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EFF.	94	01	01
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No. OF EMPLOYEES	230		
NOMBRE D'EMPLOYÉS	230		

Collective Agreement

between

**Ontario Public Service Employees Union
and its Local 116**

AND

**Children's Aid Society of London and Middlesex
Social Work Staff, Residential Staff, Clerical
and Support Staff, Family Support (Homemaker)**

Duration: January 1, 1994 to December 31, 1995

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ARTICLE 1 - PURPOSE

1.01 By Letter of Understanding, dated December 3, 1992, the parties agreed to combine the ~~four~~ collective agreements into a single Collective Agreement. ~~The Bargaining Units~~ were as follows:

- (a) Clerical and Support (1974)
- (b) Social Work/Residential (1979)
- (c) Part-time Social Work/Residential (1979)
- (d) Family Support/Homemaker (1989)

1.02 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Society and its employees and, subject to the ~~fulfilling~~ of the objectives of the Society, to give service to the public in accordance with the Child and Family Services Act, R.S.O.. October, 1984, as amended, as well as the community mandate which the United Way of Greater London funds, and to establish and ~~maintain~~ mutually satisfactory working conditions, ~~hours~~ of work and wages for all employees who are subject to the provisions of ~~this~~ Agreement, and further to provide procedures for the prompt and equitable disposition of grievances. It is recognized by this Agreement to be the duty of the Society and its employees to co-operate fully, individually and collectively for the advancement of the said aforementioned objectives.

ARTICLE 2 - RECOGNITION

2.01 The Society recognizes the ~~Union as~~ the sole and exclusive bargaining agent for all persons employed by the ~~Children's~~ Aid Society of London and Middlesex, save and except Supervisor and persons above the rank of Supervisor, Program Coordinators, Senior Counsel, Executive Assistant, Department Director's

Secretaries, ~~Human~~ Resources Assistant, and Assistant Manager of Computer Operations.

- 2.02 The Society recognizes and will ~~maintain~~ the practice of designating full-time **and** part-time employees. In ~~this~~ Agreement part-time employees ~~shall~~ be those who regularly work twenty-four **(24)** hours or less per week.
- 2.03 **Regular** part-time **staff** refers to employees whose hours of work are scheduled in advance. ~~Casual~~ part-time staff refers to employees who are available for double staffing purposes **and** employees called to work to cover in the event of another employee not showing for work.

ARTICLE 3 - NO DISCRIMINATION

- 3.01 **The** Society and the **Union** agree that there **will** be no intimidation, discrimination, interference, ~~restraint~~ or coercion exercised or practised by either **of** them or by any of their representatives or members because of any employee's membership or non-membership in the **Union** or because **of** his/her activity or lack of activity in the **Union**.
- 3.02 The Society **and** the **Union** agree that there **will** be no discrimination against any employee because of his/her race, creed, colour, sex, **marital status**, nationality, ancestry, or place of origin.
- 3.03 The Society agrees to acquaint new employees with the fact that a **Union** agreement is in effect **and** the **Union** ~~shall~~ provide them with a copy of the existing Collective Agreement. The Society further agrees to provide the **Union** with the names of new employees **as** hired and to provide **a** reasonable amount of time for a shop steward to introduce new employees to the **Union**.

3.04 It is agreed ~~that~~ the parties shall share equally the cost of printing the Collective Agreement in booklet form. All ~~printing shall~~ be done by the Society or OPSEU Head Office in accordance to an agreed upon size.

ARTICLE 4 - RELATIONSHIP

4.01 The parties hereto mutually **agree** that all employees of the Society covered by this Agreement may become **Union** members if they choose to do so.

4.02 The Society **agrees** to deduct from the monthly payroll of **all** persons who are members ~~of the~~ bargaining unit beginning, on the first day of employment, **an** amount equivalent to the dues (including union dues on any retroactive payment), **as** prescribed by the **Union**. The Society agrees to remit the amount **as** dues, together with a record and social **insurance** number of those from whom pay said deductions have **been** made by the 15th of the ~~month,~~ to the Head Office of the **Union**.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The **Union** recognizes and acknowledges that the Management of the Society's operations **and** direction of the employees are ~~fixed~~ in the Society and, without ~~restricting~~ the generality of the foregoing, the **Union** acknowledges that it is the exclusive function of the Society to:

- (a) ~~maintain~~ order and efficiency:
- (b) hire, promote, demote, classify, transfer, lay- off, suspend and retire employees; and to discipline or discharge **any** employee provided that a claim by **an** employee that he/she **has** been discharged or otherwise disciplined without **just** cause, or improperly demoted or transferred, may

be the subject of a grievance and dealt with ~~as~~ hereinafter provided. ~~It~~ is understood that there would be a lesser standard of cause in the event of the discharge of a probationary employee than which would be applied in the **case** of discharge of a seniority employee;

- (c) make, alter and enforce, from time to time reasonable rules and regulations to be observed by the employees provided such rules and regulations are not inconsistent with provisions of this Agreement;
- (d) determine the nature and ~~kind~~ of business conducted by the Society; the ~~kinds~~ and locations of operations, equipment and materials to be used; the control of materials and parts; the methods and techniques of work; the content of jobs; the schedules of work; the number of employees to be employed; the extension, limitation, curtailment or cessation of operations or any part thereof; and ~~to~~ determine ~~and~~ exercise ~~all~~ other functions and prerogatives which ~~shall~~ remain solely ~~with~~ the Society except as specifically limited by the express provisions of ~~this~~ Agreement.

5.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Society's reasonable rules, or any of the provisions of ~~this~~ Agreement, ~~shall~~ be conclusively deemed to be sufficient cause for discipline or dismissal of an employee provided that nothing ~~herein~~ shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

ARTICLE 6 - UNION REPRESENTATION

6.01 For the purpose of ~~this~~ Article, the Society agrees to recognize the employees as **Union** Local 116, hereinafter called "the Union". All references to the **Union**, its

officers and members, ~~unless~~ otherwise specified, shall also refer to the Local, its officers and members.

6.02 The Society agrees to recognize the following Union committees: an Executive Committee, a Grievance ~~Committee~~, a Negotiating Committee, an Employer/Employee Relations Committee, and a ~~Health~~ and Safety ~~Committee~~.

6.03 For the purposes of this Article, the name and position of each ~~of~~ the committee members ~~from~~ time to ~~time~~ selected ~~shall~~ be given to the Society in writing, and the Society ~~shall~~ not be required to recognize any such committee members ~~until~~ it has been notified.

6.04 The Society undertakes to instruct all of its managerial employees to co-operate with the committee members in the carrying out of the terms ~~and~~ requirements of this Agreement.

6.05 The Union undertakes to secure ~~from~~ its committee members and members their co-operation ~~with~~ the Society and ~~with~~ all persons representing the Society in a managerial capacity.

6.06 The privilege of committee members to leave their work without loss of basic pay to attend to union business is granted on the following conditions:

- (a) ~~such~~ business ~~must~~ be between the Union and the Society, except for conciliation or arbitration proceedings;
- (b) the time ~~shall be~~ devoted to the prompt handling of necessary union business;

- (c) the committee members concerned shall obtain the permission of ~~the~~ supervisor concerned before leaving their work. Such permission ~~shall~~ not be unreasonably withheld;
- (d) the Society reserves the ~~right~~ to limit such ~~time~~ if it deems the time so taken to be excessive.

6.07 All committee members shall have completed their probationary period.

6.08 Where there are no eligible employees who have completed their probationary period, and it is necessary to appoint a committee person to represent the employees, the Society agrees to recognize ~~an~~ appointment which does not meet the requirements of Article **6.07**.

6.09 ~~The Union~~ will be allowed to hold meetings and to sponsor educational functions on the Society's premises provided ~~permission~~ for such ~~meeting~~ is obtained in advance ~~from~~ the Director of Human Resources.

6.10 Except as provided in Article **6.13(f)**, it is understood and agreed that, either party may be represented or assisted by ~~an~~ outside representative at any meeting of the **committees** listed in Article **6.02**.

6.11 **Grievance Committee**

For purposes of processing employee grievances, the Grievance Committee ~~shall~~ be composed of two (2) members including the chief steward, or his/her designate and the steward from the appropriate division.

6.12 **Negotiating Committee**

For the purposes of negotiations the Employer acknowledges the right of the employees to select a negotiating committee of up to five **(5)** representatives and

will recognize said committee and OPSEU representatives for contract negotiating purposes.

6.13

Employer/Employee Relations Committee

- (a) For the purpose of consulting on matters of general and mutual interest the Employer/Employee Relations Committee shall be composed of an equal ~~number~~ of employer/employee representatives (up to four ~~[4]~~ **from** each).
- (b) The Committee ~~shall~~ meet at regular intervals, and/or at the initiative of either party. Agenda items may be advanced by any member of the Committee.
- (c) The Chairmanship and the taking of minutes ~~shall~~ be rotated amongst the Committee members.
- (d) The Committee shall deal with matters of general ~~and mutual~~ interest, including services to the public with the ~~aim~~ of preventing conditions which could lead to serious Union-Management problems.
- (e) The Committee shall not deal with matters covered by the Collective Agreement, and ~~shall~~ not act ~~as~~ a substitute for the Collective Agreement.
- (f) It is understood ~~and~~ agreed that the parties shall not have any outside representation at any Employer/Employee Relations Committee. The subject matter or conduct of the parties at the Employer/Employee Relations Committee meetings ~~shall~~ not become the subject matter of any grievance, arbitration or complaint.

6.14 **Health and Safety Committee**

In accordance with the Occupational Health and Safety Act, the employer recognizes the Health and Safety Committee.(Up to four [4] from each)

ARTICLE 7 - NO STRIKES - NO LOCK-OUTS

7.01 There ~~shall~~ be no strikes, slowdowns or lockouts so long as this Agreement continues to operate. The ~~words~~ "strike" and "lockout" have the meaning attributed to them in the interpretation ~~section~~ of the Ontario Labour Relations Act, R.S.O. 1993 as amended.

7.02 The Union recognizes the right of the Society to discharge or otherwise discipline employees taking part in such a strike, provided that a claim by an employee or employees that such participation ~~was~~ not factual, or that such discharge or discipline ~~was~~ inappropriate, ~~shall~~ be treated as a grievance under the discharge or discipline clause of this Agreement. The Society agrees not to indiscriminately administer such discipline in the light of facts as they appear at that time.

7.03 The Employer agrees that the ~~Union~~ may file an unfair labour practise charge if the Employer ~~engages in~~ such a lockout.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 For purposes of ~~this~~ Agreement, a grievance is defined as a difference arising between the parties relating to ~~working~~ conditions and the interpretation, application, ~~administration~~ or ~~alleged~~ violation of the Agreement, including any questions as to whether a matter is arbitrable.

8.02 It is understood and agreed that the grievor may be assisted by his/her Grievance Committee member(s) at all steps of the complaint or grievance procedure.

8.03 It is understood and agreed that the grievor may be assisted by the O.P.S.E.U. representative at all steps of the grievance procedure.

8.04 It is the ~~mutual~~ desire of the parties that all complaints and grievances be adjusted ~~as~~ quickly as possible. It is understood that any employee may present an oral complaint at any time to his/her immediate supervisor without resorting to the grievance procedure below. Except where otherwise provided, it is understood that ~~an~~ employee has no grievance unless and ~~until~~ the ~~matter~~ is first discussed with the employee's immediate supervisor. The employee may be accompanied by his/her steward if he/she so desires. If upon the completion of said discussion the matter is not resolved, it may be grieved ~~and~~ disposed of in the following manner.

Step No.1

The employee must submit a written grievance to the Supervisor. The grievance shall specify the Article or Articles of which a violation is alleged and shall contain a statement of the facts relied upon and indicate the relief sought. Such grievance must be ~~submitted~~ within ten (10) working days of the occurrence of the event which gave rise to the grievance and must be signed by the employee claiming to be aggrieved. A ~~meeting~~ shall be arranged to discuss the grievance. The employee may be accompanied by his/her committee member. The member of Management to whom the grievance was submitted ~~shall~~ submit the answer in ~~writing~~ within ten (10) working days of the ~~filing~~ of the grievance at Step No.1.

Step No.2

~~Failing~~ settlement of the grievance at Step No. 1, or failure of the appropriate member of Management in Step No. 1 to submit the reply within the prescribed period, the employee ~~shall~~ present the grievance in writing to the Department Director of the Society within five (5) working days from the time the reply is received or should have been received in Step No. 1. A ~~meeting~~ shall be arranged

to discuss the grievance. The Department Director shall have five (5) working days from the date of receipt to render a decision. Such decision shall be ~~in~~ writing.

Step No.3

Failing settlement of the grievance at Step No. 2, or failure of the appropriate member of Management ~~in~~ Step No. 2 to submit the reply ~~within~~ the prescribed period, the employee shall present the grievance in writing to the Director of Human Resources within five (5) working days ~~from~~ the time the reply is received or should have been received in Step No. 2,. A meeting ~~shall~~ be arranged to discuss the grievance. The Director of Human Resources shall have five (5) working days ~~from~~ the date of receipt to render a decision. Such decision shall be in writing.

- 8.05 Where it appears that two (2) or more clerical/support employees have the same grievance, the ~~Union~~ shall process the grievances ~~as~~ one grievance subject to all applicable provisions under the grievance procedure.

ARTICLE 9 - ARBITRATION

- 9.01 Both parties to ~~this~~ Agreement agree that ~~any~~ dispute or grievance which ~~has~~ been properly carried through ~~all~~ the steps of the grievance procedure outlined in Article 8 ~~and~~ which ~~has~~ not been ~~settled~~ will, at the written request of either of the parties, within ten (10) working days of receipt of the reply ~~at~~ Step No. 3, be referred to a Board of Arbitration.
- 9.02 The Board of Arbitration will be composed of one (1) person appointed by the Society, one (1) person appointed by the ~~Union~~ and a third person to act as Chairperson chosen by the other two (2) members of the Board.

- 9.03 Within ten (10) working days of the request by either party for a Board, the other party **shall** notify the **party** requesting arbitration in writing of the name of its nominee. **Should** the other **party fail** to so notify within the time limits prescribed, the party giving notice of intent to process the grievance to arbitration shall apply to the Minister of Labour within five **(5) working days** requesting appointment of a **nominee**.
- 9.04 Should the person chosen by the Society to act on the Board and the person chosen by the **Union** fail to agree **on** a third person **within** ten (10) working days of the notification mentioned **in** 9.03 above, within three **(3) working days** thereof the Minister of Labour of the Province of **Ontario** will **be asked** to nominate a person to act **as** Chairperson. Such request shall be made by the **party** wishing to further process the grievance.
- 9.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is **final** and binding upon the parties **and** upon any employee affected by it.
- 9.06 For purposes of this Agreement, the decision of a majority is the decision of the Arbitration **Board**, but if there is no majority the decision of the Chairperson governs.
- 9.07 The **Board** of Arbitration **shall** not have **any** power to alter or change any of the provisions of this Agreement, or to substitute any new provisions, nor to give decisions inconsistent with the **terms** and provisions of **this** Agreement.
- 9.08 Each of the parties to this Agreement will pay the expenses of the nominee appointed **by** it, and the **parties** will jointly pay the expenses, if any, of the Chairperson.

- 9.09 No person who has been involved in any attempt to negotiate or settle the grievance shall be a member of that Board of Arbitration.

ARTICLE 10 - POLICY AND GROUP GRIEVANCES

- 10.01 It is understood that the Society may bring forward at **any** meeting held with the **Union** Executive Committee any complaint with respect to the conduct of officers, committee persons or **Union** representatives and **if** such complaint by the Society is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and referred to arbitration **in** the same way **as** a grievance of **an** employee.
- 10.02 Similarly, the **Union** shall have the right to process policy grievances which could not otherwise be processed by individual employees.
- 10.03 All policy grievances shall be initiated in writing at Step No. 3 of the grievance procedure.
- 10.04 **On mutual** agreement of the parties, grievances **arising** out of the same matter may be consolidated **as** a "group grievance".

ARTICLE 11 - DISCHARGE AND SUSPENSION CASES

- 11.01 A claim by an employee that he/she 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 of **Human** Resources at Step No. 3 of the grievance procedure **within** seven (7) working days after the former employee ceases working for the Society **and**, for the purposes of this Article, Steps **No. 1** and **2** shall be waived. It is understood that there would be a lesser standard of cause in **the** event of the discharge of a probationary employee than which would be

applied in the case of discharge of a seniority employee. Such special grievance may be settled by mutual agreement at any time, including after the release of the arbitration award, by:

- (a) confirming the Management's action in dismissing or suspending the employee; or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties.

11.02 A discharged employee shall be advised in writing within three (3) working days of the reason for discharge.

ARTICLE 12 - TIME LIMITS

12.01 Notwithstanding Section 37, subsection (5a) of the **Ontario Labour Relations Act**, R.S.O., 1970, as amended, for purposes of Articles 8, 9, 10 and 11, and all grievances processed thereunder, where there is a continuing liability, all time **limits** shall be deemed to be mandatory. If at any step in the grievance or arbitration procedures, the grievance **has** not been processed by the grievor or his/her agent in accordance **with** the time **limits** prescribed, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance **has** not been processed by the Society within the prescribed time limits, the grievance may be advanced to the next step by the grievor within the time **limits** as prescribed.

12.02 Subject to these mandatory stipulations, time limits **may** be extended by **mutual** agreement of the parties in writing.

12.03 For purposes of Article 8, 9, 10 and 11, all time limits therein ~~shall~~ be deemed to be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 13 - SENIORITY

13.01 Seniority, ~~as~~ referred to in this Agreement, shall mean length of continuous service, ~~from~~ the last date of hire, ~~in~~ the employ of the Society and ~~shall~~ be ~~on~~ a ~~bargaining~~ unit-wide basis. For part-time residential and part-time family support/homemaker employees, seniority shall be the total number of accumulated hours ~~from~~ the date of employment. An employee ~~shall~~ be deemed to be ~~in~~ continuous service of the Society ~~and shall~~ accumulate in the following circumstances only:

- (a) when absent from work due to lay-off, sickness or accident, in which ~~case~~ seniority will ~~continue~~ to accumulate for a period of time equal to twelve (12) ~~months~~;
- (b) when off the payroll due to ~~an~~ approved leave-of-absence, then seniority will continue to accumulate for the first twelve (12) ~~months~~ of such leave;
- (c) when absent on vacation or on paid holidays;
- (d) when actually at work for the Society;
- (e) when on maternity leave.

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

- (a) voluntarily quits ~~his~~/her employment with the Society;
- (b) is discharged **and** is not reinstated ~~through~~ the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of **six (6)** months, and in the case of illness for a period of twelve (12) ~~months~~ (clerical/support 24 ~~months~~) or the accrued sick leave credits, whichever is the greater;
- (d) fails to return to work **upon** the ~~termination of an~~ authorized leave-of absence ~~within~~ five **(5)** working days unless a reason acceptable to the Society is given;
- (e) accepts **gainful** employment while **on** a leave-of absence without first obtaining the consent of the Society to be ~~confirmed~~ in writing. Consent is not to be unreasonably withheld;
- (f) is absent without leave for three **(3)** consecutive working days **during** which time ~~he/she has~~ not contacted the Society directly when he/she has had ~~an~~ opportunity to do so. **Proof** of the matter is the responsibility of the employee;
- (g) fails to report for **work** following notice **of** recall as referred **to** in Article 15.10;

13.03 Employees in positions outside **of** the bargaining unit **will** be eligible to receive credit for previously accrued bargaining **Unit** seniority (if any) under the following conditions:

- (a) They are the successful candidates to vacant posted positions;

(b) They have completed ~~six~~ months of continuous service following the return to bargaining unit positions.

(c) A bargaining unit member who assumes ~~an~~ acting management position shall not accrue seniority ~~in~~ the bargaining Unit during the acting assignment. Such employee shall ~~maintain~~ their bargaining unit seniority for a period of one year. By ~~mutual~~ agreement ~~only~~, seniority may ~~be~~ maintained further for a period of up to six (6) ~~months~~ maximum.

13.04 A single seniority list ~~will~~ be produced for full-time employees, based upon continuous service in the bargaining Unit. It is understood that in cases where agency service predated the establishment of the bargaining unit, such service would be included. Similarly a separate seniority list ~~will~~ be produced for part-time residential employees.

13.05 Seniority lists ~~will~~ be revised each six (6) ~~months~~. A copy of the list shall be posted on the ~~Union~~ bulletin board and a copy be given to the ~~Union~~ for purposes of Article 35.03. If ~~an~~ employee does not challenge the position of his/her name on the seniority list ~~within~~ the first ten (10) working days from the date his/her name first appears on a seniority list, provided he/she is at work when the list is posted, then he/she ~~shall~~ be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted he/she must object to his/her seniority standing within five (5) working days from the date he/she returns to work.

13.06 It shall be the duty of each employee to ~~notify~~ the Society ~~in Writing~~, promptly of any change in address and telephone number. If an employee fails to do ~~this~~ the Society ~~will~~ not be responsible for failure of a notice to reach such employee. All ~~notices shall~~ be confirmed in writing by registered mail.

- 13.07 Due to the nature of the work of part-time homemaker/family support workers it is incumbent upon the homemaker/family support worker to advise the Society when they are not available to accept work assignments. In the event no such notification is **given**, the Society will assume that the employee will accept assignments as are required from time to time.

ARTICLE 14 - PROBATION

- 14.01 **Social Workers, Full-time Residential, Full-time Family Support/Homemaker**
An employee will be considered to be on probation for a period of six (6) ~~months~~. The employee will be notified in writing at least fourteen (14) days prior to the expiration of the probationary period if his/her employment is to be terminated or extended. The probation period, as outlined above, may be extended for ~~an~~ additional period of not more than **three (3) months**. An employee will have no seniority rights during his/her probationary period. When ~~an~~ employee acquires seniority his/her ~~seniority shall~~ date back to ~~the~~ day on which his/her employment began. ~~The dismissal~~, for cause, of a probationary employee, shall not be the subject of a grievance.
- 14.02 **Clerical/Support**
An employee will be considered to be on probation for a period of sixty (60) working days probationary period. ~~During~~ the probationary period, neither ~~party~~ shall be required to give ~~more~~ than three (3) **working** days notice prior to termination of employment. An employee **will** have no seniority rights during his/her probationary period. When ~~an~~ employee acquires seniority his/her seniority shall date back to the day on which his/her employment began. The dismissal, lay-off, or failure to recall after lay-off of a probationary employee, shall not be the subject of a grievance. The probationary period may be extended by mutual ~~written~~ agreement up to sixty (60) working days.

14.03 **Part-time Family Support and Part-time Family Support/Homemakers**

(a) An employee will be required to be on probation for a period of five hundred and fifty (575) scheduled hours. For the purpose of a grievance, an employee shall not be the subject of a grievance.

(b) The part-time homemaker/family support worker will be notified in writing at least fourteen (14) days prior to the estimated expiration of the probationary period whether or not his/her employment is to be terminated. A part-time homemaker/family support worker will have no seniority rights during his/her probationary period. When a part-time homemaker/family support worker acquires seniority his/her seniority shall date back to the day on which his/her employment began.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 **Definition of Layoff**

Layoff shall mean the discontinuation or involuntary reduction in hours of work in any position, it being understood that any employee whose hours are reduced (i.e. laid off) may only exercise displacement rights as per Article 15.06 of the Collective Agreement.

15.02 Lay-offs shall be based upon the following factors:

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

Where the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made in a fair, impartial and consistent manner.

15.03 The Society agrees that it will discuss a scheduled lay-off with the employees concerned and the Union, no later than forty-five (45) working days prior to its implementation. The Executive Committee will have the opportunity of replying

to the Society's proposal **in** writing. **The** Society **shall** use every reasonable effort to assist employees affected by a lay-off to **find** alternative employment.

15.04 In the event that it is necessary for the Society to **permanently** shut down an **institution**, a building, an operation or any other facility at any **of** its locations, the employees involved at the facility **in** question **shall** receive **as much** advance notice as possible, but in any case shall be notified of the immediate closure not later *than* forty-five **(45)** **working** days in advance of the proposed shutdown.

15.05 Except **as** provided **in** 15.04 above, no employee will be terminated **as** the result of contracting out of **work**.

15.06 Employees who are laid off **may** exercise their seniority to displace the most junior in a classification equal to or lower **than** that of the laid off employee provided the employee is able and qualified to perform the work in accordance with Article 16.01 of the Collective Agreement.

15.07 It is agreed, in principle, that part-time family support workers/homemakers will be laid off first when layoffs occur. Notwithstanding the foregoing, there **may** be circumstances which warrant the continues use of part-time family support workers/homemakers.

15.08 The employer agrees in the event of lay-off that employees so affected may continue medical coverage at no cost to the Society while on the recall list, under the terms of the Master Insurance Agreement.

15.09 **Recall Rights**

- (a) For a period of one year following the **date** of layoff any laid off employee shall **be** recalled **in** order of seniority for the **first** available new position or vacancy **in** a *similar* or lower **classification** provided the

employee has the ability and qualifications to perform the job with ~~the~~ benefit of a twenty (20) working days familiarization period.

- (b) Upon recall to a ~~similar~~ classification an employee ~~shall be~~ placed at the same salary step as the ~~date~~ of layoff with all appropriate adjustments.
- (c) Upon recall to a lower classification an employee shall not be placed at a ~~salary~~ step of less value than his/her former ~~salary~~ step in his/her former classification. ~~On~~ recall, if assigned to a lower classification, an employee ~~shall~~ be assigned to the same step on the grid as in his/her former classification.
- (d) ~~In~~ the event any full-time homemaker/family support workers are laid off they will be recalled before any part-time employees who are laid off.

15.10 Notice of Recall

A recalled employee ~~shall~~ return to work as soon ~~as~~ possible when recalled but not later than ~~thirty~~ (30) days.

15.11 Severance Pay

An employee ~~who~~ is eligible for Severance Pay ~~will~~ be paid in accordance with the provisions of the Employment Standards Act.

ARTICLE 16 - VACANCIES, PROMOTIONS AND TRANSFERS

16.01 All cases of filling vacancies, promotions and transfers ~~shall~~ be based on ~~the~~ following factors:

- (a) ~~skill, qualifications and~~ ability; and
- (b) seniority.

Where the qualifications in factor (a) are relatively equal, seniority shall govern. Such judgement shall be made **in** a fair, impartial and consistent manner.

16.02 A job shall not be considered vacant when **an** employee is not at work because of sickness or accident **for** twelve (12) months or less, (clerical/support 24 **months**) or when on **an** approved leave-of-absence.

16.03 (a) When a member **of** the Bargaining Unit is on "approved leave-of-absence", Management may appoint a replacement for a period not exceeding **sixty (60) days**, statutory benefits only **will** be paid. In the event that the replacement is in excess of the **sixty (60) day period**, the temporary replacement shall become a member of the Bargaining Unit with **all** the usual benefits. The Society shall submit in writing, to **the** Local **Union** President, notification of such temporary employment.

(b) Notwithstanding the fact that **a** temporary replacement may become a member of the Bargaining Unit, such temporary assignment **shall** not be subject to the posting procedure. Furthermore, upon termination **of the** temporary assignment, the employee's release **should** not be subject to **the** lay-off provision.

16.04 Where a part-time residential employee **fills in** for a full-time Residential **Staff** for a continuous period in excess of five **working** days or more **he/she** shall be paid at the base rate of the full-time employee **who** is being replaced.

16.05 (a) When a full-time homemaker/family support worker is on **an** "approved leave-of-absence", Management will assign a replacement from the part-time homemaker/family support workers if **one** is available, willing and **has** the ability to assume full-time hours. The statutory benefits only will be paid.

- (b) Such temporary assignment shall not be subject to the posting procedure. Furthermore, upon termination of the temporary assignment, the employee reverts to his/her former position.

16.06 When vacancies ~~occur~~ as a result of a special project, of a duration of twelve months or longer, and it is administered or funded by the Agency, the provisions of Article 16 and Article 17 shall apply.

16.07 (a) When ~~hiring~~ a temporary employee as outlined in 16.03 (a)/16.06, it is understood that such employee shall not be eligible to apply for any job posting ~~until~~ the last forty-five **(45)** days of said contract ~~term~~.

(b) Where there are ~~no~~ qualified full-time applicants from the bargaining unit who apply, then the forty-five **(45)** day period in (a) above may be waived and temporary employees may then apply.

(c) Where a temporary employee has accumulated two (2) years service with the Agency, within a three (3) year period, the forty-five **(45)** day period will be waived.

ARTICLE 17 - JOB POSTING

17.01 When a vacancy occurs or a position is created inside the ~~Bargaining Unit~~, the Society shall ~~notify~~ the ~~Union~~ in **Writing** and post notice of the position on the bulletin board mutually designated for this purpose. The notice ~~shall~~ be posted for a period of not less than seven **(7)** working days, however, if the filling of this position creates a vacancy in the present staffing positions, then the posting requirements shall be reduced to a **minimum** of **five (5)** working days. Further, vacancies brought about by the filling of primary and secondary positions ~~will~~ require five **(5)** working days posting **minimum** also.

- 17.02 Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, **shift**, wage or **salary** rate or range.
- 17.03 It is agreed that the Employer **shall fill** all clerical/support positions **from** members within the **Bargaining** Unit before hiring from outside, providing employees have made application in **writing** and have the necessary qualifications to fill the posted position.
- 17.04 Where none of the applicants from within the Bargaining Unit qualify for the position, or where there are no applicants **from** within the Bargaining Unit, the Society will consider applications **from** persons employed outside of the Bargaining Unit as well as persons outside of the employ of the Society. Each applicant will be informed in Writing of the outcome of the job posting within **three (3) working** days of the final decision having been made.
- 17.05 The successful applicant shall be placed on a familiarization period for a period of fifteen (15) working days. In the event the successful applicant proves unsatisfactory **during** the familiarization period, or if the employee is unable to fulfil the duties of the position, he/she shall be returned to his/her former position if it is **still** available. In the event that the former position is no longer available, he/she **shall** be allowed to take any position he/she is entitled to in accordance with Article 15.02. The Society shall not be required to post the position vacated **by** the applicant **until** completion of the said trial period and may **fill** the vacated position on a temporary assignment basis.
- 17.06 The Society agrees not to place an outside advertisement to fill a vacancy **until** the notice is posted in accordance with Article 17.01 unless otherwise agreed by the Union. The foregoing **shall** not apply to general advertisements in professional periodicals.

- 17.07 The Union shall be notified of all appointments and recalls within five working days.
- 17.08 Where an employee is temporarily **assigned** to a higher paying position, he/she shall receive the rate of the ~~salary~~ that **will** provide at least one (1) increment in his/her current Salary Scale. The foregoing shall not apply to assignments of less than five (5) working days. Where the assignment exceeds the five **(5)** working days, the employee will receive the higher rate from the commencement of the assignment.
- 17.09 Upon promotion to a higher grade, an employee within the Bargaining Unit shall be paid at the next rate above his/her current salary, and shall be eligible for an increase to the next step in that classification upon his/her anniversary date, or upon such interval as is provided in the salary scale for that position.
- 17.10 If an employee is absent from work due to vacation, illness or other legitimate leave of absence, he/she will have the right to apply for any vacant position, provided that vacant position has not been filled. Such absent employee must make his/her application within the time specified.

ARTICLE 18 - TECHNOLOGICAL CHANGES

- 18.01 In the event the Employer proposes technological change which requires new skills and affects employees of the bargaining unit, the employer agrees to discuss such changes with the Union Executive not less than forty-five **(45)** days in advance of such changes taking place, wherever possible.
- 18.02 Where the Employer introduces computer technology each affected employee shall be provided with appropriate training to assure proficiency in the use of new technology.

18.03 In the event a clerical/support employee requires training to perform a job in a position to be changed, the employer agrees to allow the employee up to twelve (12) months for the purpose of training. During the period of training, the position may be filled by temporary staff. Employees to be displaced will be given first opportunity to apply for the new position before any persons outside the Bargaining Unit are hired to fill the resultant job.

18.04 The Society agrees to employ the clerical/support employee who is being trained at his/her regular rate of pay. Should the employee fail to perform satisfactorily in the new position he/she may be laid off or terminated. The Employer may pay all or part of the cost of the course of any employee.

ARTICLE 19 - JOB CLASSIFICATION AND RECLASSIFICATION

19.01 a) Where a new classification is to be introduced or an existing classification is substantially altered, the Employer shall provide a job description to the Union and the employee(s) concerned. "The Employer and Union agree within fifteen (15) days to utilize the current GNCS in determining appropriate salary."

b) Where the Union disputes the proposed salary they shall notify the Employer within a further fifteen (15) days.

c) If the parties are unable to agree on the evaluation, such dispute may be referred to the grievance procedure at Step 3.

19.02 Where the duties or the work of an employee have substantially changed, the employee may request a job re-evaluation in accordance with Article 19.01 above.

ARTICLE 20 - LEAVE-OF-ABSENCE

- 20.01 The Society may grant a leave-of-absence, with or without pay, if an employee requests it in writing at least ten (10) working days in advance from the Director of Human Resources, and if the leave-of-absence is for good **and** sufficient reason and does not unreasonably interfere with the efficient operation of the Society.
- 20.02 Leaves-of-absence for educational purposes with or without pay may be granted by the Society to employees who have completed a minimum of one (1) year of continuous service. Seniority will continue to accumulate for the first twelve (12) months of such leave.
- 20.03 For clerical/support staff the employee shall return to his/her former position.

- 20.04 Leave-of-absence without pay may be granted to attend to Union business provided however, that such leaves **will** not total more than fifty (50) working days per year, provided no one person ~~shall~~ be off more than ten (10) days, and no more than six (**6**) persons shall be granted leave at any one (**1**) time, provided it does not ~~interfere~~ with the efficient operation **of** the Society. Such request is to be given to the Director of Human Resources where possible at least ten (10) working days in advance.
- 20.05 The Society recognizes the **right of** employees to participate in public affairs. Therefore, upon written request, the Society may grant leave-of-absence without loss of seniority and without pay so that employees may be candidates in a federal, provincial or municipal election. An employee who is elected or selected for a full-time position with the **Union**, or any body with which the **Union** is affiliated, or who is elected to public office, may ~~be~~ granted leave-of-absence without loss of seniority and without pay for a period **of** one (1) year. Such leave may be renewed each year, on request, during term of office. When elected to a **Union** position and time off is required, the Society will grant leave without loss of wages or benefits and will be reimbursed by O.P.S.E.U. for wages and benefits paid the employee on leave.
- 20.06 Subject to the **terms** of the **Plans**, the Society agrees to ~~maintain all~~ employee benefits as provided in this Agreement while an employee is on a paid leave-of-absence.
- 20.07 Subject to the terms of the Plans, **an** employee shall **be allowed to** continue enrolment in all employee benefit plans at his/her own expense while on an unpaid leave-of-absence.

20.08 Personal Leave

- (a) Personal leave for medical appointments or family health matters of up to eight hours per month ~~shall~~ be granted to an employee upon request. When it is possible, ~~twenty-four (24)~~ hours advance notice is to be given. Such time loss ~~shall~~ be deducted from the employee's sick pay credits.
- (b) ~~Personal~~ leave, if requested in writing, of up to eight **(8)** hours per month ~~shall~~ be granted to a clerical/support employee for personal reasons and permission for this leave ~~shall~~ not be unnecessarily withheld by the supervisor. Personal Leave, when granted, shall be made up by the said employee at a mutually agreed time.

20.09 Canadian Citizenship Application

An employee shall be allowed the necessary time off with pay to process his/her Canadian Citizenship Application, to a ~~maximum~~ of one (1) day.

ARTICLE 21 - BEREAVEMENT LEAVE

- 21.01 In the event of the death of a member of an employee's family, the employee will be granted a leave-of-absence with pay up, by the Director of Human Resources, to a ~~maximum~~ of four **(4)** working days, The term "member of ~~an~~ employee's family" means, but is not necessarily limited to, a spouse, child, parent, brother, sister, mother-in-law, father-in-law, ~~brother-in-law~~, sister-in-law, grandparents, grandchild, aunt, uncle, niece, nephew, ward or former guardian. The employee will be allowed up to two (2) days travel time, with pay, if required. As regards ~~part-time~~ employees, the foregoing leave provision ~~shall~~ apply in the case where the employee is required to be absent on scheduled working days.

21.02 **Compassionate leave**

Compassionate leave may be granted by the Director of ~~Human~~ Resources up to a maximum of three (3) working days with pay exclusive of travel time in the case of a direct family problem situation. Such leave shall not be unreasonably withheld. The foregoing shall apply to ~~all~~ part-time employees where the leave conflicts with scheduled working days.

ARTICLE 22 - PAID JURY DUTY AND COURT WITNESS LEAVE

22.01 The Society shall grant leave-of-absence without loss of seniority to an employee who serves as a juror or witness in any court. The Society shall pay such an employee the difference between his/her normal earnings and the payment he/she received for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount received. The employee will be expected to be at work on any days when he is excused as a juror. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as ~~time~~ worked at the appropriate rate of ~~pay~~. The foregoing shall not ~~apply~~ to proceedings between the Society and the Union, and/or any person represented by the Union.

ARTICLE 23 - PREGNANCY, PARENTAL, AND PATERNITY LEAVE

- 23.01 a) Employees shall be entitled to Pregnancy/Parental Leave of Absence in accordance with the provisions of the Employment Standards Act and the Unemployment Insurance Act.
- b) An employee will provide the Employer with the expected duration of the pregnancy, parental, and paternity leave at the time the leave commences.

- c) In the event the employee wishes to return earlier than expected she/he shall have the right to do so provided she/he notifies the Employer not less ~~than~~ **four (4)** weeks in advance.
- d) The employee may request an extension of the pregnancy/parental/paternity leave without pay provided the total period of leaves does not exceed twelve **(12) months**.

The request will be granted, provided in so doing, the extension of leave does not unreasonably interfere with the operation of the society. Such request must be presented not less ~~than~~ **four (4)** weeks prior to the expiration of the original leave period.

- e) The benefits will be maintained in accordance with the provisions of the Employment Standards Act, provided the employee continues to contribute the employee's share of the premium.
- f) It is understood that seniority shall continue to accrue during the period of such leave.
- g) Upon completion of said leave ~~an~~ employee shall be returned to the position held immediately prior to the commencement of the leave or a comparable position should the original position be eliminated.
- h) Where ~~an~~ employee ~~cannot~~ reasonably **perform** the duties of her position due to pregnancy, the society may transfer her to a vacant position, provided she is capable of performing the job requirements of the vacant position. In such a **case**, the employee shall be paid her current salary. The **Union** agrees to waive Article 16.01 for such a vacancy until the

employee leaves work to begin the pregnancy leave. The Society has the right to require performance of all duties of the vacant position.

23.02 Adoption Leave

Where ~~an~~ employee seeks maternity or paternity leave due to legal adoption, one (1) employee per family shall be granted twelve (12) months leave, without pay, for the purpose of ~~this~~ adoption.

23.03 Paternity Leave

The Society agrees to **grant** five (5) working days leave-of-absence without pay and without loss of seniority to prospective fathers for purposes of paternity leave. Such leave shall be arranged in consultation with the supervisor

ARTICLE 24 - TERMINATION OF EMPLOYMENT

24.01 The date of retirement for employees shall be **on** the last day of the ~~month~~ in which the employee ~~turns~~ sixty-five (65) years of age. The employee's employment **may** be extended **by** the Society **for a** period not to exceed one (1) year at a time.

24.02 When employment is terminated by the employee, ~~he~~/she shall give at least one (1) month's notice in writing. **This** period may be shortened by mutual agreement. If an employee does not provide one (1) month's notice prior to termination, ~~he~~/she shall be paid vacation pay at the ~~rate~~ of four percent (4%) in lieu of any accumulated vacation. Where it is necessary for an employee to ~~terminate~~ employment due to illness, accident or death in the **family**, then ~~he~~/she shall give notice as soon as is possible to the Society **and** the ordinary time limits for notice of termination may be waived.

24.03 Subject to the terms of the Plan, and the discretion of the employee, and consultation with the Director of ~~Human~~ Resources arrangements may be made for early retirement on an actuarial reduced pension at any time after attaining age fifty-five **(55)**.

24.04 At age sixty (60), the Society and employee may agree on a reduced work week or year, or re-assignment of duties useful to the agency and within the capabilities and interest of the employee ~~until normal~~ retirement age.

24.05 It is agreed that for those employees who retire prior to age **65** and who wish to continue the benefits may pay the premium costs for those benefits which are available to retired persons within the limitations as prescribed by the carrier.

ARTICLE 25 - EMPLOYEE PROTECTION

25.01 The employer is committed to the prevention of accidents **and** the safety and health of the employees during the hours of their employment. It is agreed that both the Employer and the Union shall work cooperatively in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

25.02 In **a** situation where a worker is assaulted by a child in care in the course of duty, it is recognized that **an** employee is free to exercise his/her rights under the law.

a) The employee shall discuss the matter with the appropriate Supervisor prior to laying the charge of either assault or obstructing a peace officer, or of common assault.

b) In cases of assault by persons other than a child in care, the employee may use his/her discretion and will notify the Society before action is taken.

25.03 The Society agrees to reimburse, in full, employees for damage done to their automobiles and/or personal property when on Society business. Such reimbursement shall be paid within ten (10) working days of presentation of a receipted repair bill provided that the employee **has** previously disclosed to the employer the nature and extent of the damages and the circumstances under which they occurred. Section **25.03** shall not apply:

- (a) with respect to any claim which otherwise comes under either P.L. & P.D., Collision or Comprehensive Coverage of the Automobiles Insurance;
- (b) where the employee contributes to the cause of damage or did not take proper steps to prevent damages;
- (c) as a substitute for Homeowners insurance where such is available. Notwithstanding the foregoing, in the event that damage is claimed under an insurance policy, the Society agrees to reimburse the employee **up** to a maximum of two-hundred and **fifty** dollars (**\$250.00**).

25.04 If an employee is charged with **an** offence under the Criminal Code of Canada, resulting from an offence which occurred in the performance of his/her duties and is not convicted of the charge or of **a** reduced charge arising out of the same facts or circumstances, the employer will pay the legal fees of counsel for such employee's defence on such charge provided counsel is one whose law practice is principally established and carried on in the City of London. In the event that a question arises as to the appropriate amount of legal fees to be paid, the amount of legal fees to be charged shall be placed before the Local Taxing Office for determination.

ARTICLE 26 - WAGES

- 26.01 Schedule "A" hereto attached, headed WAGES AND CLASSIFICATION, is hereby made **part** of **this** Agreement.
- 26.02 At the time of hiring each new employee **shall** receive a letter stating his/her **starting** salary and classification according to Schedule "A" and a job description of the job for which he/she has **been** hired. Failure to provide such a letter is grievable.

ARTICLE 27 - PAID HOLIDAYS

- 27.01 (a) The following paid holidays, regardless of when they fall, will be granted with pay, to all employees:
- | | |
|------------------|------------------|
| New Year's Day | Civic Holiday |
| Good Friday | Labour Day |
| Commonwealth Day | Thanksgiving Day |
| Canada Day | Christmas Day |
| | Boxing Day |
- (b) Payment for such holidays shall be based on the employee's regular rate of pay that he/she would **normally** have earned on such day. When any of the said holidays fall on other ~~than~~ a regular working day, the Society may designate either the preceding Friday or the following Monday **as** the day upon which said holiday will be celebrated.
- 27.02 (a) Employees shall be granted three (3) "floating" holidays to be taken at a mutually agreeable time, which shall not be **unreasonably** denied. Such days may be **utilized** for the observance of religious feast. For full-time

social workers, residential staff, and family support/homemaker employees an additional day, if and when proclaimed by the Federal or Provincial Government, shall be deemed to be one (1) of the above-mentioned floating days. For clerical/support employees an additional day proclaimed by the Federal or Provincial Government shall also be granted **as** paid holidays. One (1) of the above floaters may be used either for Easter Sunday or Easter Monday.

- (b) In order to be entitled to payment for paid holidays, an employee must have worked his/her **full** scheduled working day immediately preceding the holiday and his/her full scheduled working day immediately following the holiday unless absent with permission of the supervisor.
- (c) Employees required by their supervisor or the Executive Director to work on a scheduled paid holiday shall be granted time off in lieu at equivalent of time and one-half (1-1/2) **hours** worked. The foregoing shall not apply to Emergency Duty Workers.
- (d) Where a family support worker/homemaker qualifies for a paid holiday in accordance with Articles 27.01(a) and is required by his/her supervisor or the Executive Director to work on said paid holiday, he/she shall be paid his/her regular rate of pay for **all** hours worked and the Society shall substitute another day for the paid holiday and pay the employee his/her regular wages for such paid holiday.

27.03

- (a) For **part-time** social workers and clerical/support **staff**, where **an** employee qualifies for a paid holiday in accordance with Article 27.01 (a), and does not work on such paid holiday, the Society shall designate the day the paid holiday is to be taken **and** pay the employee his/her regular rate of pay for the paid holiday, subject to pro-rating.

- (b) In order to be entitled to payment for paid holidays, part-time ~~social~~ workers and clerical/support ~~staff~~ must have been employed for at least three (3) ~~months~~ and have earned wages on at least eight (8) days during the four (4) weeks immediately preceding a paid holiday.
- (c) Where a part-time social worker or clerical/support worker qualifies for a paid holiday in accordance with Article 27.01 (a), and is required by his/her supervisor or the Executive Director to work on said paid holiday, he/she shall be paid his/her regular rate of pay for all hours worked and the Society shall substitute another day for the paid holiday and pay the employee his/her regular wages for such paid holiday.

27.04

- (a) In order to be entitled to payment for paid holidays in accordance with Article 27.01(a), a part-time residential staff or family support worker/homemaker must have ~~been~~ employed for at least three (3) ~~months~~ and ~~has~~ earned wages on at least eight (8) days during the four (4) weeks immediately preceding a paid holiday. For part-time family support workers/homemakers payment will be determined by the average hours worked in the previous thirty (30) day period, not to exceed eight (8) hours.
- (b) Where a part-time residential employee qualifies for paid holiday in accordance with Article 27.01(a) and does not work on such paid holiday, the Society shall designate the day the paid holiday is taken and pay the employee his/her regular rate of pay for the paid holiday.
- (c) Where a part-time residential or family support worker/homemaker qualifies for paid holiday in accordance with Article 27.04(a) and is required by his/her supervisor or the Executive Director to work on said paid holiday, he/she shall be paid his/her regular rate of pay for all hours

worked and the Society shall substitute another day for the paid holiday and pay the employee his/her regular wages for such paid holiday.

ARTICLE 28 - VACATIONS WITH PAY

28.01 New employees shall commence to accumulate ~~annual~~ credits from the date of appointment whether on probation or not. For social work and full-time residential employees, no employee shall be entitled to any vacation until the completion of ~~six~~ **(6)** months service.

28.02 Clerical employees shall give twenty **(20)** days notice in writing of their request for vacation and the employer shall respond within five **(5)** working days of receipt of the request.

28.03 The following table represents the annual vacation credits available to the various ~~staff~~ groups and classifications:

Staff Classification	First Year	Years 2-4	Years 5-9	Years 10-14	Years 15-24	Years 25...
Social Work	20	20	20	20	25	30
Clerical	10	15	20	20	25	30
Residential	10	15	20	20	25	30
Family support	15	15	20	20	25	30

28.04 (a) Credits ~~shall~~ be accumulated on the following basis:

10 days equals **5/6** day for each month;
15 days equals 1-1/4 days for each month;
20 days equals 1-2/3 days for each month;
25 days equals **2-1/12** days for each month;
30 days equals **2-1/2** days for each month;

- (b) Group Home Parents will receive a twenty percent (**20%**) increase in vacation credits to allow for the six (**6**) day week which is expected of them. The value of one (1) day's vacation credit for *staff* members will be one-tenth (**1/10**) of their regular two-weekly pay, except for those who work a six-day week where it will be one-twelfth (**1/12**) of the regular two-weekly pay.

- 28.05** Vacation pay for part-time residential and family support/homemakers shall be four percent (**4%**) of the wage of the employee.
- 28.06** For all *staff* vacation leave shall be taken in the year in which it is deemed to be earned or the year immediately thereafter. However, at no time shall an employee accumulate more ~~than~~ the equivalent of one and one-quarter (1-1/4) years unused vacation credits. In special circumstances the Director of **Human** Resources may grant permission to allow leave to accumulate for one (1) additional year. Permission ~~shall~~ not be unreasonably withheld.
- 28.07** Vacation leave shall be granted at a time agreeable to both parties. In situations where there **is** conflict in scheduling vacations seniority **shall** be the determining factor.
- 28.08** Vacation rates of pay for employees who leave their employ prior to the completion of three (**3**) ~~months~~ service shall be dealt with in accordance with the provisions of The Employment Standards Act, **R.S.O., 1970, as** amended.

- 28.09 Should ~~an~~ employee be on sick leave prior to a scheduled vacation period and the illness extends into the vacation period, the employee shall be considered to be on sick leave ~~until~~ he/she returns to work when the vacation period will be re-scheduled. Where the employee is so absent for three (3) days or more, the Society may require a medical certificate. If costs are incurred by the employee in obtaining such certificate, the Society will reimburse the employee for said costs.
- 28.10 If ~~an~~ employee becomes ill during the period of his/her vacation, he/she will be granted sick leave for the period of his/her illness upon production of a comprehensive medical report from a duly recognized medical doctor. If costs are incurred by the employee in obtaining the medical report, the Society will reimburse the employee for said costs.
- 28.11 Should one (1) or more holidays, as set out in Article 27.01(a) occur during an employee's vacation, such vacation shall be extended by that number of days or the employee shall be given the equivalent time off at a mutually agreed time.
- 28.12 Where an employee is working fewer hours ~~than~~ the normal hours as defined in Article 29, vacation and vacation pay shall be pro-rated accordingly.
- 28.13 Before proceeding on his/her ~~annual~~ vacation, each employee shall satisfy his/her supervisor that his/her case recordings, reports and other duties of his/her position are reasonably up-to-date.

ARTICLE 29 - HOURS OF WORK AND OVERTIME

- 29.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days of work per week.

- 29.02 Society offices will open from **9:00** a.m. to **5:00** p.m., Monday to Friday inclusive. These hours may be varied by the Society.
- 29.03 Employees shall be allowed one hour for lunch each day.
- 29.04 At the request of ~~an~~ employee flexible working hours may be arranged with the approval of the Employer.
- 29.05 The ~~normal~~ work week for full-time social workers shall be ~~thirty-five (35)~~ hours per week, Monday to Friday, comprised of five ~~(5)~~ seven ~~(7)~~ hour days.
- 29.06 The **hours of** work for all part-time ~~staff~~, and the scheduling thereof, ~~shall~~ be determined in accordance with the needs of the Society.
- 29.07 The normal hours of work for all clerical/support employees shall be ~~as~~ follows:
- (a) **Full-time employees:**
The normal work week shall consist of five ~~(5)~~ days from Monday to Friday inclusive and consisting of seven ~~(7)~~ consecutive hours per day interrupted by a lunch period of at least one (1) hour. ~~The~~ seven ~~(7)~~ hour ~~shift shall~~ be worked between the hours of **8:00** a.m. to **6:00** p.m., (**8:00** hours and **18:00** hours).
 - (b) **Part-time employees:**
Part-time ~~shifts~~ shall be mutually agreed upon.
- 29.08 (a) The hours of work for all homemaker/family support workers shall be determined in accordance with the needs of the Society. The homemaker/family support worker program is a 24-hour per day, seven-days per week program wherein cases are assigned on the basis of client profile and needs. **Hours** of work will vary and will be related to

the number and kinds of case assignments made. While most cases will be assigned on a planned basis, emergencies will, by necessity, be assigned with little or no notice, and will be done on a rotating basis among the homemaker/family support workers.

- (b) The **normal** work week for all full-time homemaker/family support workers shall be (40) hours per week averaged over a four (4) week period.
- (c) Nothing in this Article shall be construed to preclude part-time Family Support Workers from working in excess of twenty-four (24) hours per week.

29.09 The normal work week for Residential **Staff** shall be as follows:

- (a) A Live-Out Worker shall work an average of eighty (80) hours in a two (2) week period, usually five (5) eight (8) hour days per week. There shall be no split **shifts**.
- (b) A Live-In Worker shall work a maximum of one hundred and sixty (160) hours in a two (2) week period, eighty (80) hours of which shall consist of sleep-over duty, usually five (5) sixteen (16) hour **shifts** per week. There shall be no split **shifts**.
- (c) A Group Home Parent shall be employed using the family model type of care. The Group Home couple shall use the home as their prime residence and they shall assume responsibility for children on a twenty-four (24) hour per day basis, working eleven (11) out of fourteen (14) days in a two (2)-week period. The three (3) eight (8)-hour **shifts** in the two (2)-week period may be taken at the discretion of the employee

provided it does not affect the operation of the residence. Said shifts may be carried over by mutual agreement of the parties.

- (d) Normal work hours may vary from group home to group home according to the program needs and shall be scheduled for the prime time of each such program. Schedules shall not be varied except to accommodate legitimate service needs.

29.10

RESIDENTIAL WORK SCHEDULES

- (a) **Full-time Residential Staff**

Work schedules, for full-time residential **staff**, will be posted a minimum of four **(4)** weeks in advance of their effective date. If schedules are altered with less than seventy-two (72) hours notice of **an** employee's inability to report, which gives rise to such alteration **in** the schedules, the employee shall be compensated for the first twenty-four (24) hours affected by the alteration at the rate of one and one-half (1-1/2) the normal rate, unless the alteration is by **mutual** agreement of the parties:

- (i) That no employee be required to work more than five **(5)** consecutive days without two (2) consecutive days off. The foregoing shall not apply to Group Home Parents.
 - (ii) That no employee work more than one (1) weekend in any two (2)-week period.
 - (iii) That no employee be scheduled to work on any shift without having had at least eight (8) hours off since the completion of **his/her** previous shift.

- (iv) An employee when required to attend meetings, court appearance or educational seminars shall be granted compensatory time-off in lieu. Time off shall be approved by the Supervisor.

(b) **Part-time Residential Staff:**

- (i) Wherever possible a part-time residential employee will be scheduled at least one week in advance to work. If a shift is cancelled with less than twenty-four **(24)** hours notice, he/she will be **paid** the equivalent of three hours pay at his/her current hourly rate.
 - (ii) In the event, due to an emergency, an employee is reassigned to work in a home other than where he/she was initially scheduled to work, the compensation if different will be no less than what he/she would have received before the reassignment.
- (c) Where a part-time employee fills in for a full-time employee for a continuous period in excess of five (5) working **days** or more he/she shall be paid at the base rate of the full-time employee who is being replaced.

29.11 **Planned Overtime**

Planned overtime is defined as **work** in excess of seven/eight hours in a **day** which is scheduled in advance and is subject to the approval of the appropriate supervisor. Such overtime shall be compensated by compensatory time off on an hour for hour **basis**, to **be** taken off at a **mutually** agreed time within the time frame set out in Article 29.13.

29.12 **Emergency Overtime (Unplanned)**

Emergency overtime (according to the current definition) is work in excess of seven/eight hours per **day** which is required to respond to emergency situations. Such overtime shall be approved in advance **by** the appropriate supervisor. Time

and one-half (1-1/2) times the employee's regular hourly rate of pay shall be paid for all emergency overtime approved in advance by the supervisor. The employee may elect to have these overtime hours accredited to him/her at the overtime rate, and such credited hours may be used by the said employee for time off. On a quarterly basis, staff can elect to have overtime paid out or remain in the bank. Every effort shall be made by the employee to take this off at a mutually agreed time.

29.13 Compensatory time-off, of up to three (3) consecutive days, may be taken within ninety (90) days of the time it was earned.

29.14 For Live-In Workers overtime occurs when they have worked over and above ten (10) hours worked during sleep-over duty, in a two (2) week period, or over and above eighty (80) day hours. Any overtime shall be compensated in accordance with Article 29.11 (a)(b).

29.15 Employees shall be allowed one (1) fifteen (15) minute break in the morning and afternoon of each normal day.

29.16 Providing staffing permits, rest periods for residential staff shall be two (2) fifteen (15) minute periods for each eight (8) hours worked. If such rest periods cannot, for the reasons of staffing, be taken by the employee, that time may be banked at straight time rates for overtime credits.

ARTICLE 30 - EMERGENCY DUTY, EMERGENCY IL CK & IC CALLS

30.01 Emergency Duty

(a) The Duty Worker shall cover the after-hour time periods of

(i) 5:00 p.m. through 9:00 a.m. the following day, Monday to Friday inclusive (weeknights);

- (ii) 9:00 a.m.Saturday through to 9:00 a.m. Monday (weekends Saturday and Sunday); and
- (iii) paid holiday coverage.

(b) The Duty Worker shall be compensated on the following basis:

"Unit of Service"	"Base" Rate	With 4% in lieu of vacation
Weeknight	\$71.84	\$74.71
Weekend Day	143.74	149.49
Stat Holiday	166.44	173.10

- (c) The **Duty** Worker **shall** assume initial responsibility for service demands after regular office hours. Where it is found that the call **is** concerned with a currently active case, the Duty Worker may consult with the primary worker and the primary worker **will** take responsibility for a decision whether or not he/she should become actively involved in the case management at that point.
- (d) Coverage shall be on a voluntary basis, however, in the event there are insufficient volunteers the Society shall appoint Emergency Duty Coverage on **an** equal rotation basis from Social Workers within the Bargaining Unit, except those on probation. Such compulsory appointments to Emergency Duty coverage shall not conflict with the employee's scheduled vacation period provided such vacation has been approved by the Society prior to the assignment.
- (e) The Society **may** supplement Emergency Duty **Staff** by use of persons from outside of the Bargaining Unit.

- (f) Schedules shall be drawn up thirty (30) days in advance.

30.02 **Emergency Call-Back**

- (a) A residential staff called in to work at any time other than his/her regular scheduled ~~shift~~ shall be paid a ~~minimum~~ of ~~three~~ (3) hours at the employee's regular straight time hourly rate.
- (i) Full-time residential staff may choose to receive a ~~minimum~~ of three (3) hours compensatory time off. An employee subsequently ~~working~~ in excess of three (3) hours will be paid at the rate of time and one-half (1-1/2) the employee's regular straight time hourly rate or will receive compensatory time-off at the rate of time and one-half (1-1/2) for ~~all~~ hours worked. An employee who is required to ~~remain~~ on duty past his/her regular scheduled ~~shift~~ shall be paid at the rate of one ~~and~~ one-half times (1-1/2) the employees regular hourly rate or will receive compensatory time off, for all hours worked.
- (b) A family ~~support~~ worker/homemaker when called on emergency basis to assist a family situation, ~~shall~~ be ~~paid~~ a ~~minimum~~ of three (3) hours for each ~~call-in~~.

30.03 **Service ~~Calls~~ for Maintenance Staff**

~~Minimum~~ call-back time for maintenance staff will be two and one-half (2-1/2)hours pay per call at the regular hourly ~~rate~~.

ARTICLE 31 - BENEFITS

- 31.01 (a) The Society agrees to make available to all full-time employees the following benefits:

BENEFIT	CONTRIBUTION (%)		DETAILS
	EMPLOYER	EMPLOYEE	
O.M.E.R.S.	50	50	Also available to part-time Staff
O.H.I.P.	100	0	
EXTENDED HEALTH (a)Semi-private hospital (b)Long-term disability (c)Prescription drugs (d)Vision care plan	60	40	One deductible applies to all components of this benefit: Single-\$25 & Family-\$50 . Maximum coverage of \$150 over two years for Vision care plan.
Dental Plan'	100	0	Blue Cross Dental Plan # 7 or equivalent based on previous year's Ontario Dental Association Rates; Deductible is Single-\$25 & Family-\$50

(b) For part-time social workers/clerical staff, the Society agrees to provide benefits on a pro-rated basis. The foregoing provision is subject to **all** eligibility rules.

(c) (i) Part-time residential and family support worker/homemaker will receive pay-in-lieu of benefits equal to five percent **(5%)**.

- (ii) The Society agrees to allow part-time employees to enrol in any benefit plan provided by the Society. Such enrolment shall be subject to eligibility provisions of the plan and the employee ~~shall~~ pay the one hundred percent (100%) of the premium costs.

31.02 All claims regarding their benefits shall be made with reference to the master contract with the particular carrier or carriers. The ~~Union and~~ the Society ~~shall~~ mutually **agree** upon the carriers to be used and any changes to the policies involved.

31.03 The Society agrees to cover all employees under the Worker's Compensation Act.

31.04 **Retirement**

Notice of intent to retire shall be given to the Director of Human Resources before December 1'st of the year preceding the retirement year, so that the gratuity may be enclosed in the budget.

31.05 An employee who ~~has~~ ten (10) or more years of continuous employment with this Employer, who ceases to be employed by this Employer because of pensionable retirement from this Employer's service due to age, disability or death ~~shall~~ be paid ~~an~~ amount equal to ~~fifty~~percent **(50%)** of his accumulated sick leave credits (at the current **salary** or wage rate), but such an amount ~~shall~~ not exceed fifty percent (50%) of his **annual salary** or wage. (Retirement shall mean - retirement on O.M.E.R.S. Pension).

ARTICLE 32 - SICK LEAVE

32.01 (a) All full-time employees covered by this Agreement shall be eligible for a credit of two **(2)** days for each month of service with the Employer. The unused portion of an employee's sick leave ~~shall~~ accrue up to a

~~maximum~~ of one hundred and twenty (120) days for his/her future benefits.

- (b) For part-time social work/clerical staff the sick leave credits shall be prorated using the following formula:

Two (2) days divided by the number of working days in the month, including statutory holidays, multiplied by the number of days worked.

32.02 Employees ~~shall~~ notify their immediate supervisor within ~~the~~ first hour of work, or as soon as possible on the first day of illness.

32.03 An employee who ~~has~~ been ill must present a completed attendance report to the Supervisor on returning to work. If an employee is ill for five (5) or more working days, he/she may be required to provide the Director of ~~Human~~ Resources with a physician's certificate of illness. If costs are incurred for such medical certificate the Society will reimburse the employee for said costs.

32.04 When ~~an~~ employee is absent as a result of ~~an~~ accident while at work, for this Employer, or illness inherent to occupation and as a result is receiving Worker's Compensation awarded by the Worker's Compensation Board, he/she shall receive the difference between his/her regular pay and the Board's award if unused sick credits are available if he/she so requests. If such employee is not eligible for Worker's Compensation, he/she ~~shall~~ receive sick pay if unused sick credits are available.

ARTICLE 33 - PERSONNEL FILES

33.01 Employees may request to see their personnel file (personal references excluded) not more ~~than~~ twice per year provided:

- (a) the employee does so in the presence of his/her supervisor;
- (b) the employee takes no copies nor removes any documents contained therein;
- (c) the Society agrees to provide the employees concerned with any letter of reprimand, discipline or commendation.

33.02 The Society agrees to remove any record of reprimand or disciplinary action from an employee's file, if there ~~has~~ been no further cause for such a record after two (2) years have elapsed.

ARTICLE 34 - TRAVEL EXPENSES AND CAR ALLOWANCES

34.01 Mileage rates paid to employees using their cars on Society business with the approval of the Society, shall be paid according to the Letter of Understanding. A car allowance of forty dollars (\$40.00) per month ~~shall~~ be paid to the workers serving the Native Reserves.

34.02 The Society shall continue the present practice of supplying vehicles to be used by ~~staff~~ in carrying out their assigned duties. The Society shall ensure that automobiles owned and/or operated by it for the use of employees in the discharge of their duties shall ~~be~~ checked at least once every two (2) ~~months~~, and shall provide maintenance essential to safety. The Society reserves the right to limit the use of a vehicle by an employee. Should it be necessary to vary the practice of providing vehicles, the Society agrees to discuss this with the Union two (2) months in advance of the change date. It ~~shall~~ be the responsibility of the employees to notify the Society in writing of any obvious safety defects in said vehicle. The Society shall make available to employees forms, where upon employees shall note apparent malfunctions or vehicle maintenance required.

34.03 Transportation for Maintenance ~~Staff~~ while on Society business will be paid at the current mileage rate. An additional four **(4)** cents per mile will be paid when on a service ~~call~~.

34.04 (a) All employees when on assignment required to travel and obtain accommodation at least one hundred (100) or more miles from their place of employment ~~may~~ apply and receive ~~an~~ advance of one hundred dollars (\$100.00) per day for expenses ~~from~~ which meals, accommodation, travel and ground transportation ~~shall~~ be paid by the employee; receipts shall be presented to the Society by the employee to **support** the expenditures by filing a report within two **(2)** weeks of the event. The Society reserves the right to restrict expenses if they are found excessive.

(b) When an employee is required to attend such ~~an~~ assignment at the expense of the Society, the Society reserves the right to specify the means and route of travel.

ARTICLE 35 - COMMUNICATION

35.01 All official correspondence between the parties must be forwarded to the Executive Director or designate, the President of the Local or designate with a copy to the Regional Office

35.02 The Union ~~shall~~ be permitted to use the Society interoffice mailing system for the purpose of **transmitting** correspondence relating to Local business between committee members and shop stewards.

35.03 The Society agrees to provide bulletin boards for Union business within the central offices ~~and~~ residences.



ARTICLE 36 - RETROACTIVITY

36.01 The parties agree that the provisions of Schedule A and of Article 30.01(b) shall be retroactive to January 1, 1994.

ARTICLE 37 - TERMINATION OF AGREEMENT

37.01 This Agreement shall remain in full force and effect ~~from~~ January 1, 1994 to December 31, 1995, and shall continue in force from year to year thereafter unless no more ~~than~~ ninety (90) days before the date of termination either party furnishes the other with notice of termination or of proposed revision of this Agreement.

SIGNED at London, this 30th day of May, 1995.

FOR THE SOCIETY

Samuel West
Judith Brown Leeman

FOR THE UNION

Minnie M. Dickson
Spurila Kuchinad
Graham
R. Daniels
H. Brandt
Sherry Maghail
Robert Field
Audie Pokerman
Leah Hall

SCHEDULE "A"

1992-1993 SALARY SCHEDULE - SOCIAL WORKERS & DAY PROGRAM WORKERS

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
SOCIAL WORKER1 (MALE)	25,990	27,285	28,650	30,085	31,590	33,165	34,825
SOCIAL WORKER I	26,843	28,141	29,506	30,938	32,444	34,021	35,678
SOCIAL WORKER II	29,646	31,084	32,600	34,184	35,851	37,602	39,438
SOCIAL WORKER III	35,101	36,813	38,609	40,501	42,481	44,563	46,750
DAY PROGRAM WORKER	22,204	23,273	24,392	25,567	26,804		

- NOTE:**
- (1) Employees entitled to an annual increment within the wage scale will normally be granted that increment on their appropriate anniversary dates.
 - (2) The 1992-93 Salary Scale replaces all previous scales, and for new employees the codes are as follows:
Social Worker I-B.A. OR COMMUNITY COLLEGE
Social Worker II-B.S.W.
Social Worker III-M.S.W.
Staff do not flow from **SW1** to SW2, or from SW2 to SW3 without upgrading their educational qualification.

- ,
- (3) All social work staff on complement on July 16, 1987 were "grandfathered" which permits employees to flow from SW1 to SW2.
 - (4) The scales have five (5) per cent increments.
 - (5) The 1992-1993 salary scales reflect no scale adjustment, and no increment adjustments in 1993.

SCHEDULE "A"

1992-1993 SALARY SCALE - FULL-TIME RESIDENTIAL

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CHILD CARE WORKER (LIVE-OUT)	30,294	31,760	33,298			
CHILD CARE WORKER (LIVE-IN)	31,760	33,298	34,915			
NIGHT WORKER	18,824	19,713	20,648	21,632	22,667	23,753

- NOTE:
- (1) Employees entitled to an annual increment within the scale will normally be granted that increment on their appropriate anniversary dates.
 - (2) The 1992-1993 Salary Scale replaces all previous scales.
 - (3) The scales have five **(5)** per cent increments.
 - (4)** Live-in staff will continue to receive a 5% premium over their appropriate Step on the Live-out scale.
 - (5)** The 1992-1993 salary scales reflect no scale adjustment, and no increment adjustments in 1993.

SCHEDULE "A"
1992-1993 SALARY SCALE-CLERICAL/SUPPORT

CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
GRADE 1	15,697	16,441	17,219	18,036	18,898	19,798	20,744
GRADE 2 (MALE)	16,485	17,310	18,175	19,085	20,035	21,040	22,090
GRADE 2	17,342	18,165	19,032	19,938	20,895	21,897	22,949
GRADE 3	19,060	19,966	20,923	21,930	22,982	24,090	25,248
GRADE 4	21,203	22,221	23,290	24,414	25,589	26,826	28,130
GRADE 5 (MALE)	22,470	23,595	24,775	26,015	27,315	28,680	30,115
GRADE 5	23,103	24,228	25,403	26,645	27,943	29,308	30,741
GRADE 6 (MALE)	24,975	26,225	27,535	28,910	30,355	31,875	33,470
GRADE 6	25,500	26,748	28,057	29,433	30,883	32,399	33,994

NOTE: (1) All increments will normally be automatic unless the employee has, during the course of the year been given written notice to the effect that he/she will not receive this increment. Such notice to be given

not less than sixty (60) days prior to anniversary date. The notice is subject to review by employees (with a Union representative and Local Director or designate).

- (2) The 1992-1993 Scales replace all previous scales.**
- (3) The 1992-1993 salary scales reflect no scale adjustment, and no increment adjustments in 1993.**

SCHEDULE "A"

1992-1993 SALARY SCALE-PART-TIME RESIDENTIAL WORKERS

CLASSIFICATION	"BASE RATE"	"BASE RATE + IN LIEU"
UP TO 575 HOURS	10.798	11.770
576 TO 1,500 HOURS	11.310	12.328
1,501 TO 3,000 HOURS	11.864	12.932
3,001 TO 4,500 HOURS	12.429	13.548
OVER 4,501 HOURS	13.025	14.197

- NOTE:
- (1) The 1992-1993 replace all previous rates.
 - (2) The "base rate & in lieu" include 4% in lieu of vacation, and 5% in lieu of benefits.
 - (3) These rates apply to all hours worked from 7:00 **AM** to 11:00 PM. A rate of \$4,579 per hour applies for all employees for night hours (sleepover) - 11:00 PM to 7:00 AM and includes 4% in lieu of vacation and 5% in lieu of benefits.
 - (4) The 1992-1993 salary scales reflect no scale adjustment, and no increment adjustments based on hours accumulated in 1993.

SCHEDULE "A"

1992-1993 SALARY SCALE-FAMILY SUPPORT WORKERS/HOMEMAKERS

CLASSIFICATION	STEP 1	STEP 2	STEP 3
FAMILY SUPPORT WORKER/HOMEMAKER (FULL-TIME)	26,925	28,223	29,589
FAMILY SUPPORT WORKER/HOMEMAKER (PART-TIME)	10.990 "BASE"	11.979 "BASE & IN LIEU"	

- NOTE:
- (1) Employees entitled to an annual increment within the scale will normally be granted that increment on their appropriate anniversary dates.
 - (2) All part-time homemaker/family support workers will receive four per cent **(4%)** in lieu of vacation, and five per cent (5%) in lieu of benefits, in addition to the "base" rate.
 - (3) The 1992-1993 Scales replace all previous scales.
 - (4) The 1992-1993 salary scales reflect no scale adjustment, and no increment adjustments in 1993.

LETTER OF UNDERSTANDING

CAR MILEAGE ALLOWANCE

It is the intention of the Society to amend the mileage rates as stipulated in Article 34.01 of the Collective Agreement. Such amendment to be made effective upon receipt of authorization from the Ministry of Community and Social Services.

SIGNED at London, this ...30th day ofMay....., 1995.

FOR THE SOCIETY

Darryl L. West
Judith Van Leeuwen

FOR THE UNION

Marianne M. Delcourt
Suzila Kuchinad
12 Shadem
R. D. Amur
X. Brandt
Shing Weighart
[Signature]
Robert Field
Indie Bokman
Leah Hul.

LETTER OF UNDERSTANDING

U.I.C. REBATES

It is understood **and** agreed that the Society has applied all U.I.C. rebates otherwise payable towards the settlement of **this** Agreement and all former wage settlements. Furthermore, it is the intention of the Society to continue applying U.I.C. rebates otherwise payable to employees to future settlements.

SIGNED at London, this 30th day of May, 1995.

FOR THE SOCIETY

1. Tony L. Ullat
Judith Ann Levenson

FOR THE UNION

Marian M. DeLoach
Synila Kuchinad
G. Graham
R. Damm
K. Brundin
Shirley Waghorn
[Signature]
Robert Fielet
Audie Bekersa
Leah Hul

LETTER OF UNDERSTANDING

STAFF REPRESENTATION ON BOARD AND COMMITTEES

It is the intent of the Society to maintain the present practice regarding the participation of one (1) staff member on the Board and selected Committees. Such staff members have voting privileges on the specified committees but not on the Board of Directors. Staff members will be excluded from those portions of meetings held "in camera".

SIGNED at London, this 3rd day of May, 1995.

FOR THE SOCIETY

James H. West
Judith Joan Leamon

FOR THE UNION

Marnie M. Dillout
Suzila Kuchinad
C. Graham
R. Garmish
H. Barden
Sherry Waghead
Robert Field
Andie Dekorma
Leah Hul

LETTER OF UNDERSTANDING

STAFF EVALUATION

The Society agrees to evaluate each new part-time residential /family support/homemaker employee ~~within~~ five hundred and seventy-five (575) hours of employment and annually thereafter. This Letter of Understanding does not form part of the Collective Agreement.

SIGNED at London, this ..~~20~~... day of~~May~~....., 1995.

FOR THE SOCIETY

Carol L. West
Judith Rose Leanne

FOR THE UNION

Marianne M. Dickson
Supila Kuchinad
G. Graham
R. Darnish
H. Bander
Shing Waghorn
Robert Engle
Andie Belkman
Leah Hul

LETTER OF UNDERSTANDING

CASE LOAD ASSIGNMENT

It is the intention of the Society that Team Supervisors will discuss the assignment of any new cases with the employee affected before such assignment is made. If this procedure results in difficulties which are not resolved, the employee may discuss the matter with the Department Director.

SIGNED at London, this 3rd day of May, 1995.

FOR THE SOCIETY

Henry L. Allst
Judith Rose Leaven

FOR THE UNION

Maria M. Dickson
Suzila Kuchinac
G. Shalem
R. O. Davis
L. Brandt
Sherry Waghead
Robert Field
Andie Bekerman
Leah Hal

LETTER OF UNDERSTANDING

APARTMENT ACCOMMODATIONS

It is the intention of the Society to maintain the present practice in regards to providing relief accommodations for Live-in Residential Staff. This letter does not form part of the Collective Agreement.

SIGNED at London, this ~~3rd~~... day of ~~May~~....., 1995.

FOR THE SOCIETY

Henry L. West
Judith Don Lawrence

FOR THE UNION

Marnie M. Delcourt
Supila Krishnad
G. Graham
R. Darnisa
H. Branch
Sherry Waghon
Robert Field
Andie Bakema
Leah Hul

LETTER OF UNDERSTANDING

INSURANCE DEDUCTIBLE

It is understood and agreed that the Society's obligation pursuant to Article 25.03 is limited to paying the difference between two-hundred and **fifty** dollars (**\$250.00**) and the amount of deductible coverage that the employee's **insurance** policy provides to ~~maximum~~ of two-hundred and **fifty** dollars (\$250.00).

SIGNED at London, this 30 day of May, 1995.

FOR THE SOCIETY

Temmy L. Allen

Judith Over Leeuwen

FOR THE UNION

Marnie M. Dickson

Sumila Kuchinad

R. Graham

R. Darnisa

H. Brandt

Shirley Waghorn

[Signature]

Robert Field

Andie Bokeman

Leah Hul

LETTER OF UNDERSTANDING

RE: ARTICLE 29.10-C.C.W WORK SCHEDULES

It is understood and agreed that for the period of this Contract the following shall apply to the scheduling of working hours for all staff model homes. Individual work schedules shall be established for each staff model home. Such work schedules shall be established on a cycle based on one week per each employee. The work schedule shall provide for:

- (i) the minimum number of split days off,
- (ii) the maximum number of week-ends off,
- (iii) the maximum number of hours off between shifts;
- (iv) the minimum number of weeks where an individual employee is required to work more than five (5) consecutive days;
- (v) an average of forty (40) work hours per week over the cycle.

SIGNED at London, this 3rd day of May, 1995.

FOR THE SOCIETY

Cheryl M. Allen
Justin D. Allen

FOR THE UNION

Marnie M. Dickson
Supila Kuchinad
G. Graham
R. Darnish
H. Brander
Sherry Waghe
Robert Field
Andre Robinson
Leah Hul

LETTER OF UNDERSTANDING

JOINT REPRESENTATIONS

The Employer and the **Union** have agreed that they will arrange, during the term of the present Collective Agreement, to work through their respective Associations, **making** joint representations to the Ministry of Community and Social Services, with respect to the allocation of funds of the Agency. It **is** agreed that such representations will be made on a joint basis and will be for the purpose of bringing to the attention of Ministry Officials the present funding practice is causing in the collective bargaining process, especially with respect to salaries and other cost items.

SIGNED at London, this 30th day of January, 1995.

FOR THE SOCIETY

Tommy L. Ulett

Judith Ann Leuven

FOR THE UNION

Marnie M. Dickson

Supila Kuchinad

G. Graham

R. Dornish

Brander

Shirley Maghara

Robert Field

Judie L. Loman

Leah Lul

LETTER OF UNDERSTANDING

ACCESS TO FINANCIAL INFORMATION

The Employer agreed during the course of negotiations to make available to the Union or a Committee of the Union any financial data pertaining to the operation of the Children's Aid Society of London and Middlesex, as it may need.

SIGNED at London, this 30th day of May, 1995.

FOR THE SOCIETY

Sam W. [unclear]
Judith Rose [unclear]

FOR THE UNION

Marion M. Dickson
Sunila Kuchnia
G. Graham
R. [unclear]
K. Branden
Sherry Waghoen
[unclear]
Robert Field
Andre [unclear]
Leah [unclear]

ROOM CHARGES

The Ontario Public Service Employees ~~Union~~ and its Local 116 and the Children's Aid Society of London ~~and~~ Middlesex, agree that if Revenue Canada reviews the provision in Schedule "A" of the Social Worker Collective Agreement which refers to room charges, and if Revenue Canada declares that ~~the~~ rental is less fair market rate ~~and~~ that the employee is then ~~deemed~~ to receive a benefit, that in such case, the Society ~~and~~ the Union agree to amend rent charged to eliminate the existence of a taxable benefit by increasing ~~the~~ rent to a level approved by Revenue Canada.

FOR THE SOCIETY

FOR THE UNION

FOR THE SOCIETY

Thompson & Co.

Josiah Van Leeuwen

FOR THE UNION

Marnie M. DeLoak
Suzila Kuhired
G. Graham.
R. Garwish
H. Brandt
Sherry Wagoner
~~Robert Field~~
Audie Schorn
Leah Hall.