

# Collective Agreement

between

The Children's Aid Society  
Of the Niagara region

**and**

The Canadian Union of Public Employees  
Local 2328

Begins:  
04/01/2003

Terminates:  
03/31/2006

11956 (03)

MEMORANDUM OF SETTLEMENT

Between:

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

and

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

The parties hereto have agreed to recommend to their respective parties the settlement of the terms of a new collective agreement to operate from April 1, 2003 to March 31, 2006, the terms of which agreement will be comprised of the terms of the collective agreement which expired on March 31, 2003 as amended by the provisions attached hereto.

It is understood that salary only will be retroactive to April 1, 2003 based on straight time hours, and that only those employees employed as of the date of ratification will be eligible to receive such payments.

The parties unanimously agree to recommend this memorandum of settlement to their respective principles for ratification at the earliest opportunity.

All other outstanding issues and proposals are hereby withdrawn. Pages 1 to 91 form a part of this agreement. The parties agree that in the preparation of this amended collective agreement article numbers may change to reflect the negotiated articles.

Dated this 27th day of June, 2003

FOR THE CHILDREN'S AID SOCIETY  
OF THE NIAGARA REGION

Brian T. Brown  
Karim Edwards  
Nicole Jones  
[Signature]

FOR CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2328

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

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MAY 06 2004

ARTICLE 1 – PURPOSE OF THE AGREEMENT .....	1
ARTICLE 2 - RECOGNITION .....	1
ARTICLE 3 – NON DISCRIMINATION.....	3
ARTICLE 4 – UNION SECURITY .....	4
ARTICLE 5 – CHECK OFF OF UNION DUES .....	4
ARTICLE 6 – EMPLOYEE INFORMATION .....	4
ARTICLE 7 – MANAGEMENT RIGHTS.....	5
ARTICLE 8 – UNION REPRESENTATION.....	5
ARTICLE 9 – TIME OFF FOR REPRESENTATIVES .....	6
ARTICLE 10 – USE OF EMPLOYER FACILITIES.....	7
ARTICLE 11 – EMPLOYEE RESPONSIBILITIES .....	7
ARTICLE 12 – NO STRIKE, NO LOCK OUT.....	8
ARTICLE 13 – GRIEVANCE PROCEDURE.....	8
ARTICLE 14 – POLICY GRIEVANCES.....	10
ARTICLE 15 - ARBITRATION.....	10
ARTICLE 16 – DISCHARGE AND DISCIPLINE.....	11
ARTICLE 17 – PROBATIONARY PERIOD.....	12
ARTICLE 18 – SENIORITY .....	12
ARTICLE 19 – LOSS OF SENIORITY.....	13
ARTICLE 20 – JOB POSTING.....	14
ARTICLE 21 – TERMINATION, LAY OFF AND RECALL.....	15
ARTICLE 22 – HOURS OF WORK FOR EARLY <b>LEARNING &amp; PARENTING PROGRAMS AND</b> ONTARIO EARLY YEARS CENTRE <b>EMPLOYEES</b> .....	17
ARTICLE 23 – HOURS OF WORK FOR ALL <b>EMPLOYEES EXCEPT RESIDENTIAL SERVICES</b> <b>EMPLOYEES</b> .....	19
ARTICLE 24 – HOURS OF WORK FOR RESIDENTIAL SERVICES EMPLOYEES.....	19
ARTICLE 25 – OVERTIME.....	21
ARTICLE 26 – SHIFT DIFFERENTIALS.....	22
ARTICLE 27 – EMERGENCY ON CALL (AFTER HOURS SERVICE) .....	23

ARTICLE 28 – LEAVE OF ABSENCE – GENERAL.....	23
ARTICLE 29 – EDUCATIONAL LEAVE AND CAREER DEVELOPMENT.....	24
ARTICLE 30 – BEREAVEMENT LEAVE .....	26
ARTICLE 31 – LEAVE FOR PUBLIC DUTIES.....	26
ARTICLE 32 – PATERNITY LEAVE.....	27
ARTICLE 33 – PREGNANCY, PARENTAL, OR ADOPTION LEAVE.....	27
ARTICLE 34 – COURT LEAVE.....	28
ARTICLE 35 – NO DUPLICATION OF PAY.....	29
ARTICLE 36 – PAID HOLIDAYS.....	29
ARTICLE 37 – VACATIONS WITH <b>PAY</b> .....	31
<b>ARTICLE 38 – WAGES</b> .....	<b>32</b>
ARTICLE 39 – JOB CLASSIFICATION AND RECLASSIFICATION.....	33
ARTICLE 40 – MILEAGE AND EXPENSE REIMBURSEMENT.....	33
ARTICLE 41 –GENERAL BENEFIT PROGRAM .....	34
ARTICLE 42 –PENSIONS.....	35
ARTICLE 43 – INCOME MAINTENANCE.....	36
ARTICLE 44 – EMPLOYEE PROTECTION.....	38
ARTICLE 45 – PAYROLL DEDUCTION PLANS.....	39
ARTICLE 46 – EVALUATIONS.....	40
<b>ARTICLE 47 – JOINT HEALTH AND SAFETY</b> .....	<b>40</b>
ARTICLE 48 – JOB SHARING.....	41
ARTICLE 49 – DURATION AND RENEWAL.....	43
LETTER OF UNDERSTANDING#1.....	44
WORKLOAD .....	44
<b>LETTER OF UNDERSTANDING #2</b> .....	<b>47</b>
EMPLOYMENT STABILITY .....	47
LETTER OF UNDERSTANDING#3.....	48
PAY EQUITY .....	48
<b>LETTER OF UNDERSTANDING #4</b> .....	<b>48</b>
EMPLOYMENT INSURANCE REBATE.....	49
LETTER OF UNDERSTANDING#5.....	50
TECHNOLOGICAL CHANGE .....	50

LETTER OF UNDERSTANDING #6.....	51
CHILD PROTECTION INTERNS.....	51
LETTER OF UNDERSTANDING #7.....	52
PRE-PAID LEAVE PLAN.....	52
<b>LETTER OF UNDERSTANDING #8.....</b>	<b>54</b>
JOINT JOB EVALUATION .....	54
APPENDIX 'A'.....	56
LETTER OF UNDERSTANDING #9.....	60
USE OF E-MAIL SYSTEM.....	60
LETTER OF UNDERSTANDING #10.....	61
FIRST RESPONSE WORKER.....	61
LETTER OF UNDERSTANDING #11.....	62
FLEXIBLE WORKING HOURS.....	62
LETTER OF UNDERSTANDING #12.....	63
DISCRIMINATION AND HARASSMENT.....	63
SCHEDULE "A" – WAGES – CHILD WELFARE .....	64
SCHEDULE "B" – WAGES – FAMILY COUNSELLING CENTRE.....	68
FAMILY COUNSELLING CENTRE.....	68
SCHEDULE "C" – WAGES – PROGRAMS.....	70
FAMILY VIOLENCE PROGRAM:.....	70
ADULT PROTECTION WORKER PROGRAM:.....	70
EARLY LEARNING AND PARENTING PROGRAM:.....	70
ONTARIO EARLY YEARS CENTRE:.....	70

THIS AGREEMENT signed August 20, 2003.

Between THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION  
And THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2328

WITNESSETH THAT:

**ARTICLE 1 - PURPOSE OF THE AGREEMENT**

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- 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**

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- 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 employees in the following job classifications (positions) :

Director of Family Service Operations  
Director of Community Support Services  
Assistant Director of Service  
Public Relations Coordinator  
Director of Finance  
Director of Human Resources  
Supervisors and persons above the rank of Supervisor  
Coordinators of the Regional Adolescent Centre / Residential Services  
Coordinators of the Early Learning and Parenting Programs  
Counsel  
Property Manager  
Co-ordinator of Technical Services  
Training Co-ordinator  
Executive Assistant  
Administrative Assistant to the Director of Finance  
Administrative Assistant to the Director of Human Resources  
Administrative Assistant to the Public Relations Coordinator  
Administrative Assistant to the Director of Family Service Operations  
Administrative Assistant to the Director of Community Support Services  
Financial Coordinator

**Payroll/Benefits Officer**

Contract employees

Students employed during the school vacation.

Persons regularly employed for not more than twenty-four (24) hours per week.

Ontario Early Years Co-ordinator

Co-ordinator of Frontline Support Staff

Human Resources Assistant

Co-ordinator of Information Services

After Hours Workers

**2.1 Contract Positions**

- (a) Contract positions are those with an expected duration of twelve calendar months or less. These positions would include a person employed for a specific project of a non-recurring kind, a maternity leave, a long term/short term leave, a WSIB leave, or a project for which special funding exists. Excluding maternity leave, the option to extend these contracts for a further six months shall exist, if mutually agreed upon by the parties. Contract positions, which are expected to exceed three calendar months shall be posted internally in order to give bargaining unit employees a chance to apply.
- (b) If the contract position is the result of a grant or special funding, the terms or conditions of the grant or special funding will prevail over any conflicting terms, conditions or provisions of the collective agreement should the collective agreement apply to the person filling the contract position.
- (c) A contract employee who remains in a position in excess of twelve months or any agreed to extension shall become a member of the bargaining unit, if not already a member of the bargaining unit prior to the start of the contract and shall be entitled to the rights of the collective agreement subject to the limitations set out in this article.
- (d) A contract employee who becomes a member of the bargaining unit, in accordance with paragraph (c), and who was in a contract position for a period of more than six months prior to becoming a member of the bargaining unit, shall be considered as having completed their probationary period and, as such, shall be entitled to all provisions of this collective agreement.
- (e) The cessation or expiry of a contract position shall not be the subject of any grievance and shall not be subject to any of the requirements, restrictions or obligations under the collective agreement, including provisions respecting lay-off, termination, dismissal, or reduction of hours.
- (f) Bargaining unit employees who assume contract positions shall still be considered bargaining unit employees and shall have all the rights and privileges under the collective agreement that they held prior to assuming the contract position, subject to paragraphs (b) and (e) above.
- (g) If the contract position is filled by a member of the bargaining unit, once the contract position is completed, all seniority employees who moved from their regular positions to fill other positions created as a result of a bargaining unit employee filling a contract position, shall return to their previous positions, if they exist.

- 2.2 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 agent as set out in Article 2.0.
- 2.3 Employees shall be defined in this Agreement as:
- Regular, full time employees are employees who regularly work more than twenty-four (24) hours per week.
- 2.4 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.
- 2.5 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.
- 2.6 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**

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- 3.0 (a) The Employer and the Union recognize the right of employees, under the Ontario Human Rights Code, 1990, as amended, to be free from discrimination on any grounds protected by the Ontario Human Rights Code, 1990, as amended, including the following grounds, as defined by the Code: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same sex partner status, family status or disability. The Employer and the Union also recognize their mutual obligation to accommodate employees in accordance with the requirements of the Ontario Human Rights Code, 1990, as amended.
- (b) The Employer and the Union recognize the right of employees under the Ontario Labour Relations Act, 1995, as amended to be free from discrimination because of membership or activity in the Union.
- 3.1 The Employer recognizes that all references to the terms spouse or same sex partner shall be consistent with the definitions of such terms in the Ontario Human Rights Code, 1990, as amended.



#### **ARTICLE 4 -- UNION SECURITY**

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- 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**

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- 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 each bi-weekly pay period 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 within seven (7) working days following the end of the pay period, 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 biweekly 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 employer for such year.

#### **ARTICLE 6 - EMPLOYEE INFORMATION**

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

date.

- 6.3 The Employer shall provide each new employee with a copy of the Benefit Package upon commencement of employment and all employees with written updates and/or changes to the Benefit Package within thirty (30) days of the agreed upon update and/or change.

#### **ARTICLE 7 – MANAGEMENT RIGHTS**

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- 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, suspend or otherwise discipline employees for just cause provided that a claim by an employee who has passed the probationary period 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**

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- 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) Eight (8) Stewards, three of which will represent the **St. Catharines** office, one representing each other office (**Welland** office, **Niagara Falls** office, and the **Regional Adolescent Centre**) and two representing the **Early Years and Early Learning & Parenting Centres**, **plus** the Chief Steward.
  - d) a Negotiating Committee composed of the Negotiation Chairperson 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 Article 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**

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- 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 Where the Union so chooses the President of CUPE Local 2328 may take as time off up to 20% of the regular work week (i.e. equal to one day per week), with a corresponding reduction in workload, without loss of regular pay, benefits or seniority for the purpose of conducting union business unless the President has been elected from the Family Counselling Centre or any of the agency programs (as outlined in Schedules 'B' and 'C'); in this event the time off shall be granted, but the Union shall reimburse the agency for the salary and benefits which relates to the time off. The President of CUPE Local 2328 will ensure, in utilizing this provision, that the time off does not interfere with service needs or work commitments and will arrange with his/her supervisor when the time off is to be taken.
- 9.4 Additionally, the President of the Union or his/her designate 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**

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- 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 shall provide a separate bulletin board in each Employer location. Notices of general information, meetings, committee activities, and correspondence from CUPE Ontario and CUPE National as well as other labour organizations can be posted on the union bulletin board without requiring prior approval from the employer. Any other notices must have prior approval from the employer. This 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**

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- 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. The Union President may request another member to attend this meeting and such request shall not be unreasonably denied. 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 Article 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 40.

**ARTICLE 12 – No STRIKE, NO LOCK OUT**

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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, 1995, as amended*, from time to time.

**ARTICLE 13 – GRIEVANCE PROCEDURE**

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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 Agree-

ment, an earnest effort shall be made to settle such differences without undue delay in the following manner.

13.1

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 Article or Articles 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

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 Assistant Director of Service. The Service Director or Assistant Director of Service 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 Assistant Director of Service 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, in writing.
  - (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

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- 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 An Employer Policy grievance shall be filed within thirty (30) working days of the day on which the circumstances giving rise to the grievance occurred or came to the attention of the Employer.
- A Union Policy grievance shall be filed within thirty (30) working days of the day on which the circumstances giving rise to the grievance occurred or came to the attention of the Union.
- 14.3 All policy grievances shall be initiated at the Step 3 level of the Grievance Procedure

ARTICLE 15 • ARBITRATION

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- 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 chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson 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 chairperson.
- 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 Chairperson 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 chairperson 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 Article 48(16) of the Ontario Labour Relations Act, 1995, as amended.
- 15.8 Upon mutual agreement by both parties, a single arbitrator may be appointed in lieu of an Arbitration Board.

**ARTICLE 16 -- DISCHARGE AND DISCIPLINE**

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- 16.0 (a) When the Employer deems it necessary to place a notation or disciplinary notation in writing in the Employee's record, a copy of the notation will be given to the Employee.
- (b) 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 within five (5) days of the date of the letter.
- (c) When an employee is required to attend a meeting, the purpose of which is to conduct a disciplinary hearing concerning him or her or to render a disciplinary decision concerning him or her, the employee is entitled to have, at his or her request, a representative of the Union attend the meeting. The employee shall receive a minimum of one (1) day's notice of such a meeting.
- 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 Provided that an employee's record has been free from discipline for similar grounds during the preceding one year period, any letter of reprimand, letter of suspension, counselling letter or other disciplinary notation which predates the one year period will be removed and such removal will be confirmed in writing with the employee. A copy of the letter of removal will not become part of the employee's personnel file.

#### **ARTICLE 17 – PROBATIONARY PERIOD**

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- 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 or upon mutual agreement of the employer, the employee and the union in writing.
- 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 Article 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**

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- 18.0 For the purpose of this Agreement, Seniority shall mean length of time in the bargaining unit since the last date of hire.
- 18.1 (a) The Employer shall prepare and post a seniority list on January 15<sup>th</sup> and July 15<sup>th</sup>
- (b) Seniority Lists will be revised every six (6) months, a copy of the lists will be posted in each office, each Early Learning and Parenting Program and the 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.
  - (d) An employee who is absent from work or on a leave of absence for any reason (including illness or accident) for seventeen (17) continuous weeks will not accumulate seniority for any period after the first seventeen (17) weeks except as permitted under the collective agreement or required by law,
  - (e) The employee will continue to maintain the seniority that they had before the absence plus seniority accumulated over the first seventeen (17) weeks of leave but will not accumulate any further seniority until the employee returns to work.
  - (f) The seniority list will show a column for amended seniority dates to accurately reflect the non-accumulation. Fifty-two (52) weeks will equal one (1) year of seniority for the purposes of this amendment.
- 18.2 Where a 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 judgement 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

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- 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 or Arbitration 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-Article 28.1 (b), or pursuant to emergency leave under the *Employment Standards Act, 2000*, as amended.

- (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.
- (h) Transfer outside the bargaining unit in excess of provisions defined under Article 20.6.

**ARTICLE 20 – JOB POSTING**

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- 20.0 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.
- 20.1 No qualifications shall be set by the Employer for any job unless the qualifications are reasonable and necessary for the performance of that job.
- 20.2 The Employer shall be free to temporarily fill a vacancy during the posting period by appointing a qualified person according to Article 18.3.
- 20.3 Notice of all vacancies, reclassification or new positions created within the bargaining unit shall be posted within thirty (30) calendar days and 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 20.3(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.
- 20.4 (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 or where the employee should have reasonably become aware of the filling of the vacancy, and the answer shall be given within three (3) working days of the making of the request. A copy of the written reasons shall be placed in the Employee's record, if the employee so requests.
- (e) Authorized Protection Workers who have passed the probationary period or were successful applicants for job postings may apply but need not be considered for another job posting until they have been in their present position for a period of twelve (12) months.

Any Authorized Protection Workers (who has completed probation and is qualified in accordance with Article 18.3), that has applied for a job posting under Article 20 and has not completed twelve (12) months in their position will be offered the position before an external applicant is hired.

All other employees who have passed the probationary period or were successful applicants for a job posting may apply but need not be considered for another job posting until they have been in their present position for a period of six (6) months.

- (f) The employer will give the union a list of bargaining unit members applying for each posting.
- (g) Employees transferred to a position in a higher classification for a consecutive period of six (6) months shall be deemed qualified for all future postings for the higher classification.

20.5 The Secretary of the Union shall be notified in writing of all appointments, hirings, layoffs, transfers, recalls, terminations and of employees filling in on a temporary full-time basis.

20.6 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.

#### ARTICLE 21 – TERMINATION, LAY OFF AND RECALL

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21.0 Both Parties recognize that job security should increase in proportion to length of seniority.

21.1 Employee displacement rights are contingent upon:

- (a) seniority:

- (b) knowledge, qualifications and ability to do the normal requirements of the job.
- 21.2** When the Employer determines that the services of an employee are no longer required beyond a specified date due to lack of work or discontinuance of a function, or a reduction in an employee's hours of work, the Employer shall advise the employee, in writing, that his or her services will no longer be required. Such communication shall also indicate any guarantee of a reasonable job offer and a list of classifications which are, in the opinion of the Employer, commensurate with his or her qualifications and displacement rights, if such a position is or becomes available.
- 21.3** Employees who are not in receipt of a guarantee of a reasonable job offer or choose not to exercise displacement rights, shall be laid off and deemed surplus employees.
- 21.4** The Employer shall then advise the Union of those employees affected.
- 21.5** 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.
- 21.6** Employees on layoff can exercise recall rights for a period of **24** consecutive months from their date of layoff.
- 21.7** The employer shall notify by mail, all laid off employees **of all job postings** in the classifications for which, in the opinion of the Employer, are commensurate with his or her qualifications.
- 21.8** (a) Early Learning and Parenting Program -Temporary Closure of **less than 60 days**
- Articles **21.0** to **21.9** inclusive do not apply to a layoff in Early Learning and Parenting Program employees when the employer is unable to operate the Early Learning and Parenting Program premises, due to labour disputes, loss of license, temporary or permanent closure of the **facility/building** in which the Early Learning and Parenting Program is being operated, Act of God, or other emergency at the Early Learning and Parenting Program 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 Early Learning and Parenting Program at an alternate location.
- (b) Early Learning and Parenting Program - Permanent Closure
- When an Early Learning and Parenting Program is permanently closed employees affected by the closure will be allowed to exercise their rights under the collective agreement.
- 21.9** No vacancy shall be posted under Article 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 Article 18.3 (a) (ii). No new employee will be hired until **those** laid off have been given an opportunity of re-employment.
- 21.10** 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' seniority but less than four (4) years' seniority shall receive four (4) weeks' notice prior to layoff or payment in lieu of notice.

All employees with more than four (4) years' seniority 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.

- 21.11 Grievances concerning layoffs due to a reduction in the working force will be initiated at Step 3 of the Grievance Procedure.
- 21.12 Should an employee grieve their lay off or recall as set out in Article 21 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.
- 21.13 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.
- 21.14 Any employee still on probation may terminate employment with one (1) week's notice in writing.
- 21.15 Each permanent employee will provide one (1) month's notice in writing of termination of employment unless there are exceptional circumstances, in which case the Employer, may at their option, accept a written notice of termination that is less than one (1) month. The Employer may, at their option, make payment in lieu of all or part of such notice being worked out.
- 21.16 Any part of a vacation period shall not be considered part of the notice of termination to the Employer.
- 21.17 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
- 21.18 Benefits Payable at Termination of Employment
- (a) Vacation pay: as per Article 37, the employee will be paid any earned vacation pay owing up to the point of termination.
  - (b) Sick leave gratuity: as per Article 43.1 where it applies
  - (c) Pension benefits as set out in the Ontario Municipal Employees Retirement System.

**ARTICLE 22 – HOURS OF WORK FOR EARLY LEARNING & PARENTING PROGRAMS AND ONTARIO EARLY YEARS CENTRE EMPLOYEES**

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Early Learning and Parenting Programs

- 22.0 The Early Learning and Parenting Program employees will follow the normal elementary school calendar from September to June inclusive.

- 22.1 During the weeks of operation there normally will be two shifts daily:
- 8:30 a.m. to 4:30 p.m.
  - 9:00 a.m. to 5:00 p.m.
- 22.2 The normal work week is thirty-five (35) hours for Early Learning and Parenting Program employees, other than Program Assistants whose normal work week is twenty seven and one half (27.50) hours per week.
- 22.3 Flexible working hours may be arranged with the approval of the Employer.
- 22.4 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.
- 22.5 Employees shall be allowed one (1) fifteen (15) minute break in each morning and each afternoon of every normal working day and one (1) hour for lunch on every normal working day.

Ontario Early Years Centre

- 22.6 Hours of operation for the Ontario Early Years Centre – Niagara Centre are Monday, Wednesday, Friday and Saturday, 8:30 a.m. to 4:30 p.m., and Tuesday and Thursday, 8:30 a.m. to 7:30 p.m.
- 22.7 The normal work week shall be five (5) shifts of seven (7) hours each, thirty-five (35) hours per week.
- 22.8 Employees shall be allowed one (1) hour for lunch each day plus one fifteen (15) minute break in the morning and afternoon of each normal day.
- 22.9 Employees at the Centre, with the exception of the Receptionist/Secretary, will be scheduled on a three-week rotation schedule which may include evening and Saturday shifts. OEYC Mobile Resource employees will be scheduled Tuesday through Saturday or Monday through Friday, including one evening shift per week.
- 22.10 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 a change shall not be unreasonably withheld.
- 22.11 No employee shall be scheduled to work a split shift except for emergency situations
- 22.12 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 ALL EMPLOYEES EXCEPT RESIDENTIAL SERVICES EMPLOYEES**

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- 23.0 (a) The normal work week for all employees save and except those employees covered in Articles 22 and 24, and the Courier Maintenance 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) Flexible working hours may be arranged with the approval of the Employer.
- 23.1 (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.
- 23.2 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.
- 23.3 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.
- 23.4 No employee shall be scheduled to work a split shift except for emergency situations
- 23.5 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 24 – HOURS OF WORK FOR RESIDENTIAL SERVICES EMPLOYEES**

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- 24.0 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. - midnight
Night Shift	11:00 p.m. – 8:00 a.m.



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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.

- 24.3** (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-Article 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 Article 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.
- 24.4 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.

#### **ARTICLE 25 – OVERTIME**

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- 25.0 (a) An employee is entitled to overtime compensation for each additional completed period of fifteen (15) minutes of overtime worked by him or her;
- (i) when the overtime work is authorized in advance by the Employer,
  - (ii) in the case of an emergency or in any other circumstance deemed appropriate by the employer,
  - (iii) when the employee does not control the duration of the overtime work.
- (b) If overtime is not approved in advance due to an emergency or any other circumstance, it must be approved retroactively, as soon as possible, after such overtime occurs.
- (c) Employees shall record starting and finishing times of overtime in a form determined by the Employer and approved by the employee's immediate Supervisor.
- (d) Entitlement to Compensatory time off commences on an hour for hour basis:
- (i) in excess of thirty-three and three (33 3/4) hours up to a maximum of forty (40) hours per week.
  - (ii) at time and a half in excess of forty (40) hours per week
- (e) Compensatory time off shall be taken within a ninety (90) day period. An extension of the ninety (90) day period may be allowed if agreed to in written form and signed by the Employer and Employee. If there is no written extension agreement, between the Employer and Employee, the Employee shall be paid for such hours.
- (f) An employee required to work two (2) hours beyond their scheduled normal workday, will be reimbursed for a meal allowance of up to ten (\$10.00) dollars and up to twenty (\$20.00) dollars if the overtime is accumulated outside of the Niagara Region.

- (h) If the Employer for any cause, determines the agency to be closed, an employee who is required to work and is not allowed to leave their post, shall be paid overtime, until replaced by the next shift employee.
- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 Call Back
- An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift or regular day hour of work, shall be paid a minimum of four (4) hours pay at his or her basic hourly rate or at the applicable overtime rate for the time worked on the call in, whichever is greater.

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**ARTICLE 26 – SHIFT DIFFERENTIALS**

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- 26.0 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.
- 26.1 The Employer shall pay shift premiums as follows:
- seventy cents (\$0.70) per hour for the afternoon shift and seventy-five cents(\$0.75) per hour for the night shift.
- 26.2 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 27 – EMERGENCY ON CALL (AFTER HOURS SERVICE)**

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27.0 No employee under this Agreement will be required to be on "Emergency On-Call (After Hours Service)".

**ARTICLE 28 – LEAVE OF ABSENCE – GENERAL**

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28.0 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.

28.1 (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 as sick leave should the circumstances warrant it. In cases where such time has not been granted as sick leave, employees may use **vacation/overtime**, arrange to **flex** their time on the day in question, or they may choose to take the time not worked as unpaid. Employees will make an effort to arrange medical and dental appointments at a time which least interferes with their working hours.

(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 a 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 Article 41 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.

28.2 (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 CUPE 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.
- 28.3 (a) The Employer may, at its discretion, grant 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 Articles 18 & 21 only will accumulate during the first seventeen (17) weeks of 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.
- (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 29 – EDUCATIONAL LEAVE AND CAREER DEVELOPMENT

- 29.0 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.
- 29.1 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.
- 29.2 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
- 29.3 (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.
- 29.4 (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 1<sup>st</sup> of the year the applicant wishes such leave:
- (b) The Employer shall inform all applicants by June 1<sup>st</sup> of the year of application as to whether or not the leave is granted.
- 29.5 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 41.
- 29.6 (a) Seniority will accumulate during the first seventeen (17) weeks of 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 subject to seniority. 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.
- 29.7 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.
- 29.8 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.
- 29.9 (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 courses shall be considered as hours worked and the employee shall receive their regular rate of pay or time off in lieu of wages.

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**ARTICLE 30 – BEREAVEMENT LEAVE**

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- 30.0 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) Five (5) working days for a parent, **spouse/partner**, child, step-parent and step-child of the employee.
  - (b) Three (3) working days for a ward of the employee, brother or sister, mother- or father-in-law, sister- or brother-in-law, grandparent or grandchild of the employee: **or** any blood relative permanently residing in the employee's household.
  - (c) One (1) working day for the **spouse/partner** of employee's child; the step-parent, foster parent, foster child, grandparent, step-grandparent or step-grandchild of the employee's **spouse/partner**; or a relative of the employee who is dependant on the employee for care or assistance.
  - (d) 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.
  - (e) Special circumstances are at the discretion of the Director
- 30.1 If during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave under Article 30.0 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.

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**ARTICLE 31 – LEAVE FOR PUBLIC DUTIES**

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- 31.0 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 32 – PATERNITY LEAVE**

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- 32.0** The Employer shall grant to a male employee five (5) 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 spouse/partner's delivery will occur.
- (b) Such leave shall be arranged in consultation with the Director of Human Resources.

**ARTICLE 33 – PREGNANCY, PARENTAL, OR ADOPTION LEAVE**

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- 33.0** 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.

*Pregnancy, Parental and Adoption Leave will be granted in accordance with the provisions of the Employment Standards Act, 2000, as amended, except where amended in this Article.*

- (a) Upon receipt of medical proof of pregnancy and the employee's due date from a legally qualified medical practitioner and upon the request of the female employee who has been employed for at least 13 weeks prior to her due date, the Employer shall grant a leave of absence to such employee up to a maximum of twelve (12) months consisting of seventeen (17) weeks of pregnancy leave and thirty-five (35) weeks of parental leave.
- (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: thirty-five (35) weeks of parental leave followed by seventeen (17) weeks of unpaid leave.
- (c) An employee who has been employed for at least 13 weeks and who is a parent and has not taken pregnancy leave shall be entitled to thirty-seven (37) weeks of 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. Parental leave must commence no later than fifty-two (52) weeks after the day the child is born or comes into the employee's custody, care and control for the first time.
- 33.1** An employee may begin pregnancy leave no earlier than seventeen (17) weeks prior to the due date of the child. The employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.
- 33.2** The request for a leave of absence by the employee must be made in writing to the Employer at least one (1) month prior to the commencement date of the pregnancy leave and two (2) weeks prior to the commencement of adoption or parental leave.
- 33.3** The employee shall give the Employer at least four (4) weeks' written notice of his or her intention to return to work or not from pregnancy, parental or adoption leave.



33.4 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 subject to seniority. 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.

33.5 An employee on pregnancy, parental or adoption leave shall accrue seniority pursuant to the Employment Standards Act, 2000, as amended.

33.6 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, a regular full time employee who is on pregnancy 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.

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

33.8 **Maternity Related Reassignment**

An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuing any of her current functions may pose a risk to her health or that of the foetus or child. The employee's request must be accompanied or followed as soon as possible by a medical certificate indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk, and the Employer will implement this request upon receipt of the medical certificate.

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**ARTICLE 34 – COURT LEAVE**

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34.0 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.

- 34.1 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.
- 34.2 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 35 – NO DUPLICATION OF PAY**

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- 35.0 (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, car 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 W.S.I.B. (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 34.
- (b) In the event of a situation where duplicate payment under Article 35.0 (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 36 – PAID HOLIDAYS**

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- 36.0 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 (in lieu of Remembrance Day) |
| Victoria Day   | Christmas Day                                |
| Dominion Day   | Boxing Day                                   |
| Civic Holiday  |  |

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.

- 36.1 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 Article 36.7.

- 36.2 Should one or more holidays as set out in Article 36.0 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.
- 36.3 (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.
- 36.4 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.
- 36.5 (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%) 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 Article 36.1;
- OR
- (b) his regular hourly rate for hours worked on the paid holiday and one and one-half (1%) 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%) times the number of hours **so** worked compensatory time off, or, at the discretion of the Employer, paid one and one-half (1%) 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.
- 36.6 An employee who observes religious holidays on days other than those set out on Article 36.0 may, with prior notification to their immediate Supervisor, use the Floating Holiday or a vacation day or compensating day to observe the religious holiday.
- 36.7 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 37 – VACATIONS WITH PAY**

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**37.0** A full time permanent employee of the Employer who has completed their probationary period will be entitled to earn vacation time as follows:

On an employee's first **(1<sup>st</sup>)** year anniversary date of seniority they shall be entitled to four **(4)** weeks of vacation;

On an employee's tenth **(10<sup>th</sup>)** year anniversary date of seniority they shall be entitled to five **(5)** weeks of vacation;

On an employee's twentieth **(20<sup>th</sup>)** year anniversary date of seniority 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, **2000**, as amended, including Union leaves.

It is understood that vacations with pay are an earned benefit of employment. However, an employee may continue to earn vacation with pay in accordance with Article **43.1 (c)**, Sick Leave Benefit at the number of weeks of **100%** income, but **not thereafter**. Employees on an unpaid absence do not earn vacation with pay. Employees on a paid absence will earn vacation with pay.

Upon completion of the probationary period the employee shall **be** entitled to utilize earned vacation time subject to Article **37.3**.

**37.1** Vacations for Early Learning and Parenting Program 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.

**37.2** 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.

**37.3** The Employer reserves the right to grant an employee's vacation leave, but shall make every reasonable effort:

(a) to provide the employee's leave in an amount and at such time as the employee may request;

(b) to consider length of service while providing for an equitable system for vacation approval, coverage and leave where conflict between requests occurs;

(c) not to recall an employee to duty after the employee has proceeded on vacation leave;

(d) not to cancel nor alter a period of vacation leave which has been previously approved in writing, provided that the conditions of Article **37.7** have been fulfilled. Article **37.7** will not be used in an arbitrary manner.

- 37.4 On termination of employment, an employee shall be entitled to all outstanding vacation pay earned up to the date of their termination.
- 37.5 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 Article 37.3 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.
- 37.6 **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.
- 37.7 Where, in respect of any period of vacation leave, an employee:
- (a) is granted bereavement leave;
  - (b) is hospitalized,
  - (c) is granted sick leave by the Executive Director,
- the period of vacation leave so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for use at a later date.
- 37.8 The Employer shall give an employee as much notice as practicable and reasonable of approval, denial, alteration or cancellation of a request for vacation leave. In the case of denial, alteration or cancellation of such leave, upon written request by the employee, the Employer will provide reasons for the decision in writing.
- 37.9 When the employer cancels or alters a period of vacation which has previously been approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee, and any other lost monies in respect of that period, subject to the presentation of such documentation as the Employer may require. The employee shall make every reasonable attempt to mitigate such losses.

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**ARTICLE 38 – WAGES**

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- 38.0 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 Schedules "A", "B" and "C" attached hereto, which is hereby made a part of this Agreement.
- 38.1 At the time of hiring, each new employee shall receive a letter stating their starting salary and classification according to the Wage Schedules 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.
- 38.2 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.

- 38.3 When an employee is assigned to and performs the principal duties of a higher paying position 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.
- 38.4 (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.
- 38.5 All employees shall be granted salary increments as determined and agreed upon by the Employer and Union as outlined in this collective agreement, according to their classification and seniority date (as amended).

**ARTICLE 39 - JOB CLASSIFICATION AND RECLASSIFICATION**

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- 39.0 (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 Article, 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 the Wage Schedule's attached.

**ARTICLE 40 - MILEAGE AND EXPENSE REIMBURSEMENT**

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- 40.0 Where an employee drives a private car on employer business they shall be paid at a rate of 36 cents per kilometre, effective the date of ratification of this Collective Bargaining Agreement (the initial payment occurring the 16<sup>th</sup> of the month following ratification); 37 cents per kilometre, effective January 16, 2004; 38 cents per kilometre effective January 16, 2005 and 39 cents per kilometre effective January 16, 2006. 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.
- 40.1 Mileage and expenses, payable in accordance with Agency policy, will be paid by direct deposit.
- 40.2 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.

#### 40.3 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.

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

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#### ARTICLE 41 – GENERAL BENEFIT PROGRAM

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

Item I - Employer's Health Tax -Ward Hospital Coverage

Item II - Supplementary Health Insurance Plan (Major Medical Benefits)  
Including vision care coverage of \$225.00 per twenty-four (24) month period, effective date of ratification of this agreement.

Hearing Aid coverage to a maximum of \$300.00 every 24 months.

No coverage for "over the counter" prescription drugs.

Item III- Group Life Insurance, Accidental Death and Dismemberment Insurance and Dependent Life Insurance.

Item IV- Dental Care Plan- reimbursement will be based on a one (1) year lag in the ODA rates effective the date of ratification of this agreement and implemented on Jan. 1st of each year. Periodontal recall every nine (9) months.

Effective January 1, 2003 dental plan to include 50% of orthodontic services, for a maximum of \$750.00 per year and to a lifetime maximum of \$1,500.00 for dependant children 6-18 years of age.

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

(c) Employees are eligible for Items II, III and IV 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 and IV in Article 41.0 (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.
- (f) Employees will notify the agency in writing of any changes to their benefit status.
- 41.1 (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 Article 41.0 to a maximum of three (3) months from commencement of absence, except for educational leave of absence (Article 29.5) 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 Article 43.1 of this Agreement, the Employer shall continue to pay its share of premiums of items mentioned in Article 41.0 until such time as the employee is no longer in receipt of basic sick leave pay under the terms of this Agreement.
- 41.2 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 Article 41.0, thereafter the employee may pay full premiums through the Employer if they so desire for a maximum period of eighteen (16) months for lay off and no time limit regarding illness.

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 Article 41.0 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 employee's active service with the employer.

- 41.3 The terms of the policies and the rules and requirements of the various carriers of this General Benefit Program shall govern. It is understood that the Employer's liability under this Article is limited to the payment of premiums as set out in this Article and that, by agreeing to make the group insurance plans set out in this Article available, the Employer does not assume the role of insurer and will not be liable as insurer.
- 41.4 The Employer will pay the premiums for coverage of the benefits listed in items II, III and IV in Article 41.0 (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 42 - PENSIONS

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- 42.0 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 43 – INCOME MAINTENANCE**

**43.0 Work Place Safety Insurance**

- (a) The Employer shall pay the premiums for accident insurance coverage 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 a Supervisor. The affected Employee and Supervisor will then advise Human Resources who will complete the required Form 7 and have the employee sign, if available. The Employer shall provide the Employee with a copy of the Form 7 and submit it to the W.S.I.B. (as required by the guidelines) in order to give the Employee an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide to the employee any return to work plan or any other prescribed information and/or correspondence between the Employer and the W.S.I.B., not copied to the employee.
- (c) An employee receiving full loss of earnings benefits or participating in a modified return to work program from W.S.I.B. shall accumulate seniority and shall be entitled to all benefits under this Agreement during seventeen (17) weeks of absence. After seventeen (17) weeks of absence; vacation, special leave days and seniority entitlement will be frozen and reinstated upon his/her return to work.

**43.1 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. Where such certificates are requested, the Employer will reimburse the cost to maximum of \$20.00.
- (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.

- 43.2 (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% of all normal earnings at time of cessation of employment to a maximum of twenty-five hundred dollars (**52,500**) with medical evidence of insurability.
- (f) Employees continue to accumulate seniority for the seventeen (17) weeks considered the elimination period only. When deemed to be on Long Term Disability, the Employee's seniority is frozen until a return to work or termination of employment.
- (g) Employees returning from Long Term Disability are entitled to recall rights from the date of their fitness to return to work. They do not have displacement rights.

#### 43.3 Employment Insurance

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

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#### ARTICLE 44 – EMPLOYEE PROTECTION

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- 44.0 (a) The Employer shall pay premiums for insurance coverage, subject to availability, which insurance pays 100% of the legal costs (counsel fees and necessary disbursements) in defence of a charge laid under the Criminal Code of Canada or any Provincial Statute, not including the Highway Traffic Act or is named in a civil proceeding arising out of the performance of his/her duties, subject to the following limitations.
- (i) the selection of counsel for civil matters shall be assumed by the insurance company.
  - (ii) the selection of counsel for criminal matters shall be assumed by the employee and the coverage applies until such time as there is
    - (a) a finding of guilt, or
    - (b) a pleading of guilt
  - (iii) the maximum legal costs which will be paid will not exceed \$100,000 per individual claim and overall policy maximum in any one year for all claims will fall within the Employer's aggregate coverage.
- (b) This Article shall not be deemed to authorize or condone the commission of any unlawful act or activity not considered to be within the scope of the Employee's duties.

(c) It is understood that payment under the terms of this clause does not prejudice the Employer's right to take disciplinary action against an employee.

44.1 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.

44.2 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 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.

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

#### ARTICLE 45 - PAYROLL DEDUCTION PLANS

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##### 45.0 Canada Savings Bonds

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

##### 45.1 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.

##### 45.2 Staff Gift Fund

Full 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 46 – EVALUATIONS**

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- 46.0 (a) All employees must receive a written evaluation two (2) weeks prior to the completion of the probationary period and every year thereafter.
- (b) When a formal evaluation of an employee's performance is made, the employee concerned **must** be given an opportunity to sign the evaluation form in question upon its completion to indicate that its contents have been read. A copy of the evaluation form will be provided to the employee at that time. An employee's signature on his or her assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (c) An employee has the right to make written comments to be attached to the evaluation form.
- (d) Upon written request of an employee, the personnel **file** of that employee shall be made available once per year for his or her examination in the presence of an authorized representative of the Employer.
- (e) With exception of the evaluation made during the probationary period, the content of such evaluations may be subject of a grievance by the employee.

**ARTICLE 47 – JOINT HEALTH AND SAFETY**

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- 47.0 (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 proactively 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.

- 47.1 The Employer shall comply with all applicable federal, provincial and municipal Health and Safety Legislation and Regulations.
- 47.2 The employer agrees to reimburse the cost of safety boots for the Courier-Maintenance I and Courier-Maintenance II positions to a maximum cost of one hundred and twenty five dollars (\$125) each year provided that the employees wear the safety boots. In addition the employer will reimburse one hundred dollars (\$100) per year for industrial clothing.

**ARTICLE 48 – JOB SHARING**

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48.0 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 Support and Technical Staff 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 who's 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 (i.e. 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 employees' 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 25 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) Employees 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 employee 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 arrangement will be effective for a maximum period of one (1) year, subject to extension by mutual agreement and approval. 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.

Agreement between the Children's Aid Society of the Niagara Region and CUPE Local 2328  
Expiring March 31, 2006

43

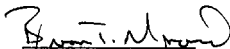


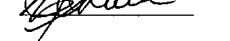
**ARTICLE 49 - DURATION AND RENEWAL**

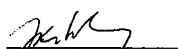
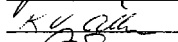

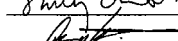
- 49.0 This Agreement shall go into effect on the day after the agreement has been ratified by both the Union and the Board of Directors and shall continue in effect until March 31, 2006 and thereafter shall continue from year to year unless not more than ninety (90) days prior to March 31, 2006, or any subsequent year either Party gives written notice to the other Party that it desires revision, modification or termination.
- 49.1 In the event of such notification being given as to the revision or modification of the Agreement, arrangements for negotiations shall be made within fifteen (15) days following such notification.
- 49.2 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.

Signed at St. Catharines, Ontario this 20<sup>th</sup> day of AUGUST 2003.

For the Children's Aid Society of  
The Niagara Region

For the Canadian Union of Public  
Employees Local 2328

  
  
  
  
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**LETTER OF UNDERSTANDING#1**

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**WORKLOAD**

**BETWEEN:**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

**PART I**

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth of every employee. The employer further recognizes that the issue of workload is a serious concern to bargaining unit members. The Employer and the Union recognize the responsibility to provide services through employees of Family and Children's Services Niagara in accordance with the Child and Family Services Act and to conform to current Ministry standards. It is also the responsibility of the Employer to manage the resources allocated to it by the Ministry of Community Family and Children's Services in order to establish and maintain an effective infrastructure to facilitate the employee's achievement of said standards.

Further, the Employer and the Union recognize that workload can fluctuate and should therefore be reviewed on a regular basis, with the goal of fair, reasonable and equitable distribution of workload. Employees cannot refuse to accept a case based on workload issues.

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

- Investigation and Assessment 8 – 15 (monthly assignments)
- Ongoing 17 – 22 (active cases)
- Child In Care 19 – 24 (active cases)

An active case does not include a case slated for closing or transfer beyond thirty (30) days after having been identified as such by the supervisor.

**PART II**

Accordingly, the Employer and the Union agree to review workload issues by each of the following means:

**Joint Workload Committee:**

- 1) The parties hereby agree to the establishment and maintenance of a Workload Committee.
- 2) The purpose of the Workload Committee is to make recommendations to the Senior Management Team on workload issues relating to front line employees and the impact

of factors on workload. Factors including but not limited to the funding formula: child welfare protection training; ministry standards and guidelines: agency standards: policies and procedures; legislative changes may be considered. The Workload Committee will report to the Senior Management Team on a quarterly basis.

- 3) The Workload Committee may forward a workload issue to the Senior Management Team without recommendation where resolution of the issue is beyond the scope of the committee.
- 4) The Executive Director will provide a formal response within thirty-five working days to the Workload Committee recommendations. Should a recommendation not be implemented, the reasons for the decision will be provided to the Workload Committee and the Workload Committee will revisit the issues that led to the recommendation.
- 5) The Workload Committee will be comprised of three representatives each from child protection staff within the Bargaining Unit and the Employer's Management Team. A management or union representative shall chair the Committee on an alternating basis.
- 6) The Workload Committee may also consider a review of systemic workload issues referred to it by the labour/management committee for non-identified staff in Part I. In this circumstance the Workload Committee will be able to review workload issues with any agency staff they deem appropriate to acquire sufficient knowledge of the issue in order to make recommendations.
- 7) The Committee may meet on a monthly basis but at a minimum shall meet on a quarterly basis. Such time will be considered as time worked.

### PART III

#### Workload Assessment Process for Investigation and Assessment, Ongoing and Child In Care Staff:

##### Step 1

Issues relating to the fair distribution and volume of workload will be reviewed by the employee's supervisor on an individual and team basis. The supervisor will address the issue of workload assignment and volume at the regularly scheduled individual supervision or team meeting. Factors to be taken into consideration prior to assigning cases may include but are not limited to the following:

- Assignment to the training team as a new hire.
- Number of cases before the court.
- Number of designated high-risk cases.
- Number of supervised access visits.
- Amount of driving time required.
- Team coverage.
- Leaves of absence, including vacation and sick leave.
- Complexity of cases affecting service needs.
- Agency related committee work and field instruction.
- Coaching and mentoring of new staff.
- Attendance at training sessions.
- High profile and/or contentious cases.

Where an employee identifies that his/her workload is becoming unmanageable, an employee may request a workload review by his/her immediate supervisor in accordance with this Letter of Understanding.

In order to distinguish between this review and an informal discussion regarding workload between an employee and his/her supervisor, the request for a workload review must **be** in writing outlining specific issues.

A meeting between the supervisor and the employee will be held within five (5) working days of the request or such period of time that the employee and supervisor agree to. The purpose of the meeting is to develop a plan to address workload issues including agreed upon solutions. These solutions will be in writing and signed by all parties with a copy to the appropriate Assistant Director of **Service**. Remedies may include but are not limited to the following:

- Redirecting cases.
- Protecting recording time.
- Deploying additional staff on a contract basis.
- Additional training to support skill development.
- Development of a workload management plan.
- Other remedies as may be appropriate.

If the issue is not resolved in Step 3 the supervisor will refer the matter to the appropriate Assistant Director of Service who will determine an alternative resolution and provide a written response to both the supervisor and employee within ten (10) working days.

If the issue is not resolved the Assistant Director will refer the matter to the Director of Service who will provide a written response to all parties within ten (10) working days.

(Note: Where it is determined that the solution to a workload issue requires a broader scope or systemic action the Director of Service and Senior Management Team will review the matter.)

#### **PART IV**

It is agreed and understood that any grievance arising out of this Letter of Understanding shall be limited to failure to comply with the undertakings specifically outlined in this Letter of Understanding.

**LETTER OF UNDERSTANDING #2**

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**EMPLOYMENT STABILITY**

**BETWEEN:**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

**The Employer and Union agree that no regular full time employee hired prior to the implementation of Bill 76, The Social Work and Social Services Act, shall be dismissed, displaced, or have his/her regular hours reduced by the Employer because of a requirement to register with the College of Social Workers and Social Service Workers.**

**LETTER OF UNDERSTANDING #3**

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**PAY EQUITY**

**BETWEEN:**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

The parties agree that for the purposes of achieving pay equity, the pay equity target rates are those previously identified on July 1, 1999 and that increases to job rates agreed to in collective bargaining for the collective agreement expiring March 31, 2006, will be treated as contributions towards those targets.

During the term of this agreement if an incumbent achieves their targeted pay equity rate they will continue to receive their negotiated increases.

If the employer receives proxy pay equity funding they agree that they will adjust base wage rates accordingly.

The parties agree that upon completion of Joint **Job** Evaluation and upon ratification of same by the parties, it will be agreed that internal equity will have been achieved and pay equity will have been maintained.

LETTER OF UNDERSTANDING#4

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**EMPLOYMENT INSURANCE REBATE**

BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328

The parties agree to redirect the annual Employment Insurance rebate for each employee to the General Benefit Program outlined in Article 41 of the Collective Bargaining Agreement.

**LETTER OF UNDERSTANDING#5**

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**TECHNOLOGICAL CHANGE**

**BETWEEN:**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

Both parties recognize the advantages of advancing and changing technology and will encourage and promote such change. To achieve this the Society agrees to meet with three elected members of the union, one of whom shall be the president or designate for the purposes of discussing the introduction of new and/or changing technology which may have an effect on bargaining unit employees.

At such meeting, the Society will provide the union with all necessary information regarding the changes and/or new technology and the date the Society proposed to commence such change. This meeting will provide no less than sixty (60) days notice of such proposed change and/or new technology.

When, as a result of these changes, the Society determines that an employee requires new skills or greater skills or new knowledge in order to perform the duties of the changed position. the Society will make every reasonable effort to provide the necessary training during the employee's regular working hours, without loss of pay. Such employees shall be given a period of no less than one year to acquire the necessary skills and/or knowledge to perform the duties of the changed position.

**LETTER OF UNDERSTANDING #6**

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**CHILD PROTECTION INTERNS**

BETWEEN:

THE CHILDRENS **AID** SOCIETY OF THE **NIAGARA** REGION

AND

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

It is understood by the parties that the provincial government (or a Ministry of the provincial government) intends to implement a requirement that newly hired employees of Children's Aid Societies who have been hired to perform child protection work must be certified or otherwise obtain authorization to perform child protection work, in accordance with a process set down by the provincial government (or a Ministry of the provincial government) before they may carry out the full duties involved in the position for which they have been hired. In the event that the provincial government (or Ministry of the provincial government) implements a requirement of this nature, it is agreed by the parties that, a child protection intern (newly hired employee) will not be considered on probation until they have obtained certification / authorization. Upon obtaining certification/ authorization, the employee will be placed on probation in accordance with Article 17.0. The combined intern and probationary period, shall not exceed twelve (12) months.

The twelve (12) month intern / probationary period may be extended with the written prior approval of the Employer and the Union.

The parties agree that newly hired employees will be referred to as "Child Protection Interns", until they have completed their certification / authorization.

It is also agreed that during the period over which the employee is obtaining certification or authorization to carry out the full duties involved with child protection work, the employee may be paid at a rate which is 5% below what his/her start rate would otherwise have been. Upon receiving certification / authorization, and thereby being permitted to perform child protection work, the employee will receive a 5% increase.



LETTER OF UNDERSTANDING #7

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**PRE-PAID LEAVE PLAN**

BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328

- (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, Article 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 28.3 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 28.3. The year, for purposes of the program shall be September 1<sup>st</sup> of one year to August 31<sup>st</sup> 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.
- (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.
- (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 28 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.

**LETTER OF UNDERSTANDING#8**

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**JOINT JOB EVALUATION**

BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328

The parties agree to re-establish a gender neutral weighted points job evaluation plan (Job Evaluation Plan) in accordance with the general objectives and principles set out in the joint gender neutral job evaluation program previously entered into between CUPE Local 2328 and FACS Niagara.

The parties will utilize the Job Evaluation Plan to achieve resolution of pay inequities in respective female job classes falling within the bargaining unit in accordance with the Ontario Pay Equity Act and overall salary administration covering all jobs coming within the jurisdiction of CUPE Local 2328.

The Job Evaluation Plan shall be based upon four main factors: skill, effort, responsibility and working conditions. These main factors are to be subdivided into the same sub factors used by the parties in the original job evaluation process.

The weighted points for the job evaluation plan will be as per the attached Appendix "A" which has previously been agreed to by the parties, unless otherwise mutually amended by the parties.

The parties shall within nine (9) months following the signing of this agreement establish a Joint Job Evaluation Committee hereinafter referred to as the JJEC consisting of three members plus one (1) alternate from the Employer and three members plus one (1) alternate from the Local Union, The JJEC will commence to meet no later than March 31, 2004.

The JJEC will be supplied with all job evaluation documentation, job descriptions, job specifications, ratings and evaluation results.

The Employer shall release without loss of pay, benefits or seniority, the representatives named by the union to attend sessions of the JJEC including job evaluation training.

On or before May 1, 2004 the Employer will provide all employees who are represented by CUPE Local 2328 with a blank questionnaire on job evaluation to be completed by all Employees either individually or by groups.

The employees will return these completed questionnaires to the Director of Human Resources in sealed envelopes, clearly identifying 'JJEC QUESTIONNAIRE'. The Director will retain all envelopes until the JJEC is trained.

All initial training of the JJEC and alternates will take place following the establishment of the JJEC and as soon as practicable thereafter.

By September 30, 2004, the union and the employer will meet to discuss and attempt to reach a

resolution in respect to the changes to wage adjustments and wage levels indicated as a result of the job evaluation process. An implementation schedule to make wage adjustments will be negotiated provided that the maximum payment in any one year will not exceed one (1) percent of the bargaining unit payroll.

In the event the JJEC is unable to reach agreement on the evaluation of a job class the matter will be referred to a mutually agreed upon single arbitrator. Any fees or costs incurred by the arbitrator will be equally borne by the parties.

The parties agree to use the Job Evaluation Maintenance Manual from the original job evaluation process.

APPENDIX "A"


Memorandum of Agreement  
between  
the Canadian Union of Public Employees  
Local 2328  
and  
The Family and Children's Services of Niagara

We, the above named parties do hereby agree to recommend and/or present to our principals the following agreement which shall become effective upon receipt of funding:

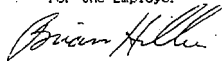
1. Appendix "A" which represents the weight report, salary bands, seniority scales, point valuer for jobs, proxy regression formula, and job classes.
2. This agreement satisfies the obligations of the parties under the Act to Amend the Pay Equity Act RSO 1993.
3. The parties agree to meet to determine the appropriate migration to new salary scales for employees on the current salary scalar and to develop a pay out schedule in accordance with the Act to Amend the Pay Equity Act upon receipt of funding.

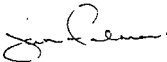
Dated this 7th day of June 1994 at Niagara Falls, Ontario.

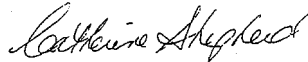
For the Union



For the Employer:







APPENDIX "A"  
WEIGHT REPORT

FACTOR	1	2	3	4	5	6	7	8	9
KNOWLEDGE	13	26	39	52	65	78	91	104	117
.EXPERIENCE	10	20	30	40	50	60			
JUDGMENT/ COMPLEXITY	9	18	27	36	45	54			
THERAPEUTIC SKILLS	5	10	15						
MENTAL EFFORT	9	18	27	36	45				
PHYSICAL ACTIVITY		10	15	20	25				
DEXTERITY	5	10	15	20	25				
ACCOUNTABILITY	10	20	30	40	50				
CLIENT/SERVICE RESPONSIBILITY	7	14	21	28	35				
SUPERVISION	7	14	21	28	35	42			
CONTACTS	10	20	30	40	50	60			
WORKING CONDITONS	10	20	30	40	50				

APPENDIX "A"

PAY EQUITY ADJUSTMENTS  
 (Female Dominated Job Adjusted to the Hale Regression Line)

LOCAL 2328 - NIAGARA CAS

TITLE	GENDER	TOTAL PTS.	ACTUAL SALARY	ADJUSTED END RATE
Courier Maintenance 1 *	F	199	26475.00	29000.00
Accounting Clerk	F	239	24377.00	29000.00
.Night Duty Worker (RAC)*	F	241	28558.00	29000.00
Computer Acc't. Clerk	F	244	25511.00	29000.00
Nursery Sch.Prog.Asst.**	F	245	17520.25	29000.00
Senior Acc't. Clerk *	F	249	30392.00	32000.00
Courier Maintenance 1l	F	255	28878.00	32000.00
Housekeeper *	F	256	28878.00	32000.00
Infor. Servs. Clerk 1l	F	263	24369.00	32000.00
Switchbd./Receptionist	F	274	24369.00	32000.00
Computer Technician	F	284	33000.00	34000.00
Department Secretary	F	290	26910.00	34000.00
Dept.Secretary Vol.Dept.	F	290	26910.00	34000.00
Senior Acc't. Clerk 1l	F	292	31712.00	37000.00
Dept.Sec.Tel/Int. FCC	F	302	30392.00	37000.00
Volunteer Co-ordinator	F	308	36298.00	37000.00
Nursery School Teacher**	F	317	26033.70	37000.00
Nursery School Superv.**	F	324	27885.20	40000.00
Child Care Worker 1 *	F	330	33898.00	40000.00
Child Care Worker 1l *	F	347	36298.00	43000.00
Social Worker InfantCare F	F	402	43219.00	49000.00
Adult Protective S, SW	F	402	43219.00	49000.00
Child Abuse Co-ordinator	F	402	43219.00	49000.00
Family Councillor	F	402	43219.00	49000.00
Social Wkr. Adoption	F	402	43219.00	49000.00
Social Worker Resources	F	402	43219.00	49000.00
Social Wkr.Fam. Violence	F	402	43219.00	49000.00
Child.Ser. SW ChildCare	F	402	43219.00	49000.00
Child.Ser. SW Child Care	F	402	43219.00	49000.00
Soc. Worker RAC	F	402	43219.00	49000.00
Family Serv. Soc. Worker	F	402	43219.00	49000.00
Intake Social Worker	F	402	43219.00	49000.00

New Grid End Rates BSW \$49,000.00  
 MSW \$52,000.00

\* These positions see a 40 hr. work week and adjustments may be made.  
 \*\* These positions will be adjusted to reflect 10 months worked/year.

APPENDIX "A"

NEW GRID FOR WAGES  
ADJUSTED SALARIES FOR THE PURPOSES OF PAY EQUITY

	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
SW - MSW	40,237	42,354	44,584	46,930	49,400	52,000
SW - BSW	37,915	39,911	42,011	44,223	46,550	49,000
BAND 6	36,867	38,808	40,850	43,000		
BAND 5	34,295	36,100	38,000	40,000		
BAND 4	31,723	33,393	35,150	37,000		
BAND 3	29,151	30,685	32,300	34,000		
BAND 2	27,436	28,880	30,400	32,000		
BAND 1	24,864	26,173	27,550	29,000		



**LETTER OF UNDERSTANDING #9**

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**USE OF E-MAIL SYSTEM**

BETWEEN:

THE CHILDREN'S AID SOCIETY OF THE NIAGARA REGION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328

On condition that it is understood:

- 1) that the employer is the owner of the Information Technology systems (including e-mail, computers, hardware and software) on and in its premises, including external access to such systems, and any laptops or computers which the Employer supplies to its employees,
- 2) that the Employer owns all the property rights in such Information Technology systems, laptops and computers, and
- 3) that it is understood and agreed that the Employer is not in any way ceding to the Union any of its property rights,

the Employer agrees to permit the Union to use its e-mail system for the purpose of exchanging correspondence between the members of its Executive and various Union representatives, referenced in Article 10.3 of the collective agreement, and the CUPE National Representative. Any expenses incurred in this regard shall be borne by the Union.

Further, the Employer agrees to permit the Union to use the Employer's electronic bulletin board to post notices to its membership, provided that no electronic notice will be posted without first being approved by the Director of Human Resources. Such approval will not be unreasonably withheld.

It is further agreed that use of the e-mail system will be restricted to legitimate union business involving negotiation, administration and enforcement of the collective agreement. It is agreed that misuse of the system shall entitle the Employer to deny any further use at its discretion.

The Union agrees to indemnify and save harmless the Employer with respect to any claims, fines, penalties or cause of actions involving the Employer arising as a result any e-mail communication by a member of the Executive, or any representative of the Union.

LETTER OF UNDERSTANDING #10

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**FIRST RESPONSE WORKER**

BETWEEN:

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

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

The Society and the Union agree to establish a First Response Worker position for the duration of this collective agreement. The hours of work for this position will be as follows:

The First Response Team will operate two (2) shifts on a rotational basis, Monday through Sunday inclusive. The day shift will be 8:30 am to 4:30 pm and the afternoon shift will be 3:00 pm to 11:00 pm.

Employees will work six and three-quarter (6-3/4) hour shifts, thirty-three and three-quarter hours **per** week averaged over a two week period.

Employees shall be allowed one (1) hour and fifteen (15) minutes for lunch each day

Employees shall be allowed one (1) fifteen minute break in each completed half-shift.

The employer will endeavour to schedule shifts as evenly as is possible governed by the efficient operation of the team.

Employees will not be permitted to change shifts once scheduled without the prior permission of 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.

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

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.

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**LETTER OF UNDERSTANDING #11**

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**FLEXIBLE WORKING HOURS**

BETWEEN:

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

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2328**

The Society and the Union acknowledge the demands of the work environment and agree that providing flexible working hours is another method of helping employees balance their work and family responsibilities.

The parties agree to address this issue at the ongoing Labour/Management Consultation Committee level and to establish the parameters of flexible working hours where feasible.

The Committee will begin this process at the first scheduled meeting of this committee following ratification of this agreement and will be a standing item at each subsequent meeting. A recommendation regarding flexible working hours will be made to the Senior Management Team by January 15, 2004.

**LETTER OF UNDERSTANDING #12**

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**DISCRIMINATION AND HARASSMENT**

BETWEEN:

THE CHILDRENS AID SOCIETY OF THE NIAGARA REGION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL **2328**

The Society and the Union recognize and uphold the inherent dignity, worth and rights of each individual.

The parties agree to establish a committee consisting of three (3) representatives each from union and management to review the existing Harassment/Complaint Policy and Procedures and make recommendations for change and/or amendments as required.

This committee will commence within four (4) months of the date of ratification of this agreement.

**SCHEDULE " A – WAGES – CHILD WELFARE**

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Investigation & Assessment, and Ongoing Service, Children In Care, Foster Care Resources & Adoption Workers:

- 3% wage increase effective April 1, 2003
- 3% wage increase effective April 1, 2004
- 3% wage increase effective April 1, 2005

**YEAR 1 – CHILD WELFARE**

April 1, 2003 to March 31, 2004

<b>Schedule "A" - Child Welfare</b>										
<b>Investigation, Assessment and Ongoing Service, Children in Care, Foster Care Resources &amp; Adoption Workers</b>										
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
<b>BSW</b>										
Annual Salary	43,946.557	45,271.322	46,596.088	47,920.863	49,245.629	50,570.404	51,895.160	53,219.935	54,544.701	55,869.476
Bi-Weekly	1,690.252	1,741.205	1,792.157	1,843.110	1,894.063	1,945.016	1,995.968	2,046.921	2,097.873	2,148.826
<b>MSW</b>										
Annual Salary	46,519.363	47,844.139	49,168.904	50,493.680	51,818.435	53,143.211	54,467.976	55,792.752	57,117.517	
Bi-Weekly	1,789.206	1,840.159	1,891.112	1,942.065	1,993.017	2,043.970	2,094.922	2,145.875	2,196.828	

<b>Schedule "A" - Child Welfare</b>									
<b>Child Welfare Support, Technical and Child Care Staff</b>									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Coordinator Vol Services	35,713.035	37,079.753	38,446.470	39,813.187	41,179.905	42,546.622	43,913.339	45,280.057	46,646.774
First Response Worker	37,049.244	38,202.958	39,392.598	40,619.283	41,884.168	43,188.441	44,533.329	45,920.097	47,349.244
Case Aidr	31,255.762	32,283.156	33,310.561	34,337.955	35,365.349	36,392.743	37,420.147	38,447.541	39,474.935
Child Care Worker 1	34,350.006	35,716.723	37,083.440	38,450.158	39,816.875	41,183.592	42,550.309	43,917.027	45,283.744
Child Care Worker 2	36,550.312	37,917.030	39,283.747	40,650.464	42,017.181	43,383.899	44,750.616	46,117.333	47,484.051
Night Duty RAC	26,957.757	28,324.475	29,691.192	31,057.909	32,424.627	33,791.344	35,158.061	36,524.779	37,891.496
Housekeeper RAC	31,688.444	32,529.141	33,369.837	34,210.533	35,051.230	35,891.926	36,732.622	37,573.319	38,414.015
Finance Clerk	29,070.607	29,766.887	30,463.167	31,159.447	31,855.727	32,552.007	33,248.287	33,944.567	34,640.847
Senior Finance Clerk 1	31,743.107	32,790.380	33,837.653	34,884.926	35,932.199	36,979.472	38,026.745	39,074.018	40,121.291
Senior Finance Clerk 2	32,792.419	33,882.736	34,973.053	36,063.369	37,153.686	38,244.003	39,334.320	40,424.637	41,514.953
GeneralClerk	-	-	-	-	-	-	-	-	-
Computer Clerk	29,377.753	30,103.676	30,829.600	31,555.523	32,281.446	33,007.370	33,733.293	34,459.217	35,185.140
Information Services Clerk 1	-	-	-	-	-	-	-	-	-
Information Services Clerk 2	28,583.108	29,295.631	30,008.154	30,720.677	31,433.200	32,145.723	32,858.246	33,570.769	34,283.293
Receptionist/Switchboard	28,583.108	29,295.631	30,008.154	30,720.677	31,433.200	32,145.723	32,858.246	33,570.769	34,283.293
Department Secretary	29,517.658	30,416.693	31,315.729	32,214.764	33,113.800	34,012.835	34,911.871	35,810.906	36,709.942
Legal Secretary	30,042.062	31,028.564	32,015.066	33,001.568	33,992.070	34,979.573	35,967.075	36,954.577	37,942.079
Computer Technician	30,870.851	32,128.533	33,386.214	34,643.896	35,901.577	37,159.258	38,416.940	39,674.622	40,932.303
Network Administrator	36,700.054	37,679.419	38,658.784	39,638.149	40,617.514	41,596.880	42,576.245	43,555.610	44,534.975
Software Specialist	36,700.054	37,679.419	38,658.784	39,638.149	40,617.514	41,596.880	42,576.245	43,555.610	44,534.975
Courier Maintenance 1	26,877.963	27,811.421	28,744.880	29,678.338	30,611.796	31,545.254	32,478.712	33,412.170	34,345.628
Courier Maintenance 2	32,734.492	33,575.178	34,415.864	35,256.550	36,097.236	36,937.922	37,778.608	38,619.294	39,459.980

**YEAR 2 – CHILD WELFARE**

April 1, 2004 to March 31, 2005

Schedule "A" - Child Welfare										
Investigation, Assessment and Ongoing Service, Children In Care, Foster Care Resources & Adoption Workers										
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
<b>BSW</b>										
Annual Salary	45,264.954	46,629.462	47,993.970	49,358.489	50,722.998	52,087.517	53,452.014	54,816.533	56,181.042	57,545.561
Bi-Weekly	1,740.960	1,793.441	1,845.922	1,898.403	1,950.885	2,003.366	2,055.847	2,108.328	2,160.809	2,213.291
<b>MSW</b>										
Annual Salary	47,914.944	49,279.463	50,643.971	52,008.490	53,372.998	54,737.507	56,102.015	57,466.534	58,831.043	
Bi-Weekly	1,842.882	1,895.364	1,947.845	2,000.327	2,052.807	2,105.289	2,157.770	2,210.251	2,262.732	

Schedule "A" - Child Welfare									
Child Welfare Support, Technical and Child Care Staff									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Coordinator Vol Services	36,784.427	38,192.145	39,599.864	41,007.583	42,415.302	43,823.021	45,230.739	46,638.458	48,046.177
First Response Worker	38,160.722	39,349.046	40,574.376	41,837.861	43,140.693	44,484.094	45,869.329	47,297.699	48,769.722
Case Aide	32,193.435	33,251.651	34,309.877	35,368.093	36,426.309	37,484.525	38,542.752	39,600.968	40,659.183
Child Care Worker 1	35,380.506	36,788.225	38,195.943	39,603.662	41,011.381	42,419.100	43,826.819	45,234.538	46,642.256
Child Care Worker 2	37,646.822	39,054.540	40,462.259	41,869.978	43,277.697	44,685.416	46,093.134	47,500.853	48,908.572
Night Duty RAC	27,766.490	29,174.209	30,581.928	31,989.647	33,397.365	34,805.084	36,212.803	37,620.522	39,028.241
Housekeeper RAC	32,639.098	33,505.015	34,370.932	35,236.849	36,102.766	36,968.684	37,834.601	38,700.518	39,566.435
Finance Clerk	29,942.725	30,659.893	31,377.062	32,094.230	32,811.399	33,528.567	34,245.735	34,962.904	35,680.072
Senior Finance Clerk 1	32,695.400	33,774.091	34,852.782	35,931.474	37,010.165	38,088.856	39,167.547	40,246.239	41,324.930
Senior Finance Clerk 2	33,776.192	34,899.218	36,022.244	37,145.270	38,268.297	39,391.323	40,514.349	41,637.376	42,760.402
General Clerk	-	-	-	-	-	-	-	-	-
Computer Clerk	30,259.085	31,006.786	31,754.487	32,502.189	33,249.890	33,997.591	34,745.292	35,492.993	36,240.694
Information Services Clerk 1	-	-	-	-	-	-	-	-	-
Information Services Clerk 2	29,440.601	30,174.500	30,908.399	31,642.297	32,376.196	33,110.095	33,843.994	34,577.892	35,311.791
Receptionist Switchboard	29,440.601	30,174.500	30,908.399	31,642.297	32,376.196	33,110.095	33,843.994	34,577.892	35,311.791
Department Secretary	30,403.187	31,329.194	32,255.200	33,181.207	34,107.214	35,033.220	35,959.227	36,885.233	37,811.240
Legal Secretary	30,943.323	31,860.451	32,977.578	33,994.705	35,011.832	36,028.960	37,046.087	38,063.214	39,080.341
Computer Technician	31,796.977	33,092.388	34,387.800	35,683.212	36,978.624	38,274.036	39,569.448	40,864.860	42,160.272
Network Administrator	37,801.055	38,809.801	39,818.548	40,827.294	41,836.040	42,844.786	43,853.532	44,862.278	45,871.024
Software Specialist	37,801.055	38,809.801	39,818.548	40,827.294	41,836.040	42,844.786	43,853.532	44,862.278	45,871.024
Courier Maintenance 1	27,684.302	28,645.764	29,607.226	30,568.688	31,530.150	32,491.611	33,453.073	34,414.535	35,375.997
Courier Maintenance 2	33,716.527	34,582.433	35,448.340	36,314.246	37,180.153	38,046.059	38,911.966	39,777.873	40,643.779

**YEAR 3 – CHILD WELFARE**

April 1, 2005 to March 31, 2006

Schedule "A" - Child Welfare										
Investigation, Assessment and Ongoing Service, Children in Care, Foster Care Resources & Adoption Workers										
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
<b>BSW</b>										
Annual Salary	46,622.902	46,028.346	49,433.789	50,839.244	52,244.687	53,650.142	55,055.575	56,461.029	57,866.473	59,271.927
Bi-Weekly	1,793.189	1,847.244	1,901.300	1,955.356	2,009.411	2,063.467	2,117.522	2,171.578	2,225.634	2,279.690
<b>MSW</b>										
Annual Salary	49,352.392	50,757.847	52,163.290	53,568.745	54,974.177	56,379.632	57,785.076	59,190.530	60,595.974	
Bi-Weekly	1,898.169	1,952.225	2,006.280	2,060.336	2,114.391	2,168.447	2,222.503	2,276.559	2,330.614	

Child Welfare Support, Technical and Child Care Staff									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Coordinator Vol Services	37,887.959	39,337.910	40,787.860	42,237.811	43,687.761	45,137.711	46,587.662	48,037.612	49,487.562
First Response Worker	39,305.543	40,529.518	41,791.607	43,092.997	44,434.914	45,818.617	47,245.409	48,716.630	50,232.813
Case Aide	33,159.236	34,249.200	35,339.174	36,429.136	37,519.098	38,609.061	39,699.034	40,788.997	41,878.959
Child Care Worker 1	36,441.921	37,891.871	39,341.822	40,791.772	42,241.722	43,691.673	45,141.623	46,591.574	48,041.524
Child Care Worker 2	38,776.226	40,226.177	41,676.127	43,126.077	44,576.028	46,025.978	47,475.929	48,925.879	50,375.829
Night Duty RAC	28,599.485	30,049.435	31,499.386	32,949.336	34,399.286	35,849.237	37,299.187	38,749.138	40,199.088
Housekeeper RAC	33,618.271	34,510.165	35,402.060	36,293.955	37,185.849	38,077.744	38,969.639	39,861.534	40,753.428
Finance Clerk	30,841.007	31,579.690	32,318.374	33,057.057	33,795.740	34,534.424	35,273.107	36,011.791	36,750.474
Senior Finance Clerk 1	33,676.262	34,787.314	35,898.366	37,009.418	38,120.470	39,231.522	40,342.574	41,453.626	42,564.678
Senior Finance Clerk 2	34,789.477	35,946.194	37,102.912	38,259.629	39,416.346	40,573.063	41,729.780	42,886.497	44,043.214
General Clerk	-	-	-	-	-	-	-	-	-
Computer Clerk	31,166.858	31,936.990	32,707.122	33,477.254	34,247.386	35,017.519	35,787.651	36,557.783	37,327.915
Information Services Clerk 1	-	-	-	-	-	-	-	-	-
Information Services Clerk 2	30,323.819	31,079.735	31,835.650	32,591.566	33,347.482	34,103.398	34,859.313	35,615.229	36,371.145
Receptionist Switchboard	30,323.819	31,079.735	31,835.650	32,591.566	33,347.482	34,103.398	34,859.313	35,615.229	36,371.145
Department Secretary	31,315.263	32,269.070	33,222.856	34,176.643	35,130.430	36,084.217	37,038.004	37,991.790	38,945.577
Legal Secretary	31,871.623	32,919.264	33,966.905	35,014.546	36,062.187	37,109.828	38,157.470	39,205.111	40,252.752
Computer Technician	32,760.886	34,085.160	35,419.434	36,753.709	38,087.983	39,422.257	40,756.532	42,090.806	43,425.080
Network Administrator	38,935.087	39,974.095	41,013.104	42,052.112	43,091.121	44,130.130	45,169.138	46,208.147	47,247.155
Software Specialist	38,935.087	39,974.095	41,013.104	42,052.112	43,091.121	44,130.130	45,169.138	46,208.147	47,247.155
Courier Maintenance 1	28,514.831	29,505.137	30,495.443	31,485.748	32,476.054	33,466.360	34,456.666	35,446.971	36,437.277
Courier Maintenance 2	34,728.022	35,619.906	36,511.790	37,403.674	38,295.557	39,187.441	40,079.325	40,971.209	41,863.093



**SCHEDULE "B" – WAGES – FAMILY COUNSELLING CENTRE**

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**FAMILY COUNSELLING CENTRE:**

- 3% wage increase effective April 1, 2003
- 3% wage increase effective April 1, 2004
- 3% wage increase effective April 1, 2005

**YEAR 1 – FAMILY COUNSELLING CENTRE**

April 1, 2003 to March 31, 2004

Schedule "B" - Family Counselling Centre									
Family Counselling Centre Counsellor									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Annual Salary	43,836.234	45,084.594	46,332.954	47,581.314	48,829.674	50,078.034	51,326.394	52,574.754	53,823.114
Bi-Weekly	1,686.009	1,734.023	1,782.037	1,830.051	1,878.064	1,926.078	1,974.092	2,022.106	2,070.120
Telephone/Intake Secretary									
Annual Salary	30,042.062	31,029.564	32,017.066	33,004.568	33,992.070	34,979.573	35,967.075	36,954.577	37,942.079

**YEAR 2 – COUNSELLING CENTRE**

April 1, 2004 to March 31, 2005

Schedule "B" - Family Counselling Centre									
Family Counselling Centre Counsellor									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Annual Salary	45,151.321	46,437.131	47,722.942	49,008.753	50,294.564	51,580.375	52,866.185	54,151.996	55,437.807
Bi-Weekly	1,736.588	1,786.044	1,835.498	1,884.952	1,934.406	1,983.861	2,033.315	2,082.769	2,132.223
Telephone/Intake Secretary									
Annual Salary	30,943.323	31,960.451	32,977.578	33,994.705	35,011.832	36,028.960	37,046.087	38,063.214	39,080.341

**YEAR 3 – FAMILY COUNSELLING CENTRE**

April 1, 2005 to March 31, 2006

Schedule "B" - Family Counselling Centre									
Family Counselling Centre Counsellor									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
Annual Salary	46,505.860	47,830.245	49,154.630	50,479.015	51,803.401	53,127.786	54,452.171	55,776.556	57,100.941
Bi-Weekly	1,788.687	1,839.625	1,890.563	1,941.501	1,992.438	2,043.376	2,094.314	2,145.252	2,196.190
Telephone/Intake Secretary									
Annual Salary	31,871.623	32,919.264	33,966.905	35,014.546	36,062.187	37,109.828	38,157.470	39,205.111	40,252.752

**SCHEDULE "C" -- WAGES -- PROGRAMS**

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**FAMILY VIOLENCE PROGRAM:**

- 3% wage increase effective April 1, 2003
- 3% wage increase effective April 1, 2004
- 3% wage increase effective April 1, 2005

**ADULT PROTECTION WORKER PROGRAM:**

- 3% wage increase effective April 1, 2003
- 3% wage increase effective April 1, 2004
- 3% wage increase effective April 1, 2005

**EARLY LEARNING AND PARENTING PROGRAM:**

- 3% wage increase effective April 1, 2003
- 3% wage increase effective April 1, 2004
- 3% wage increase effective April 1, 2005

**ONTARIO EARLY YEARS CENTRE:**

- 3% wage increase effective April 1, 2003
- 3% wage increase effective April 1, 2004
- 3% wage increase effective April 1, 2005

**YEAR 1 – FAMILY VIOLENCE COUNSELLORS AND APSW**

April 1, 2003 to March 31, 2004

Schedule "C" - Programs										
Family Violence Counsellors										
BSW	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	41,411.820	42,660.180	43,905.450	45,156.900	46,405.260	47,653.620	48,901.980	50,150.340	51,398.700	52,647.060
Bi-Weekly	1,592.762	1,640.776	1,688.671	1,736.804	1,784.818	1,832.832	1,880.845	1,928.859	1,976.873	2,024.887
MSW	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	43,836.234	45,084.594	46,332.954	47,581.314	48,829.674	50,078.034	51,326.394	52,574.754	53,823.114	
Bi-Weekly	1,686.009	1,734.023	1,782.037	1,830.051	1,878.064	1,926.078	1,974.092	2,022.106	2,070.120	
Adult Protection Worker Program										
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	41,411.820	42,660.180	43,908.540	45,156.900	46,405.260	47,653.620	48,901.980	50,150.340	51,398.700	52,647.060
Bi-Weekly	1,592.762	1,640.776	1,688.790	1,736.804	1,784.818	1,832.832	1,880.845	1,928.859	1,976.873	2,024.887

**YEAR 2 – FAMILY VIOLENCE COUNSELLORS AND APSW**

April 1, 2004 to March 31, 2005

Schedule "C" - Programs										
Family Violence Counsellors										
BSW	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	42,654.174	43,939.985	45,222.613	46,511.606	47,797.417	49,083.228	50,369.039	51,654.850	52,940.660	54,226.471
Bi-Weekly	1,640.545	1,689.999	1,739.331	1,788.908	1,838.362	1,887.816	1,937.271	1,986.725	2,036.179	2,085.634
MSW	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	45,151.321	46,437.131	47,722.942	49,008.753	50,294.564	51,580.375	52,866.185	54,151.996	55,437.807	0.000
Bi-Weekly	1,736.589	1,786.044	1,835.498	1,884.952	1,934.406	1,983.861	2,033.315	2,082.769	2,132.223	
Adult Protection Worker Program										
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	42,654.174	43,939.985	45,225.796	46,511.606	47,797.417	49,083.228	50,369.039	51,654.850	52,940.660	54,226.471
Bi-Weekly	1,640.545	1,689.999	1,739.454	1,788.908	1,838.362	1,887.816	1,937.271	1,986.725	2,036.179	2,085.634

**YEAR 3 – FAMILY VIOLENCE COUNSELLORS AND APSW**

April 1, 2005 to March 31, 2006

Schedule "C" - Programs										
Family Violence Counsellors										
BSW	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	43,933.799	45,258.184	46,579.291	47,906.955	49,231.340	50,555.725	51,880.110	53,204.495	54,528.880	55,853.265
Bi-Weekly	1,689.762	1,740.699	1,791.511	1,842.575	1,893.513	1,944.451	1,995.389	2,046.327	2,097.265	2,148.203
MSW	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	46,505.860	47,830.245	49,154.630	50,479.015	51,803.401	53,127.786	54,452.171	55,776.556	57,100.941	
Bi-Weekly	1,788.667	1,839.625	1,890.563	1,941.501	1,992.438	2,043.376	2,094.314	2,145.252	2,196.190	
Adult Protection Worker Program										
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Annual Salary	43,933.799	45,258.184	46,582.570	47,906.955	49,231.340	50,555.725	51,880.110	53,204.495	54,528.880	55,853.265
Bi-Weekly	1,689.762	1,740.699	1,791.637	1,842.575	1,893.513	1,944.451	1,995.389	2,046.327	2,097.265	2,148.203

**YEAR 1 – EARLY LEARNING AND PARENTING PROGRAM**

April 1, 2003 to March 31, 2004

Schedule "C" - Programs Early Learning and Parenting Program									
	Start	Year 1	Year2	Year 3	Year4	Year5	Year6	Year7	Year 8
Nursery School Supervisor	1,186,642	1,232,024	1,277,406	1,322,788	1,368,170	1,413,551	1,458,933	1,504,315	1,549,697
Nursery School Teacher	1,057,759	1,108,908	1,160,058	1,211,208	1,262,358	1,313,508	1,364,657	1,415,807	1,466,957
Nursery School Prog Asst	763,714	785,663	807,613	829,562	851,511	873,461	895,410	917,359	939,309

**YEAR 2 – EARLY LEARNING AND PARENTING PROGRAM**

April 1, 2004 to March 31, 2005

Schedule "C" - Programs Early Learning and Parenting Program									
	Start	Year 1	Year 2	Year 3	Year4	Year 5	Year6	Year 7	Year 8
Nursery School Supervisor	1,222,242	1,268,966	1,315,728	1,362,471	1,409,215	1,455,958	1,502,701	1,549,444	1,596,188
Nursery School Teacher	1,089,491	1,142,176	1,194,860	1,247,544	1,300,228	1,352,913	1,405,597	1,458,281	1,510,966
Nursery School Prog Asst	786,626	809,233	831,841	854,449	877,057	899,664	922,272	944,880	967,488

**YEAR 3 – EARLY LEARNING AND PARENTING PROGRAM**

April 1, 2005 to March 31, 2006

Early Learning and Parenting Program									
	Start	Year 1	Year2	Year3	Year4	Year5	Year6	Year7	Year 8
Nursery School Supervisor	1,258,909	1,307,054	1,355,200	1,403,346	1,451,491	1,499,637	1,547,782	1,595,928	1,644,073
Nursery School Teacher	1,122,176	1,176,441	1,230,706	1,284,970	1,339,235	1,393,500	1,447,765	1,502,030	1,556,295
Nursery School Prog Asst	810,224	833,510	856,796	880,082	903,368	926,654	949,940	973,226	996,512

**YEAR 1 – ONTARIO EARLY YEARS CENTRE**

April 1, 2003 to March 31, 2004

Schedule "C" - Programs Ontario Early Years Centre									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
OEYC Lead ECE	30,852.702	32,032.629	33,212.556	34,392.483	35,572.410	36,752.336	37,932.263	39,112.190	40,292.117
OEYC ECE	27,501.721	28,831.616	30,161.511	31,491.405	32,821.300	34,151.195	35,481.090	36,810.985	38,140.879
OEYC Program Asst	25,272.018	25,998.292	26,724.565	27,450.839	28,177.380	28,903.654	29,629.928	30,356.201	31,072.298
Receptionist/Secretary	30,610.878	31,543.091	32,475.570	33,407.782	34,340.262	35,272.474	36,204.953	37,137.165	38,069.645

**YEAR 2 – ONTARIO EARLY YEARS CENTRE**

April 1, 2004 to March 31, 2005

Schedule "C" - Programs Ontario Early Years Centre									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
OEYC Lead ECE	31,778.283	32,993.608	34,208.933	35,424.257	36,639.582	37,854.906	39,070.231	40,285.556	41,500.880
OEYC ECE	28,326.773	29,696.564	31,066.356	32,436.148	33,805.939	35,175.731	36,545.522	37,915.314	39,285.106
OEYC Program Asst	26,030.179	26,778.241	27,526.302	28,274.364	29,022.702	29,770.764	30,518.825	31,266.887	32,004.467
Receptionist/Secretary	31,529.205	32,489.384	33,449.838	34,410.016	35,370.470	36,330.648	37,291.102	38,251.280	39,211.734

**YEAR 3 – ONTARIO EARLY YEARS CENTRE**

April 1, 2005 to March 31, 2006

Schedule "C" - Programs Ontario Early Years Centre									
	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8
OEYC Lead ECE	32,731.632	33,983.416	35,235.201	36,486.985	37,738.769	38,990.554	40,242.338	41,494.122	42,745.907
OEYC ECE	29,176.576	30,587.461	31,998.347	33,409.232	34,820.117	36,231.003	37,641.888	39,052.774	40,463.659
OEYC Program Asst	26,811.084	27,581.588	28,352.091	29,122.595	29,893.363	30,663.887	31,434.390	32,204.894	32,964.601
Receptionist/Secretary	32,475.082	33,464.065	34,453.333	35,442.316	36,431.584	37,420.567	38,409.835	39,398.818	40,388.086

Adoption Leave.....	27
After Hours Service.....	23
Appendix "A" .....	56
Arbitration.....	10
Benefit Program.....	34
Benefits Payable at Termination of Employment .....	17
Bereavement Leave.....	26
Canada Savings Bonds.....	39
Career Development.....	24
Child Protection Interns .....	51
Consultation Committees .....	8
Contract Positions .....	2
Discharge and Discipline .....	11
Discrimination And Harassment .....	63
Duration and Renewal .....	43
Educational Leave .....	24
Emergency On Call.....	23
Employee Information.....	4
Employee Protection.....	38
Employee Representation at Meetings of the Board of Directors .....	8
Employee Responsibilities.....	7
Employment Insurance .....	38
Employment Insurance Rebate.....	49
Employment Stability .....	47
Evaluations.....	40
Expense Reimbursement .....	33
First Response Worker .....	61
Flexible Working Hours.....	62
Gift Fund.....	39
Grievance Procedure .....	8
Health and Safety .....	40
Hours of Work for Ontario Early Years Centre .....	18
Hours of Work For All Employees.....	18
Hours of Work for Early Learning & parenting Programs.....	17
Hours of Work for Residential Services Employees .....	18
Income Maintenance .....	36
Job Classification and Reclassification.....	30
Job Posting .....	14
Job Sharing .....	41
Joint Job Evaluation.....	54
Jury Duty.....	28
Lay Off .....	15
Leave For Public Duties.....	26
Leave of Absence .....	20
Long Term Salary Continuance .....	37
Loss of Seniority .....	10
Management Rights .....	5
Maternity Related Reassignment .....	28
Mileage.....	30



No Duplication of Pay	29
No Strike, No Lock Out	8
Non Discrimination	3
Ontario Early Years Centre	1E
Overtime	21
Paid Holidays	29
Paternity Leave	27
Pay Equity	4E
Payroll Deduction Plans	39
Pensions	3E
Policy Grievances	1C
Pregnancy Leave	27
Pre-Paid Leave Plan	52
Probationary Period	12
Promotions	13
Purpose of the Agreement	1
Recall	1E
Recognition	1
Seniority	12
Shift Differentials	22
Sick Leave Plan	36
Statutory Holidays	29
Technological Change	5C
Termination	1E
Time off for Representatives	6
Transfers	13
Union Dues	4
Union Representation	5
Union Security	4
United Way Contributions	39
Use Of E-Mail System	6C
Use of Employer Facilities	7
Vacations with Pay	31
Wage Schedules	6E
Wages	32
Workplace Safety & Insurance Board	3E
Workload	44

81