E) hours each, forty (40) hours per week.

23.1 The normal work week shall be five (5) shifts of eight (8) hours each, forty (40) hours per week, averaged over a two (2) week period.

23.2 (a) Shift schedules will be posted three (3) weeks in advance of implementation.

(b) Employees shall not be permitted to change shifts once scheduled without prior permission from the Employer. Requests for such change shall be made at least twenty four (24) hours prior to such change being made. Permission for change shall not be unreasonably withheld.

(c) The Employer will endeavour to schedule shifts as evenly as is possible

governed by the efficient operation of the Regional Adolescent Centre.

- 23.3 (a) **There shall be** no more than two (2) weekends a month scheduled, averaged over a three (3) month period. The Employer will endeavour, but not **guarantee**, to schedule three (3) weekends of Saturday and Sunday off, spread over a three (3) month period.
- (b) "Weekend" for the purpose of this Agreement means a forty-eight (48) hour period where the majority of consecutive hours off are between 1:00 a.m. Friday and 1:00 a.m. Sunday. Weekend off would be two (2) consecutive days off in the period Friday to Monday inclusive, such as Friday and Saturday or Saturday and Sunday.
- (c) Employees shall not be required to work successive holidays.
- (d) Employer shall endeavour to develop schedules with at least two (2) consecutive days off out of seven (7), except when coverage is required as a result of situations such as illness, vacations, bereavement, staff vacancies, etc.
- (e) Employees will not be required to work more than one (1) shift in a twenty-four (24) hour period except in cases of emergency. Emergency for the purpose of this sub-section means when no other employee is available for the shift for reasons such as illness, inaccessibility because of weather or failure of telephone contact, etc, and at no time will this exceed sixteen (16) consecutive hours without an eight (8) hour break. In an emergency any variation in work hours according to this section must be approved by the union.
- (f) Employees will not be required to work more than ten (10) evenings or night shifts in a fourteen (14) day period.
- (g) A period of sixteen (16) consecutive hours off shall be scheduled between a change of shifts. At least seventy-two (72) consecutive hours off shall be scheduled when changing from night shift to another shift, forty-eight (48) hours of which shall be days off.
- (h) An employee requesting an afternoon or night shift on a permanent basis will be given consideration in accordance with seniority if two or more employees are in competition for such permanent shift work.
- (i) No employee shall be scheduled to work a split shift except for emergency situations.

23.4 The Employer does not guarantee these standard hours of work but before any

change is made, or new or different shifts are established, there will be prior notice to and discussion with the Union with as much prior notice as possible, as per Section 22.5.

ARTICLE 24 - OVERTIME

- 24.0** (a) An employee who is required in the normal discharge of their duties to work overtime, shall be entitled to compensatory time off on an hour for hour basis up to a maximum of forty (40) hours per week. Any compensatory time earned shall be granted to an employee within thirty (30) working days of working such overtime, at a time determined by the employer and satisfactory to the employee. Where such time cannot be scheduled within a thirty (30) day period, referred to above, unless extended by agreement, the employer will pay for such hours in excess of thirty-three and three quarter (33 3/4) hours (up to forty (40) hours per week) at the employee's straight time hourly rate.
- Overtime hours in excess of forty (40) will be compensated by time and a half compensatory time or pay in lieu at the discretion of the employee.
- (b) As an alternative to sub-section (a) above, any employee of the Nursery Schools and clerical staff may be compensated at the rate of one and one-half (1 & %) times their regular salary reduced to an hourly rate for overtime compensation.
- (c) Any and all overtime must be approved in some manner in advance if at all possible by the employee's immediate Supervisor. If not approved in advance due to an unforeseen circumstance, it must be approved retroactively as soon as possible after such overtime occurs.
- (d) An employee required to work past the hour of 6:30 p.m. beyond their normal workday, will be allowed a meal allowance of ten (\$10.00) dollars.
- 24.1** Opportunities for overtime shall be distributed by the Employer as equally as is practical among the employees in a department who normally perform the work involved when averaged over a six (6) month period.
- 24.2** The Supervisor shall make every reasonable effort to accommodate the wishes of the employee with respect to the time and manner of taking lieu days and compensatory time off subject to the following:
- (a) Days off in lieu of overtime payment may be scheduled adjacent to a period of vacation or holiday week-end. The maximum number of consecutive days off in lieu of overtime payment shall be limited to five (5) days at any one time. The scheduling of lieu days off must be approved by the employee's immediate supervisor.

(b) An employee may not accumulate more than five (5) days credit in lieu of overtime payment except under special circumstances which require the approval of the employee's immediate Supervisor.

24.3 The Employer will accept an employee's request to be excused for personal reasons from an overtime assignment on the understanding that the parties agree overtime is necessary and on occasion when no other employee who normally performs the work is available, may require the refusal of such an employee's request.

ARTICLE 25 - SHIFT DIFFERENTIALS

25.0 For the purpose of determining applicable shift differentials, any shift that starts at 6:00 a.m. or later but not later than 1:30 p.m. shall be considered day shift and shall be paid no shift premium. Any shift that starts at 1:30 p.m. or later but not later than 8:00 p.m. shall be considered the afternoon shift. Any shift that starts at 8:00 p.m. or later but not later than 6:00 a.m. shall be considered the night shift.

25.1 The Employer shall pay shift premiums as follows:

sixty cents (\$0.60) per hour for the afternoon shift and sixty-five (\$0.65) per hour for the night shift.

25.2 An employee regularly scheduled for an afternoon or night shift who is required to start their shift early and completes their regular eight (8) hour shift or continues to work beyond the end of such shift shall be paid the shift premium for all consecutive hours so worked. An employee regularly scheduled for the day shift who is required to start their shift early and completes their regular eight (8) hour shift or continues to work beyond the end of such shift shall be paid the shift premium.

ARTICLE 26 - EMERGENCY ON-CALL (NIGHT AND WEEKEND DUTY)

26.0 No employee under this Agreement will be required to be on "Emergency On-Call (Night and Weekend Duty)".

ARTICLE 27 - LEAVE OF ABSENCE - GENERAL

27.0 For the purpose of this Agreement, a "leave of absence" is an authorization for an employee to be absent from work for a definite period of time which has been approved in advance by the Employer.

27.1 (a) An employee may request short periods of time off during normal working hours for such occasions as medical or dental appointments. The Supervisor may grant such time off in increments of one-half (1/2) day, should the circumstances warrant it, and the period so granted would be paid for as though worked and deducted from the employee's sick leave credit.

- (b) A leave of absence of five (5) calendar days or less shall be considered as informal leave and may be granted by the Director of Human Resources provided the leave of absence is for **good** and legitimate reason and does not unreasonably interfere with the efficient operation of the Employer.

Such leaves may be charged to vacation time or deducted from the employee's pay. Except in emergencies, such application must be made at least one (1) week prior to the requested starting date of the leave.
 - (c) A leave of absence without pay of more than five (5) calendar days shall be considered a formal leave and may be granted by the Director or their designated representative. Except in emergencies, such applications must be made, in writing, at least two (2) weeks prior to the requested starting date of the leave. Such leave shall not exceed three (3) months except in special circumstances which may be considered at the discretion of the Director and seniority shall accumulate during such leave.
 - (d) For the purpose of this Agreement except where otherwise provided in the respective plans, insurance coverage during any formal leave of absence shall be administered as prescribed in Section 40 of this Agreement.
 - (e) Upon return from such leave of absence, an employee will be reinstated in their former position if such position is still available on the basis of seniority.
- 27.2
- (a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or conferences, shall be allowed leave of absence with pay and benefits provided that such leave will not total more than twenty (20) working days per calendar year for the total bargaining unit; **not more than two (2) persons shall be** granted leave at any one time. The Union shall reimburse the Employer for all pay and benefits during the period of absence. Such leave shall be allowed provided it does not interfere with the efficient operation of the Employer. Notice of such leave is to be given to the Director of Human Resources at the first opportunity and at least two (2) weeks prior to such leave taking place.
 - (b) Upon receipt of not less than one (1) month's notice, the employer shall grant a leave of absence to not more than one (1) employee who is elected or selected for a full time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress for a period of up to one (1) year. At the discretion of the Employer such leave may be extended for a further period not to exceed one (1) year. During such leave the Employer will not be liable for any salary or benefits and such employee shall be employed by CUPÉ or the appropriate affiliate. **Any** employee granted such leave agrees to notify the Employer of their intention to return to work eight (8) weeks prior to the

conclusion of such leave.

- 27.3 (a) The Employer may, at its discretion, grant each year to two (2) employees with ten years or more of seniority a leave of absence for a period of up to one (1) year. The leave shall be without pay but with benefits if the employee so desires and indicates same in the letter of application. Seniority for the purpose of Sections 18 & 21 only will accumulate during such leave. Upon return to work the employee will be placed in their former position unless otherwise stipulated in writing by the employee in their letter of application. If the employee's former position no longer exists the employee shall be placed in a position of comparative classification and value. If the employee is not returning to their former position they will be placed in a position as though being recalled to work following a lay off in accordance with Article 21.4(c).
- (b) The employee shall give the Employer at least eight (8) weeks' notice of his intention to return to work.
- (c) The employer may, at its discretion, grant additional years leave of absence to an employee without pay or benefits. The employee shall retain their seniority but not accumulate any further seniority. Recall will be in accordance with the aforementioned Article.

ARTICLE 28 - EDUCATIONAL LEAVE AND STAFF DEVELOPMENT

- 28.0 A leave of absence without pay may be granted to an employee who has completed two (2) years continuous service. The Employer will endeavour to grant at least one (1) employee each year such educational leave provided such leave does not interfere with the efficient operation of the Employer.
- 28.1 A request for a leave of absence for the purpose of full time study at an educational institution will be considered for one (1) academic year at a time. Where an employee who has successfully completed any one year of studies, wishes to return for a second or subsequent year of studies, they should reapply for a further leave of absence; and the Employer may not unreasonably withhold or refuse extension of such employee's leave of absence.
- 28.2 Educational leave selection criteria shall include length of service, performance, acceptance to the course, relevance of the course to the employer and a commitment to return to the Employer upon completion of the program.
- 28.3 (a) The employee must sign an Agreement indicating they will return to the Employer upon completion of the educational leave. The commitment shall be twelve (12) months of employment for one (1) academic year of study.
- (b) Where the employee fails to return to the Employer, they shall reimburse

the Employer for the total cost that was expended on their behalf during the period of study. Where the employee resigns from the Employer before the completion of their commitment, the employee shall be required to reimburse the Employer that amount of money which is proportionate to the total cost expended on their behalf.

- (c) Reimbursement for failure to fulfil their commitment will not be expected where the employee has become ill. Individual situations will be reviewed on their merits.
- 28.4 (a) An employee wishing to apply for educational leave of absence shall notify the Director of Human Resources, in writing, of their interest by March 1st of the year the applicant wishes such leave.
- (b) The Employer shall inform all applicants by June 1st of the year of application as to whether or not the leave is granted.
- 28.5 Should an educational leave of absence be granted, the Employer shall continue to pay one hundred percent (100%) of the premium payments for the benefit plans as set out in Article 40.
- 28.6 (a) Seniority will accumulate up to a period of one (1) year during such leave.
- (b) The employee shall give the Employer at least eight (8) weeks notice of his intention to return to work.
- (c) When the employee returns to work upon expiration of an educational leave of absence of up to one (1) year, they will be reinstated in their former position. If the former position no longer exists, the employee shall be placed in a position of comparative classification and value. If the employee notifies the Employer prior to the leave in writing that they do not wish to return to this position, they will be provided with a position at the wages for their classification without the necessity of such vacancy being posted.
- 28.7 An employee may request leave with no loss of salary, to a maximum of five (5) working days per year, to attend professional development courses, at the employee's own expense, provided the leave and the course is approved by the Director of Human Resources and that such leave does not interfere with the efficient operation of the Employer.
- 28.8 The Employer may post notice of any forthcoming extension courses or work study programs, for which employees may be selected, in order that interested employees shall be aware of the type, duration, location and required qualifications of the course and be able to make application thereof. Whenever possible such notice shall be

posted for a minimum of ten (10) days prior to the course.

- 28.9 (a) It is the policy of the employer to maintain a staff training program within the agency, in order to provide an opportunity for employees to upgrade their skills and knowledge, in areas related to their work.
- (b) Where an employee and supervisor identify additional training or developmental needs, or job enrichment opportunities, which may be met by attendance at a conference, workshop, or seminar outside of the agency's own training program, the Director or their delegate may authorize such attendance.
- (c) The employer may pay part or all of the costs of such training, should funds be available and employees will suffer no loss of pay, should all or part of the training require their absence during regular working hours.
- (d) If an employer requires an employee to take additional training or courses and the training or courses is after working hours, all hours spent in training or on course shall be considered as hours worked and the employee shall receive their regular rate of pay or time off in lieu of wages.

ARTICLE 29 - BEREAVEMENT LEAVE

- 29.0 In the event of a death of a member of an employee's family, as specified below, the employee will be granted a leave of absence with pay for working days regarding the death according to the following:
- (a) Up to a maximum of five (5) working days for a parent, spouse, son, daughter, step-parent and step-child.
- (b) Up to a maximum of three (3) working days for a ward of the employee, brother or sister, mother-in-law or father-in-law, sister-in-law, or brother-in-law, grandparent or grandchild, or any blood relative permanently residing in the employee's household.
- (c) An employee may request short periods of time off during normal working hours to attend a funeral. A Supervisor may grant such time off should the circumstances warrant it.
- (d) Special circumstances are at the discretion of the Director.
- 29.1 If during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave under Section 29.0 of this Article, they shall be granted bereavement leave and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave granted.

ARTICLE 30 • LEAVE FOR PUBLIC DUTIES

- 30.0 When elected to Federal, Provincial or Municipal offices, the Employer may grant leave of absence without pay and without loss of seniority accumulated up to the date the leave begins, but with no further accumulation of seniority, for one (1) term of office. One further extension of one (1) term may be granted, on written application. Such leave of absence is at the discretion of the Executive Committee.

ARTICLE 31 • PATERNITY LEAVE

- 31.0 The Employer shall grant to a male employee ~~three~~ (3) days leave of absence without loss of pay and benefits for the needs directly related to the birth or adoption of their child.
- (a) Upon request, the employee concerned shall produce a certificate by a legally qualified medical practitioner specifying, in their opinion, the date upon which the employee's wife's delivery will occur.
 - (b) Such leave shall be arranged in consultation with the Director of Human Resources.

ARTICLE 32 • MATERNITY OR **ADOPTION** LEAVE

- 32.0 For the purpose of this Article, parent is defined to include a birth parent, adoptive parent, and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (a) Upon receipt of medical proof of pregnancy and upon the request of the female employee, the Employer shall grant a leave of absence to such employee up to a maximum of twelve (12) months.
 - (b) Upon receipt of an authorized statement of intent to place a child for the purpose of adoption and upon the request of the employee, the Employer shall grant a leave of absence to such employee to a maximum of twelve (12) months for the adoption of a child.
 - (c) **An** employee who has been employed for at least 13 weeks who is a parent shall be entitled (18) weeks **parental** leave following the birth of a child, or following the coming of a child into custody, care and control of a parent for the first time.
- 32.1 (a) An employee may begin pregnancy leave no earlier than seventeen weeks prior to the expected birth of the child. Pregnancy leave must end twelve (12) months after the leave began. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

- (b) Parental leave may be taken no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee for the first time.
- 32.2 The request for a leave of absence must be made in writing at least one (1) month prior to the date on which the leave is to begin in the case of pregnancy; relative to adoption and parental leave the employee shall commence the leave after a written notice of two (2) weeks is submitted.
- 32.3 The employee shall give the Employer at least four (4) weeks notice of their intention to return to work.
- 32.4
 - (a) Upon return to work at the conclusion of a pregnancy, parental or adoption leave, the employee shall be reinstated in the position held prior to the commencement of such leave. If the former position no longer exists the employee shall be placed in a position of comparable classification and value. The Employer shall pay a reinstated employee a wage that is at least equal to the greater of
 - (i) the wages the employee was most recently paid by the Employer; or
 - (ii) the wages that the employee would be earning had the employee worked throughout the leave.
 - (b) During pregnancy, adoption or parental leave, an employee shall continue to participate in all mandatory plans, (life insurance, accidental death and dismemberment, and long-term disability) and OMERS. The employee may elect in writing not to continue in OMERS for the duration of the leave. All other benefits other than those listed above will be maintained by the employer unless the employee transfers them to their spouse.
 - (c) During an employee's pregnancy, adoption or parental leave, the employer shall continue to make the employer's contributions for any plan referred to in Section 32.4 (b) of this Article unless the employee gives the Employer written notice that they do not wish to pay the employee's contributions, if any exist.
- 32.5 An employee on pregnancy, adoption or parental leave shall continue to accrue seniority throughout the leave period, but not beyond Article 32.0 (a).
- 32.6 Effective the first of the month following ratification and subject to the confirmation by the Employment Insurance Commission of the appropriateness of the Agency's Supplemental Employment Benefit (SUB) Plan, an employee who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance

pregnancy benefits pursuant to the Employment Insurance Act, as amended, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five per cent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week Employment Insurance waiting period, and receipt by the Agency of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The employee will receive notification by letter regarding the SUB Plan as part of the maternity benefit package.

32.7 The sub benefit plan will be paid concurrent with the leave.

ARTICLE 33 - COURT LEAVE

33.0 The Employer shall grant leave of absence without loss of seniority to an employee who is required to serve as a juror, or attend at a coroner's inquest, or is subpoenaed as a witness in any Court. The employer shall pay such an employee the difference between their normal earnings and the payment they receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

33.1 With the exception of staff at the Regional Adolescent Centre, where an employee is on call for jury duty and where not required for the entire court day, the employee will report for work as soon as is reasonably possible if discharged from jury duty on or before 12:00 noon.

33.2 If an employee at the Regional Adolescent Centre scheduled for the evening or night shift is on call for jury duty, even if not required for the entire court day, they shall be deemed unavailable for the scheduled shift of said day.

ARTICLE 34 - NO DUPLICATION OF PAY

- 34.0 (a) For the same period of time, an employee shall not receive payments:
- (i) under more than one provision of this Agreement except for shift premium, ~~or~~ mileage and expense reimbursement and overtime; and with the understanding that payment of regular wages for time worked on any holiday shall not exclude payment for such holiday; nor
 - (ii) under a provision of this Agreement and from an outside source to which the Employer makes direct contributions such as Worker's Compensation (excluding a partial disability pension), Employment

Insurance, Canada Pension Plan, etc. with the understanding that this does not affect the method of handling makeup of pay for court leave as specified in Article 33.

- (b) In the event of a situation where duplicate payment under Section 34.0 (a) (i) and (ii) might be in question, the Employer shall make up the payment applicable if need be, so that the employee receives the more favourable treatment.

ARTICLE 35 - PAID HOLIDAYS

35.0 The Employer recognizes the following paid holidays at the employee's standard rate of pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Floater Holiday
Victoria Day	(in lieu of Remembrance Day)
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

and either the last working day before Christmas or the last working day before New Year's at the choice of the individual employee and subject to the approval of the Employer; and Heritage Day, if and when proclaimed as a holiday by the Federal Government.

- 35.1 When any of the said holidays fall on other than a regular working day, then the Employer shall designate either the preceding Friday or the following Monday as the day upon which the said holiday will be celebrated. Where an employee's regular days off are other than Saturday or Sunday, the employee shall receive within thirty (30) days, a day off with pay adjacent to their scheduled days off subject to Section 35.7.
- 35.2 Should one or more holidays as set out in Section 35.0 occur during an employee's vacation, such vacation shall be extended by the number of days or the employee shall be given the equivalent time off within the calendar year.
- 35.3 (a) In order to be entitled to payment for paid holidays, an employee must have worked their full scheduled working day immediately preceding and succeeding the paid holiday unless absent on paid leave of absence as defined by this Collective Agreement; and
(b) The employee must work in the fifteen (15) day period in which the holiday is the middle day.
- 35.4 An employee who is absent on paid leave of absence or vacation during the fifteen

(15) day period in which the holiday is the middle day, will not be required to work in such fifteen (15) day period in order to qualify for holiday pay.

- 35.5 (a)**
- (i) An employee, with the exception of employees of the Regional Adolescent Centre, required to work a **full** normal work day or shift on a scheduled paid holiday shall be granted one and one-half (**1%**) days compensatory time off.
 - (ii) An employee of the Regional Adolescent Centre required to work a full normal work day or shift on a scheduled paid holiday shall receive within thirty (**30**) days following such holiday:
 - (A) one and one-half ($1\frac{1}{2}$) times their regular hourly rate for the hours so worked and another day compensatory time off with pay in lieu of holiday pay as provided in Section **35.1**;
- OR**
- (B) his regular hourly rate for hours worked on the paid holiday and one and one-half ($1\frac{1}{2}$) days compensatory time off with pay in lieu of holiday pay.

The foregoing **(A)** or **(B)** is at the discretion of the Employer.

- (b) An employee required to work a portion of a normal work day or shift on a scheduled paid holiday shall be granted one and one-half ($1\frac{1}{2}$) times the number of **hours** so worked compensatory time off, or, at the discretion of the Employer, paid one and one-half ($1\frac{1}{2}$) times their regular hourly rate for such hours. The foregoing is in addition to holiday pay.
 - (c) An employee who fails to work as required on such holiday shall not be paid for such holiday **unless** submitting satisfactory reasons for such failure to work subject to the Grievance and Arbitration Procedure.
- 35.6** An employee who observes other religious holidays must first obtain approval of their immediate Supervisor and will be **required** to make up such time by the substitution of vacation days or other compensating time.
- 35.7** The Employer shall make every reasonable effort to respect the wishes of the employee as to the time and manner of taking compensatory time off as described in this Article.

ARTICLE 36 - VACATIONS WITH PAY

- 36.0** A full time permanent employee of the Employer who has completed their probationary period will be entitled to vacation with pay as follows:

After one (1) year of continuous service as of their seniority date of employment they shall be entitled to four (4) weeks of vacation.

After ten (10) years' continuous service as of their seniority date of employment they shall be entitled to five (5) weeks of vacation.

After twenty (20) years' continuous service as of their seniority date of employment they shall be entitled to six (6) weeks of vacation.

Vacation pay shall be in the amount of 2% of wages for each week of vacation entitlement, (all monies paid by the Employer to the Employee) as defined in the Employment Standards Act including Union leaves.

- 36.1 Vacations for Nursery School Teachers, Supervisors and Program Assistants must be taken during designated school breaks in the elementary school calendar. Time off during school breaks and summer break period, in excess of vacation entitlement shall be deemed lay-off and seniority shall not accrue.
- 36.2 A full time employee who has completed their probationary period may take all of their vacation in the vacation year in which it is earned subject to the approval of their supervisor but must take their full vacation for such year no later than six months following the vacation year.
- 36.3 In all instances, vacation leave is granted at a time suitable to the Employer. Subject to the discretion of the Director, length of service will be the consideration deciding upon conflicting requests for leave.
- 36.4 Vacation pay for temporary employees will be calculated on a percentage basis as set out in the Employment Standards Act at 4% of wages and will be paid out the last pay of December each year or upon termination.
- 36.5 On termination of employment, an employee shall be entitled to all outstanding vacation pay earned up to the date of their termination.
- 36.6 Prior to April 1st of each year, the Supervisor shall circulate a schedule of which the employees will signify their vacation preferences. It is agreed that each employee will indicate a first and second choice. Preference for vacation times shall be dealt with in accordance with Section 36.3 above. It is understood that the employer shall, at all times, be entitled to establish a vacation schedule in accordance with the demands of service. The annual vacation schedule shall be posted no later than April 30th in the year in question.
- 36.7 Before proceeding on vacation leave, each employee shall satisfy their supervisor that case recording, reports and other duties of their position are up to date.
- 36.8 Where an employee qualifies for sick leave requiring hospitalization during their

period of vacation, there shall be no deduction from vacation credits for such time hospitalized.

ARTICLE 37 - WAGES

- 37.0 During the life of this Agreement, the Employer and the Union agree that all payments of wages will be made in accordance with the wage rates set forth in Schedule "A" attached hereto, which is hereby made a part of this Agreement.
- 37.1 At the time of hiring, each new employee shall receive a letter stating their starting salary and classification according to Schedule "A" and a statement including a general description of the job for which they have been hired. Such description is **not to be** construed as a job description and is not grievable. Failure to provide such a letter is grievable. Upon implementation of any salary increases, the increase will be reflected on the next pay statement of the employee's earnings.
- 37.2 The Employer may hire a new employee at a rate higher than the starting rate of a classification set **out** herein where the Employer considers previous experience warrants a higher starting rate.
- 37.3 When an employee is assigned to and performs the principal duties of a higher paying position for more than one **(1)** normal work day or shift, they shall receive the **rate** for the job. When **an** employee is temporarily assigned to a position paying a lower rate, their classification rate shall not be reduced.
- 37.4 (a) **Pay Period:** The pay period shall end at 11.59 p.m. every other Saturday.
- (b) **Pay Day:** The employer shall pay salaries, wages and overtime biweekly on the Thursday immediately following the end of the pay period. All employees shall receive an itemized statement of their wages and deductions during their normal shift. All employees are paid by direct deposit to the financial institution of their choice.
- 37.5 (a) An employee other than those on the (Social Work grid) not yet having achieved the maximum pay rate for their classification shall have their performance **evaluated** as per Section 45.0 and, if warranted on the basis of individual merit, shall be granted a salary increment increase of five **(5)** percent as of January 1st in each year. The last such salary increment increase to bring the employee to the maximum rate of their classification shall be only that portion of the five **(5)** percent so required.
- (i) Any change in the evaluation procedure which is the basis of merit salary increases, shall first be discussed with the Union Executive Committee at least two **(2)** months before implementing.
- (ii) Employees on the **social** Work Grid system will receive effective July

1st each year an increment to move them to the next step on the grid system.

- (iii) In addition to eligibility for such increments as mentioned in paragraph (a), eligibility for a full five percent (5%) increment shall be based on a full twelve (12) months employment with the Employer in the year preceding the implementation of the increment. For employment of less than twelve (12) months and upon completion of the probationary period, that percentage of the increment which is proportionate to the number of months employed in the previous calendar year shall be paid.

ARTICLE 38 - JOB CLASSIFICATION AND RECLASSIFICATION

- 38.0 (a) If the Employer establishes a new **job** description or a new classification or changes the basic requirements of a job or classification, the Employer shall supply the Union with a copy of the same. The Employer shall set the pay level and discuss the particulars with the Union promptly.
- (b) Within two (2) weeks, the Union shall notify the Employer of its acceptance of the pay level, or its desire to meet and discuss the pay level. Lack of notification shall be construed as acceptance.
- (c) If following the procedure in paragraphs (a) and (b) of this section, the Parties fail to agree on the pay level and provided notice is given within thirty (30) days of the Employer's final answer, the question may be referred to Arbitration. The Arbitrator shall use no criteria other than the classifications and pay levels in Schedule " A attached.

ARTICLE 39 - MILEAGE AND EXPENSE REIMBURSEMENT

- 39.0 Where an employee drives a private car on employer business they shall be paid at a rate of 30 cents per kilometer, effective July 1st 1998 and for the life of this contract. The Society reserves the right to specify the means and route of travel which may include car pooling and the **use** of rental cars. The Union and the Society agree that staff will carry out their duties with respect to travel in the most efficient manner possible.
- 39.1 Mileage and expenses, payable in accordance with Agency policy, will be paid by direct deposit when technology permits.
- 39.2 Each employee who uses their car for Employer business shall carry a car insurance policy of at least one million dollars (\$1,000,000) public liability and property damage. Proof of such policy shall be furnished to the Employer upon request.

39.3 Public Liability Coverage

The employer maintains Public Liability insurance coverage against Third Party Liability in the event of legal liability for bodily injury to or death of or damage to property of others, and includes as Additional Named Insureds, employees acting within the scope of their duties.

For the correct and detailed wording and contract specifications, reference must be made to the Master Policy of the insurance carrier.

39.4 Parking charges while on Employer business will be paid by the Employer.

ARTICLE 40 • GENERAL BENEFIT PROGRAM

40.0 (a) The Employer contributes towards premium payments for coverage for each regular full time employee under the following insurance plans:

- Item I Employer Health Tax
- Item II · Liberty Health Semi-Private Hospital Supplement
- Item III · Supplementary Health Insurance Plan (Major ~~Medical~~ Benefits), including vision care coverage of up to **\$200.00** per twenty four (24) month **period**
- Item IV · Group Life Insurance, Accidental Death and Dismemberment Insurance and Dependent Life Insurance.
- Item V · Liberty Health Dental Care Plan No. 9, reimbursed at **1996** rates.

(b) The above items are mandatory as a condition of employment for each employee residing in Ontario other than temporary employees. However, where an employee is able to furnish proof of enrolment with **spouse** on Item I, II, ~~III~~ and V, they shall so advise the Director of Human Resources and shall be exempt from such coverage.

(c) Employees are eligible for ~~Items~~ **III, IV** and V on the first of the month following a six (**6**) month waiting period.

(d) The Employer shall pay for each participating regular **full** time employee one hundred percent (**100%**) of the cost of items I, II, ~~III~~, IV, and V in sub-section (a) above.

(e) The Employer shall provide the opportunity for an employee at their own

option and at the employee's **cost** through payroll deduction to buy at group rates voluntary Personal Accident Insurance and Optional Term Group Life Insurance.

- (9) Employees will notify the agency in writing of any changes to their benefit status.
- 40.1 (a) In the case of absence for illness, lay off or formal leave of absence, the Employer will continue to pay its share of the premiums of all items mentioned in Section **40.0** to a maximum of three **(3)** months from commencement of absence, except for educational leave of absence (Section **28.5**) where such premiums will be paid for the duration of such leave.

(b) However, in circumstances where an employee is absent because of illness for which they are in receipt of sick leave pay under the **terms** of Section 42.1 of this Agreement, the Employer shall continue to pay its share of premiums of items mentioned in Section **40.0** until such time as the employee is no longer in receipt of basic sick leave pay under the terms of this Agreement.
- 40.2 In the case of absence for illness, injury compensable or not, or lay off and where the Employer **has** fulfilled its responsibilities as **set** out in Section **40.3**, thereafter the employee may pay full premiums through the Employer if they **so** desire for a maximum period of eighteen (18) months for lay off and no time limit regarding illness.
- 40.3 The terms of the policies and the rules and requirements of the various carriers of this General Benefit Program shall govern.
- 40.4 The Employer will pay the premiums for coverage of the benefits listed in items II, III, V in article 40.0(a) and Group Life to a maximum of \$50,000 for any employee with 20 or more **years** of continuous service who **takes** early retirement (i.e. Prior to age **65**) pursuant to the Ontario Municipal Employees Retirement System ("OMERS"), and immediately upon **taking** such retirement, receives a pension from OMERS. Such coverage will be maintained until the employee **turns** age **65**, stops receiving an OMERS pension or dies, whichever occurs first. The parties agree that the payment of premiums under this article does not create any rights under this agreement for **retirees**, save and except for the right of the **Union** to grieve the non-payment of such premiums.

ARTICLE 41 - PENSIONS

- 41.0 In addition to the Canada Pension Plan, every full time employee shall join the Ontario Municipal Employees Retirement System which becomes effective in the first (1st) month of employment for a new regular full time employee hired, and at the

time of transfer for an employee transferring from another Employer and currently participating in OMERS. The employees and the Employer shall make contributions in accordance with the following schedule:

PENSION PLAN	EMPLOYER CONTRIBUTION	EMPLOYEE CONTRIBUTION
Canada Pension Plan	as per Government Schedule	as per Government Schedule
Ontario Municipal Employee Retirement System (OMERS)	as per contribution set out in OMERS Act	as per contribution set out in OMERS

ARTICLE 42 - INCOME MAINTENANCE

42.0 Work Place Safety Insurance

- (a) The Employer shall provide accident insurance for employees under the provisions of the Workplace Safety Insurance Board in the event of accidents occurring while engaged on Employer business.
- (b) All accidents and injuries shall be reported immediately to the immediate Supervisor, in writing, on the required form provided by the employer.

42.1 Sick Leave Plan

- (a) For the purpose of this Agreement, "sick leave" means the period of time a full time employee is ~~permitted to be~~ absent from work with pay by virtue of being sick, quarantined or disabled, or because of an accident for which compensation is not payable under the Workplace ~~Safety~~ and Insurance Act.
- (b) The Employer may require an employee to produce a certificate from a qualified medical practitioner for any absence due to illness or injury.
- (c) Sick Leave Pay shall be provided by way of an employer funded Short Term Salary Continuance Plan payable for a maximum of 17 weeks according to the following table:

Length of Service	Sick Leave Benefit
Less than 3 months	100% of income for 1 week
3 months but less than 1 year	100% of income for 2 weeks 66 2/3% of income for 15 weeks
1 year but less than 3 years	100% of income for 4 weeks 66 2/3% of income for 13 weeks
3 years but less than 5 years	100% of income for 6 weeks 66 2/3% of income for 11 weeks
5 years but less than 7 years	100% of income for 8 weeks 66 2/3% of income for 9 weeks
7 years but less than 9 years	100% of income for 10 weeks 66 2/3% of income for 7 weeks
9 years but less than 10 years	100% of income for 12 weeks 66 2/3% of income for 5 weeks
10 years and over	100% of income for 17 weeks

Such benefits will be reinstated after a one month return to work in the case of a new illness and three months in the case of a recurring matter.

Sick leave credits accumulated by employees prior to December 31, 1985 under the previous sick leave plan, shall be frozen and may be used to supplement the short term sick leave plan on an hour for hour basis.

- (d) Exceptional circumstances regarding a sick or injured employee may, at any time, be considered by the Executive Committee of the Board of Directors who shall present their recommendation to the Board of Directors for approval.
- (e) An employee who has 10 or more years of service prior to December 31, 1985 who terminates, or retires shall be entitled to a gratuity amounting to one-half (1/2) the sick leave standing to their credit as at December 31, 1985 to a maximum of six (6) months earnings, at their salary rate current at December 31, 1985.

An employee hired prior to December 31, 1985 who has at date of

retirement ~~ten~~ (10) or more years of service, shall be entitled to a gratuity amounting to one-half (1/2) the sick leave standing to their credit as at December 31, 1985, to a maximum of six (6) months earnings, at their salary rate current at December 31, 1985.

- 42.2 (a) **Long Term Salary Continuance:** (as per terms of Master Policy underwritten by the Carrier.
- (b) The Employer shall pay one hundred percent (100%) of the premiums of the Long Term Salary Continuance Plan.
- (c) Enrolment in this insurance plan is a condition of employment. Membership will commence on the first of the month following the six (6) month waiting period.
- (d) The plan provides for a long term salary continuance plan subject to seventeen (17) weeks elimination period due to disability as a result of non-compensable accident or sickness.
- (e) The income benefit is ~~66-2/3%~~ 66-2/3% of all normal earnings at time of cessation of employment to a maximum of two thousand dollars (~~\$2,000~~) without medical evidence of insurability and twenty-five hundred dollars (~~\$2,500~~) with medical evidence of insurability.
- (f) Employees returning from Long Term Disability ~~are~~ are entitled to recall rights from the date of their fitness to return to work. They do not have displacement rights.

42.3 **Employment Insurance**

Payment of Employment Insurance is, by law, a condition of employment.

ARTICLE 43 - EMPLOYEE PROTECTION

- 43.0 When an employee shall have any charge or other proceeding brought against them in any court as a result of following instructions in the performance of their duties for the Employer, the Employer shall supply legal counsel necessary for the defense of such employee, provided that this section shall not be deemed to authorize or condone the commission of any unlawful act and the Employer will not pay such cost in any case where it is shown that the offence was an unlawful act or arose out of the deliberate or negligent act of the employee.
- 43.1 In a situation where a worker is assaulted in the course of their duties, if they exercise their right to lay charges after consultation with the employer, they shall be granted leave of absence without loss of regular pay for the duration of the court

hearings.

- 43.2 The Employer and Union recognize that mental illness, alcohol and drug addiction and family *problems* are medical disorders or may lead to medical disorders that may have a negative effect **on** performance in the workplace.

They further recognize the social, personal and economic problems associated with them.

Accordingly, the Employer agrees to provide it's employees with an employer funded Employee Assistance Program as agreed upon by the Employer and the Union in consultation with the Employee Assistance Program Committee.

The Employee Assistance Program committee will consist of a representative from the **Board** of Directors, three (3) representatives of the Union, two (2) representatives of the employer and such direct service employee representation as to be determined by the committee. The committee will meet bi-monthly to monitor the progress of the E. A. P. Program, evaluate results and provide direction for educating employees and to make recommendations to the Board of Directors.

- 43.3 Any employee who has completed probation will have reasonable access to their personnel file.

ARTICLE 44 - PAYROLL DEDUCTION PLANS

44.0 Canada Savings Bonds

Purchase of savings bonds may be arranged through the payroll deduction plan. Employees will be advised of all available issues.

44.1 United Way Contributions

Employees contributing to the various United Way Agencies throughout the Niagara Region may arrange for payment of contributions through the payroll deduction plan.

44.2 Staff Gift Fund

Pull time employees may authorize the deduction of one dollar (**\$1.00**) per pay through payroll deduction which funds are to be transferred to the established Gift Fund Committee and for which the Employer assumes no responsibility.

ARTICLE 45 - EVALUATIONS

- 45.0 All employees must receive a written evaluation two (2) weeks prior to the completion of the probationary period and every year thereafter. The employee shall

have the right to see the evaluation and file their comments on it. Such comments shall be considered part of the evaluation and shall be included in the personnel record with a copy to the employee. With exception of the evaluation made during the probationary period, the content of such evaluations may be the subject of a grievance by the employee. Any evaluation may be used for the purpose of discipline or discharge by the Employer.

ARTICLE 46 - JOINT HEALTH AND SAFETY

- 46.0 (a) The employer will continue to make reasonable provision for the safety and health of all employees during the hours of employment.
- (b) The Employer and the Union jointly recognize the particular safety issues inherent in the provision of human services to some clients. Staff are therefore encouraged to pro-actively identify safety risk situations to their supervisor so that steps may be taken to minimize risk. These steps may include pairing up of staff or police accompaniment.
- (c) A Joint Health and Safety Committee shall be maintained and composed of two (2) representatives appointed by the Employer and five (5) representatives appointed by the union."

The Joint Health and Safety Committee shall hold meetings quarterly and matters related to safety and health shall be dealt with at such meetings. Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the employer and to the union.

- 46.1 The Employer shall comply with all applicable federal, provincial and municipal Health and Safety Legislation and Regulations.
- 46.2 The employer agrees to subsidize the cost of safety boots for the Courier-Maintenance I and Courier-Maintenance II positions to a cost of ninety-five dollars (\$95) each year provided that the employees wear the safety boots. In addition an allowance of one hundred dollars (\$100) per year be provided for industrial clothing.

ARTICLE 47 - JOB SHARING

- 47.0 When an employee wishes to share a job the following will apply:
- (a) Each job sharing arrangement will replace one full-time bargaining unit position. The job will be split into two (2) parts.
- (b) Job sharing will be limited to one (1) full-time bargaining unit position per team or supervisor, unless otherwise agreed to by the parties, save and except the Office Services Group as defined in Schedule A, where two (2) positions may be job shared unless otherwise agreed to by the parties.

- (c) The employer may request at any time that an unsuccessfully posted position be shared under the terms of this Agreement.
- (d) The request for job sharing will be made by two (2) current full-time bargaining employees who have completed their probationary periods. This request will be related to one particular bargaining unit position. The Supervisor of the position in question must be in agreement with the job sharing request. When considering a request for job sharing, the Employer shall take into account, among other things, its own service needs, the service needs of its clients and the community-at-large, the employee's ability to co-ordinate workload, and the impact of the job sharing arrangement on co-workers. Approval for job share arrangements will not be unreasonably denied. In the event of a dispute regarding the approval, the request may be reviewed by the Director of Human Resources whose decision will be final.
- (e) When a job sharing arrangement is approved:
 - (i) in the case where two employees request the job share arrangement of one position, the provisions of Article 20 will not apply, and the Employer will allow those two employees to assume the job shared position;
 - (ii) in the case where only one (1) employee requests a job sharing arrangement for their current position, Article 20 will not apply to that part of the position that the employee wishes to assume, and the other part of the position will be filled in accordance with Article 20;
- (f) When one or more vacancies arise as a result of employees assuming job shared position, Article 20 will not apply, and each vacancy will be filled on a contract basis for the duration of the job sharing arrangement, up to a maximum period of one (1) year.
- (g) Seniority and Service will be prorated for all purposes during the job sharing period.
- (h) All Seniority and Service related benefits will be prorated during the job sharing period.
- (i) Union dues will be paid on the same percentage basis as all other bargaining unit employees during the job sharing period.
- (j) All benefits will continue to be made available to employees who job share subject to insurance eligibility rules. However, the employer will only be required to contribute or pay premiums or provide benefits consistent with the Collective Agreement as if there was one employee in the full-time

position rather than two. Premium payments required of employees because of job sharing will be made by payroll deductions. Written authorization from such employees for the payroll deductions of premium payments must be provided to the employer as a condition precedent to their participation in the benefit program.

- (k) Benefit levels (ie., Group Life Insurance, Accidental Death and Dismemberment, **OMERS**, and Long Term Disability will be related to the gross income of the job sharing employee.
- (l) Hours and days of work and specifics of job duties will be established by the Supervisor in accordance with service needs after consultation with the employees involved.
- (m) For job sharing requests to be considered, the Workers' ability to coordinate workload will **be** taken into account.
- (n) The employer will not be liable to make any payment in excess of what is required for a full-time employee performing all of the work of a full-time position under the Collective Agreement simply because two employees are sharing the single job. Payments will **be** shared, not duplicated.
- (o) Overtime for job sharing employees will **be** considered authorized hours worked in excess of the normal work week for the full-time position and will be compensated for as prescribed by Article 24 of this Collective Agreement. Overtime compensation or time in lieu will **be** shared by the job sharing employee in the same proportion as the overtime is worked by them and in no event will be greater than if the position was occupied by one (1) employee instead of two (2).
- (p) Workers involved in job sharing arrangements will continue to be members of the full-time Collective Agreement as modified by this Job Sharing Agreement.
- (q) In the event one employee transfers or their employment comes to an end before the end of the term of the job sharing arrangement, the remaining worker will:
 - (i) be assigned to the position full-time or;
 - (ii) continue in the job-sharing position if there is another employee requesting job sharing who meets the requirements as noted above.
- (r) When a job sharing arrangement comes to the end of its term, incumbents who are members of the bargaining unit will return to their previous bargaining unit positions. If during the term of the job share one of the



incumbent's positions is made redundant, the provisions of Article 21.2 will apply.

- (s) Notwithstanding the above, or any other Article of the Collective Agreement a job sharing arrangements will be effective for a maximum period of one (1) year. This provision will not operate to preclude the Employer from ending the employment of either employee in a job sharing arrangement due to layoff, deemed termination, dismissal for just cause, or as otherwise permitted under the Collective Agreement.

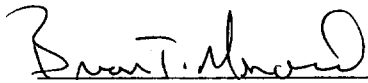
ARTICLE 48 - DURATION AND RENEWAL

- 48.0 This Agreement shall go into effect on the day after the agreement has been ratified by both the Union and the Board of Directors and shall continue in effect until June 30, 2000 and thereafter shall continue from year to year unless not more than ninety (90) days prior to June 30, 2000, or any subsequent year either Party gives written notice to the other Party that it desires revision, modification or termination.
- 48.1 In the event of such notification being given as to the revision or modification of this Agreement, arrangements for negotiations shall be made within fifteen (15) days following such notification.
- 48.2 This Agreement is to remain in effect during all stages of negotiations and conciliation **procedures** as outlined in the Ontario Labour Relations Act, as amended from time to time.

LETTER OF UNDERSTANDING RE: SERVICE ISSUES

The Employer and Union agree to establish a committee for the purpose of discussing issues concerning workload, supervision, over-time, internal sabbaticals, educational placements and career development within the agency. Members appointed by the Union will be paid **by** the employer for time spent attending such meetings which will be scheduled during their regular working hours.

Dated this 31 Day of March, 1998



For the Society



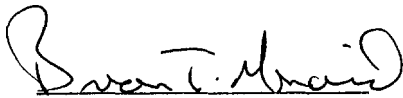
For the Union

LETTER OF UNDERSTAND RE: LEAVE DAYS WITHOUT PAY

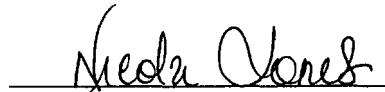
Whereas **the employees and the employer** are concerned and committed **to** providing services to meet the needs of children and their families and whereas the employees and the employer recognize the current financial constraint the parties hereby agree to the following:

Each employee in the bargaining unit, except ~~Nurse~~ School Teachers, Supervisors and Program Assistants may voluntarily be scheduled off for a maximum of five (5) days from their regularly scheduled hours of work. These will be days off from normally scheduled working hours without pay and shall not be considered a layoff for the purposes of the Collective Agreement. The days off should be scheduled at least thirty days in advance at a time acceptable **to** the employee and the Society and may, or may not, be consecutive.

Dated this 31 Day of March, 1998



For the Society



For the Union

LETTER F UNDERSTANDING - PRE-PAID LEAVE PLAN

- (a) The plan is available to employees wishing to spread four (4) year's 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.
- (b) 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 (ie., the salary deferral portion), in accordance with the provisions of Article 27.3 of the Collective Agreement.
- (c) The number of employees that may **be** absent at any one time shall be determined by the provisions of Article 27.3. 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.
- (d) Written applications will **be** reviewed by the Director of Human Resources.
- (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 term of the Pre-Paid Leave Plan subject to the terms of the governing insurance policy.

Contributions to O.M.E.R.S. will **be** in accordance with the terms of the O.M.E.R.S. Pension Plan.
- (I) **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.

Page Two

Letter of Understanding - Re: Pre-Paid Leave Plan

- (j) 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.
- (k) Upon return to work the employee will be placed in their former position unless otherwise stipulated by the employee in writing in their letter of application. If the employee's former position no longer exists the employee shall be placed in a position of comparative classification and value. If the employee is not returning to their former position they will be placed in a position as though being recalled to work following a lay off in accordance with Article 21.3(c).
- (l) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the employer in order to authorize the employee to make the appropriate deductions from the employee's pay. Such agreement will include:
 - a) A statement that the employee is entering the pre-paid leave program in accordance with Article 27 of the Collective Agreement.
 - b) The period of salary deferral and the period for which the leave is requested.
 - c) 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.

Dated this 31 Day of March, 1998

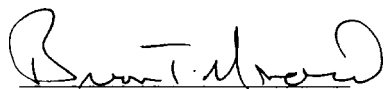
For the Society

For the Union


LETTER OF UNDERSTANDING RE: TECHNOLOGICAL CHANGE

The Society agrees to meet with not more than three (3) members of the Union during the term of the Agreement and following reasonable notice for the purpose of discussing any concerns the Union may have with respect to the introduction of technological changes which may have an affect on bargaining unit employees. At any such meeting, the Society will provide the Union with information as to the nature of the changes, the date on which the Society proposes to effect the changes and the employees likely to be affected by such changes. It will also advise the Union of the affect, if any, the change may have on the working conditions and terms of employment of the employee affected.

Dated this 31 Day of March, 1998



For the Society



For the Union

LETTER OF AGREEMENT

THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION
(known as Family & Children's Services Niagara)

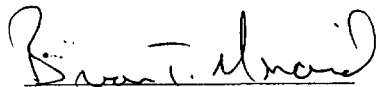
RE: Benefits for Employees on Long-Term Disability

The Employer agrees during the term of this Collective Agreement to continue its contribution towards benefits for employees on Long-Term Disability as follows:

"When an employee with ten (10) or more years of active service with the employer **goes on long-term** disability the employer **will** continue to pay its share of premiums for benefits under Section 40.0 of the Collective Agreement for **as long** as the employee is on long-term disability. When an employee with less than ten (10) years of service goes on long-term disability, the employer will continue to pay its share of premiums up to the length of the employees' active service with the employer."

This letter of understanding does not form part of the Collective Agreement and is not subject to the grievance procedure. It terminates on June 30, 2000 unless the parties mutually agree to an extension.

Dated this 31 Day of March, 1998



For the Society



For the Union

SCHEDULE "A"

Staff Salary Ranges Effective July 1, 1998

GROUP	CLASSIFICATION	ANNUAL RATE	BI-WEEKLY RATE
Coordinators of Volunteer Services	Coordinators of Volunteer Services	27,299 - 39,786	1049.96 - 1530.23
Child Care Workers	Child Care Worker I (RAC) Child Care Worker II (RAC)	27,063 - 37,481 30,975 - 39,786	1040.88 - 1441.58 1191.34 - 1530.23
RAC Night Duty Worker	Night Duty Worker (RAC)	21,770 - 31,382	837.30 - 1207.00
RAC Housekeeper	Housekeeper (RAC)	26,748 - 31,874	1028.76 - 1225.92
Nursery School Teachers/Supervisors	Nursery School Teacher Nursery School Supervisor	(Ten month position) (Ten month position)	879.12 - 1215.58 1009.33 - 1300.97
Nursery School Program Assistants	Program Assistants	(Ten month position)	734.03
Office Services	Finance Clerk Senior Finance Clerk I Senior Finance Clerk II General Clerk Computer Clerk Computer Technician Network Administrator Software Specialist Information Services Clerk I Information Services Clerk II Receptionist/Switchboard Department Secretary Telephone/Intake Secretary Legal Secretary	22,737 - 26,947 26,868 - 33,488 28,003 - 34,897 20,507 - 24,477 23,873 - 28,285 28,158 - 36,270 32,000 - 38,000 32,000 - 38,000 20,507 - 24,477 22,725 - 27,067 22,725 - 27,067 24,147 - 29,777 26,868 - 33,489 24,147 - 29,777	874.50 - 1036.42 1033.38 - 1288.00 1077.03 - 1342.19 788.73 - 941.42 918.19 - 1087.88 1083.00 - 1395.00 1230.76 - 1461.53 1230.76 - 1461.53 788.73 - 941.42 874.03 - 1041.04 874.03 - 1041.04 928.73 - 1145.27 1033.38 - 1288.04 928.73 - 1145.27
Courier and Maintenance	Courier Maintenance I Courier Maintenance II	23,255 - 29,173 26,748 - 31,875	894.42 - 1122.04 1028.76 - 1225.96

SCHEDULE "A"

Social Work Salary Grid Effective July 1, 1998

CLASSIFICATION - SOCIAL WORKER III

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Salary	34,762	35,974	37,186	38,398	39,610	40,822	42,034	43,246	44,458	45,670	46,882
BiWeekly	1337.00	1383.61	1430.23	1476.84	1523.46	1570.07	1616.69	1663.30	1709.92	1756.54	1803.15

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Salary	38,398	39,610	40,822	42,034	43,246	44,458	45,670	46,882	48,094	49,306
BiWeekly	1476.84	1523.46	1570.07	1616.69	1663.30	1709.92	1756.53	1803.15	1849.77	1896.38

SCHEDULE "A"

Staff Salary Ranges Effective July 1, 1999

GROUP	CLASSIFICATION	ANNUAL RATE	BI-WEEKLY RATE
Coordinators of Volunteer Services	Coordinators of Volunteer Services	27,299 - 40,980	1049.96 - 1576.15
Child Care Workers	Child Care Worker I (RAC) Child Care Worker II (RAC)	27,063 - 38,605 30,975 - 40,980	1040.88 - 1484.81 1191.34 - 1576.15
RAC Night Duty Worker	Night Duty Worker (RAC)	21,770 - 32,323	837.30 - 1243.19
RAC Housekeeper	Housekeeper (RAC)	26,748 - 32,830	1028.76 - 1262.69
Nursery School Teachers/Supervisors	Nursery School Teacher Nursery School Supervisor	(Ten month position) (Ten month position)	879.12 - 1252.05 1009.33 - 1340.00
Nursery School Program Assistants	Program Assistants	(Ten month position)	756.05
Office Services	Finance Clerk Senior Finance Clerk I Senior Finance Clerk II General Clerk Computer Clerk Computer Technician Network Administrator Software Specialist Information Services Clerk I Information Services Clerk II Receptionist/Switchboard Department Secretary Telephone/Intake Secretary Legal Secretary	22,737 - 27,755 26,868 - 34,493 28,003 - 35,944 20,507 - 25,211 23,873 - 29,134 28,158 - 37,358 32,960 - 39,140 32,960 - 39,140 20,507 - 25,211 22,725 - 27,879 22,725 - 27,879 24,147 - 30,670 26,868 - 34,494 24,147 - 30,670	874.50 - 1067.50 1033.38 - 1326.65 1077.03 - 1382.46 788.73 - 969.65 918.19 - 1120.54 1083.00 - 1436.85 1267.69 - 1505.38 1267.69 - 1505.38 788.73 - 969.65 874.03 - 1072.27 874.03 - 1072.27 928.73 - 1179.62 1033.38 - 1326.69 928.73 - 1179.62
Courier and Maintenance	Courier Maintenance I Courier Maintenance II	23,255 - 30,048 26,748 - 32,831	894.42 - 1155.69 1028.76 - 1262.73

SCHEDULE "A"

Social Work Salary Grid

Effective July 1, 1999

CLASSIFICATION - SOCIAL WORKER III

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Salary	35,974	37,186	38,398	39,610	40,822	42,034	43,246	44,458	45,670	46,882	48,094
BiWeekly	1383.61	1430.23	1476.84	1523.46	1570.07	1616.69	1663.30	1709.92	1756.54	1803.15	1849.77

CLASSIFICATION - SOCIAL WORKER IV

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Salary	39,610	40,822	42,034	43,246	44,458	45,670	46,882	48,094	49,306	50,518
BiWeekly	1523.46	1570.07	1616.69	1663.30	1709.92	1756.53	1803.15	1849.77	1896.38	1943.00

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