

AGREEMENT

Between:

WILLIAM W. CREIGHTON YOUTH SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3367

Term: April 1, 2002 to March 31, 2004

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THIS AGREEMENT made this 30th day of January, 2003

BETWEEN:

WILLIAM W. CREIGHTON YOUTH SERVICES

(hereinafter called the "Agency")
OF THE FIRST PART,

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3367

(hereinafter called the "Union")
OF THE SECOND PART.

ARTICLE 1 – PURPOSE

1.01 The general purpose of this AGREEMENT is to establish and maintain collective bargaining relations between the Agency and its employees and to provide mechanisms for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, benefits, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 – RECOGNITION

2.01 The Agency recognizes the Canadian Union of Public Employees and its Local 3367 as the sole and exclusive bargaining agent of all employees of William W. Creighton Youth Services save and except Supervisor, persons above the rank of Supervisor and persons covered by any other collective agreement.

Employees not covered by the terms of this collective agreement will not work in jobs which are normally performed by employees covered by this agreement, except for the purposes of instruction, and in cases of emergencies.

2.02 The following terms wherever used herein shall, unless the context otherwise requires, have the following meanings:

- (a) **AGENCY** shall mean William W. Creighton Youth Services.
- (b) **FULL-TIME EMPLOYEE** is a permanent employee who is regularly scheduled for more than 24 hours per week and has completed his/her probationary period.
- (c) **PART-TIME EMPLOYEE** is a permanent employee who is regularly scheduled for less than 24 hours per week and has completed his/her probationary period.
- (d) **DEPARTMENT 1** shall be those bargaining unit positions that include office and clerical.
- (e) **DEPARTMENT 2** shall be those bargaining unit positions that are not included in **DEPARTMENT 1**.

Article 2 – Recognition (cont'd)

- (f) **SUPPLY EMPLOYEE** is an employee who is called in as required by the Agency. This employee will accrue seniority on a pro rated basis. A Supply Employee will accrue seniority on a separate seniority list. If within 12 months of finishing a supply position the Supply employee is hired on a permanent basis, they will have the accrued seniority off the separate seniority list added to their permanent seniority after they have completed their probationary period. For the purposes of this clause, 2080 hours worked will equal one year of seniority.
- (g) **SPOUSE** the term spouse in this collective agreement will include a common law relationship without a child of more than 12 months duration, or with a child of more than 3 months duration, and same sex spouse relationships of 12 months duration or longer.
- (h) **WORK DAY** for the purposes of the grievance procedure shall mean Monday to Friday.
For the purposes of this collective agreement, other than grievance procedure, shall mean a scheduled work day.

Article 2 – Recognition (cont'd)(i) **REST PERIOD**

8 Hour Employee – An employee will be granted a fifteen (15) minute rest period in each half of each shift as near to the mid point of the half shift as possible.

12 Hour Employee – An employee will be granted a 15 minute rest period in each four (4) hours of their shift as near to the mid point of each four (4) hours as possible.

Rest periods will be granted as above where the requirements of the service permit.

2.03 Students employed during the vacation periods and employees hired outside of the bargaining unit who are employed for a specific term or task under a Government employment program shall have a separate seniority list and shall be entitled to all rights and benefits of this collective agreement that are awarded to Supply employees.

It is understood and agreed that the persons employed under this clause shall not be used in classifications of higher paying positions normally offered to Permanent and Supply employees. Such employees shall not in any way displace Permanent and/or Supply employees nor will they be retained in or granted work in preference to Permanent and/or Supply employees who normally perform the work.

The Union will be advised, in writing, prior to the start of any employee under this clause. The letter will state the duration of the expected employment, if a grant, the type of grant, and the wage rate.

Article 2 -- Recognition (cont'd)

No employee may be hired for a period in excess of six (6) months under this clause unless agreed to, in writing, with the union.

2.04 A supply employee hired after signing of this agreement who does not have Preferred or Alternate qualifications will have a maximum term of employment of 1500 hours. Seniority for such employees will be maintained on a separate seniority list. If the employee subsequently acquires Preferred or Alternate qualifications for a position and is employed, the previously accrued seniority will be transferred to the appropriate seniority list.

Extensions to 1500 hour term will be mutually agreed upon by the Agency and the Union.

ARTICLE 3 – GENERAL

3.01 Whenever the singular or feminine is used in this agreement, it shall be considered as if the plural or masculine had been used.

3.02 The Agency shall provide one (1) bulletin board at each work site for the exclusive use of the Union. **All** notices posted must **be** approved by the Supervisor before posting.

3.03 No employee shall be required or Permitted to make any written or verbal agreement with the Agency or the Union or their respective representatives which conflicts with the **terms** of this collective agreement.

3.04 Access to Personnel File

An employee shall have the right, at any time upon reasonable notice, to have access to review her/his personnel file and shall have the right to respond in writing to any comment contained in her/his file. Such response shall become part of the permanent record.

3.05 Adverse Reports

At the request of the employee, any letter of reprimand, suspension or other sanction will be removed from the records/files of the employee not later than twelve (12) months following the receipt of such a letter, suspension or other sanction provided that the employee's records/files have been clear of similar offences for the past twelve (12) months.

3.06 The Union and the Agency will equally share the costs related to printing and distribution of the collective agreement to employees.

3.07 Board Meeting Minutes

Copies of Board Meeting Minutes will be forwarded to the Union as they are approved. (Effective September 2002)

ARTICLE 4 – DISCRIMINATION

4.01 It is agreed that there shall be no discrimination, interference, restriction or coercion exercised or practised by the Agency, the Union, or any of its officers, or members.

4.02 It is further agreed that there shall be no discrimination against employees, with regard to employment because of race, colour, creed, nationality, family status, ancestry, place of origin, physical disability, ethnic origin, citizenship, marital status, political affiliation, sex, age, Union membership or sexual orientation.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Agency retains all the rights of management save insofar as they are modified by this agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the sole right of the Agency to:

1. Maintain order, discipline, efficiency and to establish and enforce rules and regulations governing the conduct of employees, which rules and regulations, shall not be inconsistent with the terms of this collective agreement, are primarily designed for the safety and welfare of the employees, the economy of the operation and protection of the Agency's property and the welfare of the public.

2. Hire, transfer, promote, demote, lay-off, recall, assign duties and to suspend, discipline, or discharge any employee for just and reasonable cause, provided that a claim by an employee when they have been unjustly dealt with on any of the foregoing items, will be the subject of a grievance and dealt with under Article 10, Grievance Procedure.

5.02 The Agency shall not exercise its right to direct the working force in a discriminatory manner, nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause; subject to the terms of the agreement.

5.03 All matters concerning the operation of the Agency, not dealt with herein, shall be reserved for the Agency.

5.04 In all possible disciplinary meetings, the Agency will inform the employee of their right to Union representation of the employee's choice.

ARTICLE 6 – CHECK-OFF/UNION SECURITY

6.01 As a condition of employment, all bargaining unit employees shall become and remain members in good standing of the Union, within thirty (30) days of date of hire with the Agency. The Agency shall provide to the Union the name, address and phone number of any new employee within three (3) weeks of that employee's hiring.

6.02 The Agency will deduct from employees of the bargaining unit any initiation fees, dues or assessments levied in accordance with the Union Constitution and By-laws.

6.03 At the end of each calendar month and prior to the last day of the following month, the Agency shall remit to the National Secretary-Treasurer of the Union, the total of the deductions made. The cheque shall be accompanied by a list of the names, addresses, classifications and hours worked.

6.04 At the same time the Income Tax (T-4) slips are made available, the Agency shall indicate the amount of union dues paid by each Union member in the previous year.

6.05 The Union agrees to indemnify, and hold harmless the Agency with respect to dues or their equivalent which are deducted from each bargaining unit employee.

ARTICLE 7 – UNION-MANAGEMENT COMMITTEES

7.01 There shall be a Labour-Management Committee composed of three representatives of the Union and three representatives from the Agency. The function of the committee shall be to discuss matters of mutual concern to the parties, but it is agreed and understood that the Committee will not discuss grievances.

The Committee shall meet on an informal basis at a time convenient to the parties. It is understood that the Union Committee members will be paid for the time spent at such meetings during their regularly scheduled working hours.

The Agency shall recognize a Union Negotiating Committee composed of not more than three (3) employees (two (2) Full-time/part-time and one (1) clerical) to deal with the negotiations of this collective agreement, and will be paid for the time spent at such meeting during their regularly scheduled working hours.

The Union shall advise the Agency of the personnel serving on all Committees.

It is agreed to by the parties that any Union Committee may have the assistance of a CUPE representative in attendance at any Union Committee meeting with the Agency, including negotiations.

ARTICLE 8 – UNION BUSINESS

8.01 The Executive Director will grant a leave of absence without pay to Union employees selected or appointed by the Union to attend Union functions. Those employees selected shall not lose seniority for the period that they are absent from work on the leave.

Requests for such leaves shall be submitted at least two (2) weeks in advance of the leave whenever possible. If requests for such leave are not submitted two (2) weeks in advance, the Agency may still grant the leave of absence if the employee involved provides a reason for the lack of notice satisfactory to the Agency.

Multiple leaves at the same facility shall be granted if the leave is for one (1) day or less (to a maximum of three (3) occasions per calendar year).

Multiple leaves at the same facility for more than one (1) day may be considered.

ARTICLE 9 – STEWARDS

9.01 The Agency acknowledges the right of the Union to appoint Stewards and alternate Stewards. The names of the Stewards shall be given to the Agency in writing from CUPE and the Agency shall not recognize any such Steward until it has been so notified.

9.02 A Steward or his/her designate of the Union shall be given an opportunity to interview each new employee within regular working hours without loss of pay for a maximum of twenty (20) minutes, for the purpose of acquainting the new employee with the benefits and duties of membership.

9.03 The Stewards or elected official selected shall constitute the Union Grievance Committee. The Union acknowledges that the Stewards or elected official will not leave their regular duties with the Agency without first arranging for time off with their Supervisor, A Steward or elected official and the grievor will be paid at the regular hourly rate for all time spent away from regularly scheduled work to attend meetings with the Agency in the grievance procedure and to attend discipline meetings.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 The purpose of this Article is to establish a procedure for the settlement of Grievance.

10.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Agency has acted unjustly, improperly, or unreasonably in relation to any acts or statutes.

Step 1

The aggrieved employee must first discuss the complaint or grievance with his/her immediate Supervisor. Such employee may have a Union representative present if he/she so desires. Such a complaint shall be brought to the attention of the immediate Supervisor within five (5) working days after the occurrence which is the basis of the grievance, or within five (5) working days after the employee should reasonably have had knowledge of the said event, but not thereafter. The immediate Supervisor shall give a verbal reply within five (5) working days.

Step 2

If the grievance is not satisfactorily resolved at the complaint stage it shall be reduced to writing stating the particulars of the grievance including the articles violated where applicable and the redress sought. The written grievance must be presented to and discussed with the immediate Supervisor and a copy submitted to the immediate Supervisor within ten (10) working days after the verbal reply given above. The immediate Supervisor shall within ten (10) working days, render his reply to the Union Steward in writing following the date of the Step 2 meeting.

Article 10 – Grievance Procedure (cont'd)

Step 3

Failing settlement of Step 2, the grievance may be submitted within ten (10) working days thereafter, to the Executive Director or his/her designate, who shall call a meeting, which shall be held within ten (10) working days of the written reply from Step 2 unless extended by written agreement of the parties. The decision of the Agency shall be delivered in writing to the Union Steward within ten (10) working days following the date of such meeting.

10.03 The grievor has the right to attend any or all steps of the grievance and arbitration procedures. The grievor may be accompanied by a Shop Steward during Step 1 of the grievance procedure. The grievor shall be accompanied by the Shop Steward during Step 2 of the grievance procedure, and by the Shop Steward and Chief Steward or President during Step 3 of the grievance procedure.

10.04 If the parties are unable to resolve the grievance, the Union or the Agency may refer the matter to Arbitration.

10.05 The time limits fixed in both the grievance and arbitration procedure may be extended by confirmation in writing of the parties to this agreement.

10.06 The Union may have the assistance of a National CUPE representative at any stage of the grievance and arbitration procedure, provided there is not any financial cost to the Agency

Article 10 – Grievance Procedure (cont'd)10.07 Union ; Grievance

A complaint or grievance arising directly between the Agency and the Union concerning the interpretation, application or alleged violation of the Agreement may be submitted in writing by either party within ten (10) working days following the circumstances giving rise to the complaint or grievance. Agency grievances will be submitted to the Executive Director or his/her designate. If such grievance cannot be resolved within ten (10) working days, by discussion between the Agency and the Union, such grievance may be referred to arbitration under Article 11 of this collective agreement.

It is expressly understood, however, for purposes of a Union grievance, the provisions of this Article may not be used with respect to a grievance directly affecting an employee which said employee could himself/herself institute and the regular grievance procedure shall not be thereby bypassed.

ARTICLE 11 – ARBITRATION

11.01 Should any grievance fail to be satisfactorily settled in the foregoing procedure, either party may, within fifteen (15) working days following receipt of the reply at Step 3, notify the other party, in writing, of its desire to submit the grievance to arbitration.

If a grievance is unresolved after Step 3 and prior to applying to arbitration, either party may, with the consent of the other party, apply to the Ministry of Labour to request the assistance of a Grievance Mediator to help resolve the grievance. The results will be non-binding.

If a grievance is unresolved, the Union and the Agency may agree upon a sole arbitrator to hear the matter, and for this purpose will exchange nominations.

Failing agreement between the Union and the Agency within thirty (30) working days, as to a sole arbitrator to be appointed, either party may refer the matter, within four (4) working days thereafter, to a Board of Arbitration composed of three (3) members, and either the Union or the Agency may inform the other in writing of its desire to submit the matter to arbitration by a three- person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice, shall, within thirty (30) working days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within thirty (30) working days of the appointment of the second of them, appoint a third person who shall be Chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

Article 11 – Arbitration (cont'd)

No person may act as an arbitrator who is a member of the Union or the Agency or an employee of either the Union or the Agency or who has been directly involved in attempts to negotiate or settle the grievance.

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Arbitration Board present before it is rendered to the parties involved.

If the grievance is not referred to arbitration within the said fifteen (15) working day period, the grievance will be deemed to have been finally abandoned.

1102 Time Limits

No grievance may be processed to arbitration unless it has been processed through the grievance procedure and within the time limits established by this collective agreement.

Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this agreement.

If a grievance which has been introduced into the grievance procedure is not processed within any of the time limits set down by this agreement, this grievance is abandoned. Failure of the Agency to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided he/she presents the grievance at this next step within ten (10) days after the expiration of the said time limit.

Article 11 – Arbitration (cont'd)

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties in writing.

11.03 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this agreement and may only interpret and apply this agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Executive Director and the Union.

11.04 Compensation of Arbitration Board

The Union and the Agency shall each be responsible for the fees and Expenses of its own nominee and one-half of the fees and expenses of the Chairman or of a single arbitrator.

11.05 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and the Agency.

Article 11 – Arbitration (cont'd)11.06 Agreements During Grievance Procedure

All agreements reached under the grievance procedure between the representatives of the Agency and the Union will be final and binding upon the Agency the Union and the employees.

11.07 Discharge/Suspension Grievance

If an employee who has completed his/her probationary period believes he/she has been discharged/suspended without just cause, he/she may file a written grievance with the Executive Director within ten (10) working days after he/she has been given notice of discharge/suspension. The complaint stage of the Grievance Procedure shall be omitted in that case, but all remaining provisions contained in Article 10 shall be applicable and complied within the processing of a discharge grievance.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 When a new position is created or when a vacancy of a permanent nature or temporary nature known to be five (5) weeks or greater occurs, which shall include the resignation of an incumbent inside the bargaining unit, the Agency shall notify the Union in writing, and post notice of the position on the Union's bulletin board for a minimum of one week, so that all members will know about the vacancy or new position. Positions shall be advertised within one week when feasible. The posting shall indicate the nature of the position, qualifications, required knowledge and education, skills, hours of work and wage or salary range. Copies of all postings shall be sent to the Union's Recording Secretary.

The parties agree that the Agency, for the purpose of posting vacancies of five (5) weeks or greater duration shall have the option of not posting for vacancies created by approved vacations of five (5) weeks or greater duration.

The decision not to post the above noted vacancy shall be for just and proper reasons that will be presented to the Union in writing.

12.02 The Agency and the Union agree that in the case of transfer or promotion within the Department (other than promotions to positions outside the bargaining unit), the following factors shall be considered:

- (a) Qualifications including required knowledge, education, ability and skills;
- (b) Length of continuous service.

12 – Promotions and Staff Changes (cont'd)

12.03 The Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the employees involved are relatively equal, will factor (b) govern. In judging the qualifications in factor (a), the Agency shall not exercise its decision in an arbitrary, capricious or discriminatory manner.

12.04 The successful applicant shall be notified as soon as possible following the end of the posting period. He/she will be given a trial period of ninety (90) days, during which time he/she will receive training for the position. The Agency shall not curtail the trial period without just cause before it has run its full course unless mutually agreed upon. Conditional on satisfactory service, the employee shall be declared permanent in the classification after the period of ninety (90) days following their final performance evaluation and with the recommendation of the Program Supervisor. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the new duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of position shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

12.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the Union's bulletin board.

12.06 Part-time employees' trial period shall be as in 12.04 with the exception of the "ninety (90) days". A part-time employee's trial period shall be 480 hours worked.

Article 12 – Promotions and Staff Changes (cont'd)

12.07 An employee who is promoted to a higher rated Classification shall be placed in a salary level no lower than one level below the level that the employee currently holds. (effective ratification for current employees in jobs where this language applies).

12.08 Transfers Within Classifications

The Agency agrees, prior to posting a vacancy in a classification as required under clause 12.01, that employees currently in that classification wishing to transfer to another facility shall be given an opportunity to do so. The Agency shall apply the requirements of Article 12 when transferring an employee under this clause. The Union agrees that a vacancy created by the transfer of an employee through this clause will not have to be posted permanently until such time that the transferred employee has completed her/his trial period as per clause 12.04.

ARTICLE 13 – PROBATIONARY PERIOD

13.01 A newly hired full-time employee of the Agency shall be on probation only for the first six (6) months of his/her employment. During the probationary period, the employee shall be entitled to all working conditions, wages and fringe benefits as identified in the agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.

13.02 In the discharge of a probationary employee, the Agency shall take into account whether the standards expected were reasonable and whether the employee was notified of them.

13.03 Dismissal of any probationary employee shall not be a grievance item.

13.04 A newly hired part-time employee of the Agency shall be on probation only for the first 1040 hours worked. During the probationary period the employee shall be entitled to all working conditions, wages, and fringe benefits of the Collective Agreement, unless otherwise stipulated.

ARTICLE 14 – SENIORITY

14.01 Seniority shall operate on a Departmental basis. The departments are:

DEPARTMENT 1: employees in bargaining unit positions that include office and clerical.

DEPARTMENT 2: employees in bargaining unit positions that are not included in Department 1.

(a) Seniority for permanent full-time employees is defined as the length of continuous service in the bargaining unit and shall include service with the Agency prior to certification or recognition of the Union.

(b) Seniority for permanent part-time employees, supply employees and any employees other than permanent full-time employees noted in (a) above shall be based on hours worked. Seniority shall be calculated in the following manner:

35 hour/week positions– 1 year equals 1820 hours

40 hour/week positions– 1 year equals 2080 hours.

14.02 The Agency shall maintain two seniority lists (one for Department 1 and one for Department 2) showing the current classifications and the date upon which each full-time employee's service commenced. Permanent Part-time, supply and any employee other than full-time shall have his/her seniority shown as years and hours worked as determined in clause 14.01 (b). When two or more employees commence work on the same day, the greater seniority shall be given to the employee with the earliest date of application for employment. An up-to-date seniority list for full-time employees shall be sent to the Union and posted on the Union's bulletin board in January of each year. Up-to-date part-time seniority lists shall be sent to the Union and posted on the Union's bulletin boards twice per year – January and July.

Article 14 – Seniority (cont'd)

If no written objection to the accuracy of the seniority is received within sixty (60) days of the posting, the seniority list will be deemed to be accurate.

14.03 In the event that an employee covered by this agreement accepts a non-union position, within the Agency, beyond the scope of this Collective Agreement and is later placed in a position within the scope of the Collective Agreement, he/she shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such a capacity provided he/she returns within the scope of the Collective Agreement within one (1) year.

Any extension to the one (1) year period will need the approval of the Union. The Union will act in a fair and reasonable manner when extensions are requested by the Agency. The employee will continue to have Union dues deducted while in the position.

14.04 An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, lay-off or leave approved by the Agency. An employee shall only lose his/her seniority and cease to be an employee in the event:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) resigns in writing;
- (c) he/she fails to be present to carry out assigned duties except for just cause;
- (d) he/she is laid off and fails to return to work within fifteen (15) working days from the mailing date of the Agency's return to work because of illness or accident substantiated by a medical doctor, or the Agency accepts other good reasons for his/her failure to return.

It is also agreed and understood that the laid off employee is solely responsible to keep the Agency informed of his/her current mailing address;

- (e) he/she is laid off for thirty-six (36) months;

Article 14 – Seniority (cont'd)

(f) A Supply Employee who has not accepted any offered hours of work for six (6) months shall be informed in writing of his/her failure to accept such work and if the employee has refused any offered hours of work for nine (9) months, she/he shall be terminated. The Union shall be informed of the six (6) month warning and the termination.

14.05 (a) in the event a full-time employee obtains a part-time position or vice-versa, the employee will transfer his/her seniority to the part-time position or vice versa.

(b) A full-time or part-time employee who obtains an interim replacement position and then returns to his/her previous full-time position or part-time position will continue to accumulate seniority while working in the interim replacement position.

(c) A maximum amount of 2080 hours for 40 hour workers and 1820 hours for 35 hour workers shall be transferred in a one (1) year period.

ARTICLE 15 – LAYOFF

15.01 Definition of Layoff

Layoff shall mean the discontinuation or reduction in hours of a position(s) Due to lack of work or reduction or discontinuation of a service or services. The discontinuation of services may be due to, but not limited to, the elimination of a program or programs or to inadequate funding.

15.02 In the event of a layoff within a Department (as described in 14.01 (c), employees in the Department shall be laid off in the reverse order of their seniority. Employees shall be recalled within their own Department in the order of their seniority providing they are qualified to do the work. No new employees will be hired until those laid off have been given an opportunity of recall.

No employees from one Department shall be used to perform the duties of the employees in the other Department where it will cause the layoff of a regular employee or delay the recall of a laid off employee.

15.03 The Agency shall provide to employees who are to be laid off forty-five (45) calendar days notice of layoff or notice provided through legislation whichever is greater. If an employee has not had the opportunity to work the days provided under this clause, then the Agency shall pay all wages and benefits for which the work was not available.

During the period of notice of layoff, employees shall be granted time off without pay to seek other employment and the Agency will make all reasonable efforts to place the employees in other positions.

Grievances concerning layoffs will be initiated at Step 3 of the grievance procedure.

Article 15 – Layoff (cont'd)

15.04 Employees on layoff who have not lost seniority are entitled to apply for any job vacancies for which they are qualified arising out of a job posting.

15.05 Any employee laid off due to clause 15.01 may displace any employee within his/her Department with less seniority, providing the employee exercising the right is qualified to perform the work. The factors to determine the employees' qualifications shall be as per Article 12.

The displacing of an employee in this clause includes displacing an employee in a higher paid classification.

15.06 An employee on lay off is solely responsible for paying the insurance and disability premiums after a period of lay off or sixty (60) days if the employee wishes the benefits to continue during the lay-off period. The full premium payment must be paid to the Agency by the laid off employee by the 20th of the month preceding the month for which coverage is being extended.

15.07 No part-time employee may bump into a full-time position unless they have more seniority and are qualified to do the work.

15.08 No employee shall be laid off during regular hours to equalize any overtime worked.

ARTICLE 16 –TECHNOLOGICAL CHANGE

16.01 No employee who has successfully completed their probationary period will be laid off or suffer a reduction in salary because of the introduction of new or modified equipment.

ARTICLE 17 – LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

17.01 Procedure

Procedure for obtaining a leave of absence is as follows:

- (a) Employee must complete standard “Request for Leave” form and submit to the immediate Supervisor.
- (b) The form should be submitted at least two (2) weeks prior to the occasion promoting the request, except for requests for leave under 17.02, 17.03, 17.04 and 17.05.
- (c) In the event of an emergency, verbal approval from the employee’s immediate Program Supervisor will suffice, to be followed by a completed “Request for Leave” form in the usual manner.
- (d) The disposition of all requests for leave of absence shall, subject to the express provisions of this clause, be at the discretion of the Executive Director.

17.02 Bereavement

Permanent employees, and supply employees presently in contract positions for a minimum of four **(4)** continuous months, will be allowed a leave of absence without loss of pay, seniority and benefits for deaths as follows:

spouse, child	- 2 calendar weeks
parent, sibling, fiancé, grandchild	- 5 calendar days
grandparent, mother-in-law, father-in-law	- 3 calendar days

Supply employees scheduled to work will be entitled to the same bereavement leave as noted above for the duration of their scheduled work. Unscheduled Supply employees will be granted an unpaid leave.

Article 17 – Leave of Absence and Bereavement Leave (cont'd)

Employees will be allowed leave of one (1) working day, without loss of pay, seniority and benefits for attendance at the funeral of an uncle, aunt, brother-in-law, sister-in-law, nephew, niece, or if asked to serve as a pallbearer.

On the request of the employee, the Executive Director, may, because of extenuating circumstances including reasonable travel time, grant additional leave over the maximum allowed in the above mentioned paragraphs. If any day where leave is required is a day normally required to be worked by the employee, he/she shall be paid for such days.

17.03 Compassionate Leave

Permanent employees, and supply employees presently in contract positions for a minimum of four (4) continuous months, will be allowed leave of three (3) working days on any one occasion without loss of pay, seniority and benefits in the event of serious illness of father, mother, spouse, fiancé, son or daughter, brother, sister, mother-in-law, father-in-law, grandmother, grandfather or grandchildren.

On the request of the employee, the Executive Director, may, because of extenuating circumstances, including reasonable travel time, grant additional leave with pay.

Article 17 – Leave of Absence and Bereavement Leave (cont'd)

17.04 Leave for Jury Duty or Witness

If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law in any legal proceedings in which the employee is neither the plaintiff or the defendant, he/she may do so without loss of pay, seniority and benefits because of necessary absence from work due to such attendance provided that he/she:

- (a) informs his/her Program Supervisor immediately upon notification that he/she will be required to attend court;
- (b) presents proof of service requiring attendance;
- (c) resumes performance of his/her regular duties during any reasonable period when he/she is not required to be in attendance.
- (d) Promptly repays William W. Creighton Youth Services the amount (other than expenses) paid to him/her for such service as a juror or attendance as a witness.

17.05 Leave for Personal Reasons

Leave for personal reasons (exclusive of the reasons set out in (17.02) through (17.04) will be granted up to a maximum of two (2) days per year. Such leave shall be charged against sick leave or cumulative sick leave but shall not be used against the employee in the implementation of the attendance management program.

Article 17 – Leave of Absence and Bereavement Leave (cont'd)17.06 Educational Leave

A leave of absence for a period not to exceed one year without pay and without loss of seniority may be granted to an employee in order to attend a recognized college, university, trade or technical school full-time provided the course of instruction is related to the employee's employment opportunities with the Agency. Before receiving the leave or an extension thereof, the employee shall submit to the Agency satisfactory evidence that the college, university or school has accepted him/her as a student, and on the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one year each. An employee who withdraws from the approved course shall notify the Agency as soon as possible.

17.07 General Leave

An employee shall be entitled to leave of absence without pay to a maximum of two (2) years when she/he requests such leave for good sufficient cause.

A request for General Leave of Absence for a period of five (5) weeks or less shall be provided in writing no less than two (2) weeks prior to the requested time.

A request for General Leave of Absence for a period greater than five (5) weeks shall be provided in writing no less than thirty (30) calendar days prior to the requested time, unless the leave is for extenuating circumstances.

The Agency shall act in a fair and reasonable manner when approving requests and shall not withhold requests without just cause.

An employee on General Leave shall maintain the seniority she/he held at the time of the leave but shall not accrue seniority while on leave.

Article 17 – Leave of Absence and Bereavement Leave (cont'd)

A request for leave of absence to obtain employment in a different area within the Agency will be deemed to be of sufficient cause. A request for a leave to obtain employment outside the Agency will not be deemed to be of sufficient cause.

Benefits shall be maintained for employees on leave for thirty (3) calendar days or less. Employees on leave in excess of thirty (30) calendar days shall not accumulate vacation, holiday time or sick time and the employee shall be required to pay, in advance, the full premium cost of any of the current group benefits she/he wishes to continue during the leave.

17.08 Parental Leaves

An employee who has been employed with the Agency for more than 13 weeks is entitled to a one (1) year unpaid leave of absence. (17 weeks pregnancy and/or 18 weeks parental).

The employee is required to give the Agency two (2) weeks written notice prior to the commencement of such leave and four (4) weeks written notice prior to the return from such leave.

An employee on this leave shall accrue seniority.

The Agency shall continue to pay for the benefits and the Agency's portion of the RRSP contribution as per the collective agreement, unless the employee advises the Agency, in writing, that he/she does not wish to continue the employee contributions (if any) to these plans.

An employee on this leave cannot be terminated, laid off, disciplined or suspended.

Article 17 – Leave of Absence and Bereavement Leave (cont'd)

Upon return from this leave, the employee will be reinstated in the same position, if it still exists, or a comparable position if it does not exist. The employee must be paid at a rate of pay when the leave commenced or, if higher, at the rate the employee would be earning if he/she worked through the leave.

A male employee shall be granted a maximum of five (5) working days without **loss** of salary or service credits upon the birth or adoption of his child. A female employee shall be granted a maximum of five (5) working days without loss of salary or service credits upon the adoption of her child.

17.09 Leave for Professional Association meetings

An employee may be granted up to the lesser of two meetings or two days Leave without loss of pay or sick leave or cumulative sick leave credits for the purpose of participating on a committee of a professional association having some connection with the employee's line of work with William W. Creighton Youth Services. Additional leave without pay may be granted at the discretion of the Executive Director.

17.10 General

Any benefits not in force during a leave will be reinstated in full upon the employee's return to work. A statement outlining the employee's position relative to the duration of the leave, to benefits, vacation, holidays, sick days, etc., will be issued to the employee by the Payroll Clerk(s) prior to the commencement of the leave. Holidays, vacation and compensatory time accumulated to the exit days will be used as part of the leave.

Article 17 – Leave of Absence and Bereavement Leave (cont'd)

17.11 Leave of Absence for Full-time Union Duties

An employee who is elected or selected for a full-time position with the Union, or any Union body with which the Union is affiliated may be granted leave of absence and will continue to accrue seniority for a period of one year. Such leave may be renewed each year, on request during his/her term of office for up to a maximum of two (2) years.

ARTICLE 18 – HOLIDAYS18.01 Recognized Paid Holidays

The following paid holidays shall be observed for all employees:

Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	New Year's Day
One (1) Float Day	

18.02 When a Statutory Holiday falls on a Saturday or Sunday the employee will receive Friday or the following Monday off.

NOTE: For purposes of clarity it is understood that "18.02" above applies only to those employees whose regular hours of work are Monday to Friday inclusive.

18.03 An employee who is required to work on the above paid holidays shall be paid at the rate of time and one half (1%) their regular rate of pay plus another shift off with pay, at a time mutually agreed to by the employee and their Supervisor. The parties agree that if an employee works twelve (12) hours on a paid holiday, the above mentioned "shift off with pay" will be a twelve (12) hour shift.

The parties further agree that when an employee works a shift in which a portion of the shift falls on a paid holiday the above mentioned "shift off with pay" will be eight (8) hours.

Article 18 – Holidays (cont'd)

18.04 When any of the above holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed to by the employee and their supervisor.

18.05 Time accumulated under Article 18.03 and 18.04 shall be used within two (2) months. The Executive Director, or designate may, in extenuating circumstances, extend the time limit for use of accrued time.

ARTICLE 19 – VACATION

- 19.01 (a) Permanent employees shall accumulate vacation as follows:
- (i) Newly hired full-time employees shall receive vacation with pay during employment in the initial year with the Agency, as follows:
- 13.333 hours for each completed month of active service with the Agency, for employees scheduled for forty (40) hours per week; or
 - 11.667 hours for each completed month of active service with the Agency, for employees scheduled for thirty-five (35) hours per week.
- (ii) Effective April 1st of each year, full time employees shall receive an annual vacation with pay in accordance with years of continuous service as follows:

Less than five (5) years	160 hours (or 140 hours for a 35 hour week)
Five (5) years but less than ten (10) years	200 hours (or 175 hours for a 35 hour week)
Ten (10) years or more	240 hours (or 210 hours for a 35 hour week)

If an employee leaves prior to the completion of a fiscal year, the vacation allotment for the year will be pro-rated accordingly.

- (iii) An employee cannot use unearned vacation.
- Unused vacation hours may be allowed to be carried over from year to year to a maximum of twenty (20) days. Requests for deferred vacation beyond the allowable carry-over shall be subject to approval of the Executive Director.
- Employee with an accumulation of more than twenty (20) days at the time of ratification of this agreement (April 1, 2002 – March 31, 2004)

Article 19 – Vacation (cont'd)

will be given until March 31, 2006 to use any days in excess of the above noted twenty (20) days.

- (iv) Permanent employees who are regularly scheduled for less than the normal hours of work for their job category will accumulate vacation leave on a pro-rated basis.
- (v) Employees on Pregnancy or Parental Leave, or on Workplace Safety and Insurance Board, shall be considered to be in active service for the calculation of vacation.
- (vi) Employees who are off work on vacation, sick leave, or other paid time off, shall be considered to be in active service for the calculation of vacation.
- (vii) Employees who are laid off for more than two months will accumulate vacation leave on a pro-rated basis, with time on layoff not considered to be active service for the calculation of vacation. Employees laid off for less than two (2) months shall accrue vacation as per the collective agreement.

Article 19 – Vacations (cont'd)

(c) Where an employee qualifies for sick leave with a Physician's certificate, bereavement or other approved leave of absence during his/her period of vacation, there will be no deduction from vacation credits for such absences. By mutual agreement the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

19.02 Supply Employee

Supply staff, will receive six (6%) per cent of their annual pay earned as vacation pay in lieu of vacation time off and will be paid on a bi-weekly basis.

A Supply Employee who is temporarily employed in a contract position of more than three (3) months duration may, upon written request to the Executive Director, opt to defer six (6%) percent bi-weekly vacation pay in favour of receiving pay during his/her vacation period.

19.03 All vacation leave will be scheduled by the Supervisor and approved by the Executive Director, in accordance with this agreement. Vacation will be taken only after it has been earned.

19.04 A record of earned and used vacation time, shall be maintained.

19.05 Vacation credits at the time of termination will be paid or taken as vacation days off prior to the effective date of termination, at the discretion of the Executive Director.

Article 19 – Vacations (cont'd)

19.06 The Supervisor will endeavour to accommodate the employees with respect to vacation dates subject to the consideration of program needs. Vacation requests shall not be unreasonably denied.

Applications for vacations during the fiscal year of the Agency shall be submitted, in writing, to the Supervisor, by April 1st of each year.

The employee shall specify which are their priority weeks of vacation. If there is a conflict in vacation requests in a program area, the seniority shall be the deciding factor. The Supervisor will post the finalized vacation list by April 15th.

All other vacation requests after April 15th shall be submitted in writing at least two (2) weeks in advance of the time requested, and the Supervisor shall reply to the request within one (1) week.

Once an employee has been granted a requested vacation period, he/she may not then exercise his/her years of seniority rights to change that vacation period.

19.07 If a Statutory holiday occurs during an employee's vacation period, the employee has the choice of using that day as part of his/her vacation and therefore, saving a vacation day for a later date, and that date being mutually agreeable to the Agency and the employee.

19.08 Every effort will be made by the Agency to accommodate each employee at least two (2) weeks vacation over the summer period at a time which is mutually agreeable to the Agency and the employee.

ARTICLE 20 – SICK LEAVE

20.01 Sick leave means a period of time when a permanent employee is permitted to be absent from work with full pay due to illness or accident rendering him/her unable to perform the regular duties as an employee and not compensable under the Workers' Compensation Act.

Sick leave time will be accumulated at a rate of eighteen (18) eight (8) hour days per year.

20.02 After three (3) consecutive days absence due to illness, a physician's certificate may **be** requested by the Supervisor stating that the employee is, or has, been unable to carry out his/her duties due to medical reasons. Any cost charged by the physician for the certificate will be paid by the Agency.

20.03 For purposes of calculation of sick leave time, a full monthly credit will be given for a full month worked.

20.04 A part-time employee will be credited with sick time, equivalent to a full-time employee, on a pro rated basis.

20.05 An employee will not be entitled to sick leave during a period of lay-off, leave of absence.

20.06 An employee going on Long Term Disability (LTD) will be protected for their position for two (2) years from the date their LTD commences.

20.07 The terms and conditions for Long Term Disability will be as defined in the Agency Policy with Mutual Group.

Article 20 – Sick Leave (cont'd)

20.08 Deductions from Sick Leave

A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent on sick leave or personal leave as per clause 17.05.

ARTICLE 21 – HOURS OF WORK, OVERTIME AND WORKING CONDITIONS21.01 Social Worker(a) Regular Work Day

The regular daily hours of work will be seven (7) hours per day. Normal office hours will be between the hours of 8:30 a.m. to 5:00 p.m.

(b) Regular Work Week

The regular work week will be thirty-five (35) hours per week. The normal office hours will be Monday to Friday.

(c) Flex Time

The Agency and the Union agree that there are no fixed schedules for Social Workers and both parties recognize that flex time is required in the weekly work schedule. Call back provisions shown in Clause 21.12 will not apply for Social Workers who are working flex hours.

The time off in lieu of flex time hours worked will be at the employees' discretion.

(d) Lunch Break

A one (1) hour unpaid lunch break will be taken at the employee's discretion.

(e) Overtime

(i) All approved time worked in excess of the agreed to regular work week will be considered overtime and will be taken as time off in lieu of payment at the rate of one and one-half (1½) times for all overtime worked.

(ii) Notwithstanding (i) above, Social Workers that work on any Statutory Holiday shown in Clause 18.02 will be paid as per Clause 18.03.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)(iii) On Call Service— Social Workers

Social Workers who provide On-Call Services will be awarded the following:

One (1) day off work in lieu of carrying the cellular phone/pager for every one (1) calendar week of being “On-Call”.

One (1) compensatory day off work pay when a full day of “On-Call” duty occurs on a Statutory Holiday.

Accrual of overtime for any emergency services performed while carrying the cellular phone/pager at the rate of time and one half to be taken as lieu time.

21.02 Residential “A” Worker(a) Regular Hours of Work

The regular daily hours of work will be either twelve (12) hours or eight (8) hours per day and which total one hundred and sixty (160) hours in a four (4) week period.

No Residential “A” Worker will normally be required to work more than eight (8) days in a two (2) week period or more than three (3) days consecutively unless mutually agreed to by the Union and the Agency.

(b) Work Schedules

Work schedules shall be posted thirty (30) days in advance and will provide for four hundred and eighty (480) hours of work in a twelve (12) week period.

Employees required to work scheduled overtime, in order to facilitate the work schedules, will receive two (2) consecutive twelve (12) hour shifts off with pay in each twelve (12) week period. These shifts will be scheduled at a time agreed to between the employee and her/his Supervisor.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

Shifts shall be so scheduled as to provide employees a minimum of every other weekend off.

(c) Lunch Breaks

Residential " A workers will be entitled to a paid working lunch period that will be taken in conjunction with the observed lunch period taken by the residents.

(d) Overtime

(i) **All** approved time worked in excess of the agreed to regular work day or regular work week will be considered overtime and will be paid for at the rate of time and one half (1½) the regular rate of pay.

(ii) Payment of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to 160 hours at any one time which may be taken off at a time mutually agreed upon by the employee and his/her supervisor.

(iii) Distribution of Overtime

Should overtime work be required it shall be shared as equitably as possible among those employees who are usually engaged in the work.

(iv) Notwithstanding (i) above, if an employee is required to remain on shift until his/her replacement has arrived they shall be paid one and one half (1½) times their regular rate of pay for time worked and if they are required to remain one and a half (1½) hours or longer, they will be given equal time off which may be accumulated.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

Time off will be taken within a two (2) month period at a time mutually agreeable to the employee and the Program Supervisor.

21.03 Residential Worker “B” (Kelso Centre)

(a) Regular Hours of Work

The regular daily hours of work will be twelve (12) hours per day.

Residential “B” Workers will not be required to work more than sixteen (16) days or one hundred and ninety-two (192) hours in a four (4) week period nor more than eight (8) days in a two (2) week period nor more than four (4) days consecutively unless mutually agreed to by the Union and the Agency.

(b) Work Schedules

Work schedules shall be posted thirty (30) days in advance and will provide for four hundred and eighty (480) hours of work in a twelve (12) week period.

Employees required to work scheduled overtime, in order to facilitate the work schedules, will receive two (2) consecutive twelve (12) hour shifts off with pay in each twelve (12) week period. These shifts will be scheduled at a time agreed to between the employee and her/his Supervisor.

(c) Lunch Breaks

Residential “B” Workers will be entitled to a paid working lunch period that will be taken in conjunction with the observed lunch period taken by the residents.

(d) Float Position – Kelso Centre

This position will work forty (40) hours per week in a four (4) day period with weekends off. Statutory Holidays will be treated as the same as for all residential staff

Article 21 – Hours of Work, Overtime and Working Conditions(cont'd)(e) Overtime

(i) All approved time worked in excess of the agreed to regular work day or regular work week will be considered overtime and will be paid for at the rate of time and one half (1½) the regular rate of pay.

(ii) Payment of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to 160 hours at any one time which may be taken off at a time mutually agreed upon by the employee and his/her supervisor.

(iii) Distribution of Overtime

Should overtime work be required it shall be shared as equally as possible among those employees who are usually engaged in the work.

(iv) Notwithstanding(i) above if an employee is required to remain on shift until his/her replacement has arrived they shall be paid one and one half (1½) times their regular rate of pay for time worked and if they are required to remain one and one half (1½) hours or longer, they will be given equal time off which may be accumulated. Time off will be taken within a two (2) month period at a time mutually agreeable to the employee and the Program Supervisor.

21.04 Cook(a) Regular Work Day(i) Kelso Centre

The regular daily hours of work will be eight (8) hours per day, Monday to Friday, between the hours of 9:45 a.m. and 6:15 p.m. with a one half (1/2)

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

hour unpaid lunch period and a regular part-time shift of four (4) hours between the hours of 7:00 a.m. and 11:00 a.m. Monday to Friday.

The regular daily hours of work for the weekend work will be ten (10) hours per day Saturday and Sunday between the hours of 8:15 a.m. and 6:15 p.m. with a one half (1/2) hour unpaid lunch period.

(ii) McKitrick Centre, McGuire Centre

The regular daily hours of work will be eight (8) hours Monday to Friday between the hours of 10:00 a.m. and 6:00 p.m. with a one half (1/2) hour unpaid lunch break.

(b) Regular Work Week

The regular work week will be forty (40) hours Monday to Friday.

(c) Overtime

(i) All approved time worked in excess of eight (8) hours or ten (10) hours per day or in excess of forty (40) hours per week will be considered overtime and will be paid for at the rate of time and one half (1½) the regular rate of pay.

(ii) Payment of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to 160 hours at any one time which may be taken off at a time mutually agreed upon by the employee and his/her supervisor.

(iii) Distribution of Overtime

Should overtime work be required it shall be shared as equitably as possible among those employees who are usually engaged in the work.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

21.05 Clerical/Office

(a) Regular Work Day

The regular daily hours of work will be seven (7) hours per day between the hours of 8:00 a.m. and 5:00 p.m.

(b) Regular Work Week

The regular work week will be thirty-five (35) hours from Monday to Friday.

(c) Lunch Break

A one (1) hour unpaid lunch will be provided at a time mutually agreed upon between the employee and her/his Supervisor.

(d) Overtime

(i) **All** approved time worked in excess of the scheduled hours of work will be considered overtime and will be paid for at the rate of time and one-half (1½) the regular rate of pay.

(ii) Payment of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to 160 hours at any one time which may be taken off at a time mutually agreed upon by the employee and his/her supervisor.

(iii) Distribution of Overtime

Should overtime work be required it shall be shared as equitably as possible among those employees who are usually engaged in the work.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

21.06 Receptionist

(a) Regular Work Day

The regular daily hours of work will be discussed and agreed to by the Union and the Employer. Any changes to the existing hours of work will be discussed and agreed to by both parties prior to implementation.

(b) Regular Work Week

The regular work week will be from Monday to Sunday and total hours will equal seventy (70) hours over a two (2) week period.

(c) Lunch Break

A one (1) hour unpaid lunch break will be provided at a time mutually agreed upon between the employee and her/his supervisor.

(d) The Agency and the Union agree that Receptionists will not be required to work on Statutory Holidays and will receive compensation as provided for in Article 18.

(e) Overtime

(i) All approved time worked in excess of the scheduled hours of work will be considered overtime and will be paid for at the rate of time and one half (1½) the regular rate of pay.

(ii) Payment of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to 160 hours at any one time which may be taken off at a time mutually agreed upon by the employee and his/her supervisor.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)(iii) Distribution of Overtime

Should overtime work be required it shall be shared as equitably as possible among those employees who are usually engaged in the work.

21.07 Janitor(a) Regular Work Day

The regular daily hours of work will be eight (8) hours per day.

(b) Regular Work Week

The regular work week will be forty (40) hours from Monday to Friday.

(c) Lunch Break

A one-half (1/2) hour unpaid lunch will be provided at a time mutually agreed upon between the employee and her/his Supervisor.

(d) OvertimePayment of Overtime

Instead of cash payment for approved overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to 160 hours at any one time, which may be taken off at a time mutually agreed upon by the employee and his/her supervisor.

Distribution of Overtime

Should overtime work be required it shall be shared as equitably as possible among those employees who are usually engaged in the work.

21.08 Maintenance Person(a) Regular Work Day

The regular daily hours of work will be eight (8) hours per day between the hours of 8:00 a.m. and 4:30 p.m.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

(b) Regular Work Week

The regular work week will be forty (40) hours from Monday to Friday.

(c) Lunch Break

A one-half (1/2) hour unpaid lunch break will be taken at the employee's discretion.

(d) Overtime

- (i) All approved time worked in excess of the scheduled hours will be deemed to be overtime and will be paid for at the rate of time and one half (1½) the regular rate of pay.

(ii) Payment of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may accumulate up to 160 hours at any one time which may be taken off at a time mutually agreed upon by the employee and his/her supervisor.

(iii) Distribution of Overtime

Should overtime work be required it shall be shared as equitably as possible among those employees who are usually engaged in the work.

21.09 Changes to Hours of Work

The Agency agrees that any changes to the accepted hours of work in Clauses 21.01 through 21.08 inclusive shall be the subject of discussion between the parties. The parties agree that changes to the hours of work shall not be made or denied in an unreasonable manner.

21.10 Residential Escort

If a permanent employee is required by the Supervisor/designate to perform the duties of escort, they will be paid their regular classification rate of pay for all hours worked as an escort. Permanent part-time will accrue seniority as per clause 2.02 (d).

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

If a permanent employee is offered work by a Supervisor/designate to perform the duties of escort, they will be paid the rate, as listed in the salary schedule for Residential Escort.

21.11 Shifts

(a) No Split Shifts

Employees will not be required to work split shifts.

(b) Shift Exchanges

Employees may exchange shifts with other employees who are capable of performing the job duties provided the Supervisor is notified twenty-four (24) hours in advance of such change. If the Supervisor does not agree with the shift changes, a justifiable reason will be given to the employee.

(c) Shift days will be scheduled to provide a minimum of two (2) consecutive days Off.

21.12 Call Back

An employee who leaves their place of work and is subsequently called to work by the Agency shall be paid a minimum of three (3) hours **pay** at their overtime rate. This shall include call back to meetings.

Payment for voluntarily attending committee meetings up to three (3) hours duration **will** be paid at straight time rates or booked off shift as time for time, and will not be paid at the overtime rate. Meetings that are longer than three (3) hours in duration will be paid out at a time and one half (1½) for all hours spent at the meeting beyond three (3) hours.

21.13 Supply Staff Call-In

Supply staff shall be called in for a minimum of three (3) hours, except for call-in to complete probationary review.

Article 21 – Hours of Work, Overtime and Working Conditions (cont'd)

21.14 Camping Trips

Employees who participate in camping trips will be paid their collective agreement classification straight time rate of pay of sixteen (16) hours per day for each day spent participating in camping trips.

21.15 Overtime for Permanent Part-Time Employees

Approved overtime rates (i.e. –time and one-half (1½)) for permanent part-time employees shall only apply when they work in excess of the normal hours for their particular work location and classification.

21.16 Staffing

There will always be one female and one male on duty at each of the facilities. Male or female staff will not be left on their own in the facility with residents of the opposite sex unless in their professional judgement they feel comfortable with the situation.

21.17 Staff Call In

The Agency shall endeavor to maintain equal distribution of staff call-in opportunities for openings created on short notice, such as sick leave.

The Agency will follow seniority when calling in staff, within classifications for holiday replacement shifts and for replacement of shift openings known twenty (20) working days or more in advance, as long as these openings do not require posting under clause 12.01.

Part-time employees shall be called in prior to Supply Staff for any available call-in shifts.

ARTICLE 22 – EMPLOYEE BENEFITS22.01 Hospital and Medical Insurance

The Agency shall pay the full cost of the billed premiums for all permanent Employees for the following plans:

- (a) Clarica Extended Health Care Plan 88G, including prescription drugs, with no deductible.
- (b) The Agency will pay premiums to provide Vision Plan for permanent employees and family, allowing for claims up to a total cost of \$200.00 each two (2) calendar years.
- (c) The Agency will pay 100% of the cost, above the cost paid by Health benefits available towards Chiropractor or physiotherapy or massage service for employee and family members to a maximum of \$150.00 per year.
- (d) The Agency will pay 100% of cost of billed premiums of Employee Assistance Plan, up to a cost of \$10.00 per permanent employee per month.

22.02 Dental Insurance

The permanent employee and the Agency will split equally the cost of the billed premium of Carica Preventative Dental Plan including Restorative and Orthodontic Services on a sixty percent (60%) Employer paid, forty percent (40%) employee paid basis.

Article 22 – Employee Benefits (cont'd)

22.03 Group Life Insurance

The Employer shall pay the full cost of the billed premiums for all permanent Employees for a Group Life Insurance Plan which provides coverage at double the employee's base annual salary and plus accidental death, dismemberment and loss of use benefit to an amount equal to the employee's amount of life insurance.

An employee's amount of life insurance or A.D. and D. Insurance shall reduce by 50% at age 65 and shall terminate automatically at age 70.

The Group Life Insurance shall provide coverage for the employee's spouse of \$10,000.00 and an amount of \$5,000 for an employee's child who is over 14 days of age.

22.04 Long Term Disability

The employee shall pay the full cost of the billed premium for all permanent Employees for a Long Term Disability Plan to provide the employee with a monthly benefit in an amount equal to 66.67% of an employee's monthly earnings to a maximum benefit of \$4,000.00 per month. The elimination period is one hundred and twenty (120) days.

22.05 Vehicle Business Insurance

Employees who are required to use their own automobile for Agency business will be compensated for liability insurance as follows:

The Agency shall pay the difference between the rate for liability insurance on the employee's automobile if used for pleasure only, and the rate required to insure such automobile if used as well for the purpose of the Agency, up to a maximum difference of (\$250.00) two hundred and fifty dollars.

Article 22 – Employee Benefits (cont'd)

22.06 Early Retirement

An employee with ten (10) years or more of continuous service with the Agency who takes early retirement shall have the option of receiving benefits available to permanent employees until the retired employee reaches age 65, with premiums paid by the retired employee in the month prior to benefit coverage.

22.07 Group Registered Retirement Saving Plan For Permanent Employees

It is agreed by both parties that the pension plan initiated as of August 1, 1989 will continue with the Agency contributing 5% and the employee contributing 5% towards the pension plan. (calculated on base, gross pay exclusive of overtime).

22.08 Supply Employee

A supply employee in a longer-term contract (3 months, or more duration) may, upon written request to the Executive Director, opt to participate in the group extended health and dental coverage, with the employee paying the full cost of the premiums.

At the completion of the contract the supply employee, who wishes to continue participation, must have sufficient hours of work at the Agency to make the necessary payroll deductions. An employee would be disqualified after any eight (8) week period during which they averaged less than twenty (20) hours of work per week.

ARTICLE 23 – LIABILITY PROTECTION

23.01 Leave For Court Appearances or Incarceration

In the event that an employee is accused of an offence arising out of the attempted Performance or performance of his/her duties, which requires a Court appearance, he/she shall be entitled to a leave of absence without loss of seniority, benefits and pay.

In the event that the accused employee is jailed awaiting the Court appearance noted above, he/she shall be entitled to an automatic leave of absence without loss of seniority and benefits, but without pay. In the event that the accused employee is found not guilty, he/she shall be entitled to all lost wages.

23.02 Where a civil or other proceeding is brought against the employee because of any acts or omissions done or alleged to have been done in the attempted performance or performance of his/her duties and responsibilities, the Agency shall assume the defence for such proceeding and shall pay any and all compensatory damages, interest, or costs awarded against the employee in such civil or other proceeding. The employee agrees to notify forthwith the defence of any proceeding pursuant to this clause, the Agency agrees to keep the employee informed of the progress of the proceedings. The employee agrees to co-operate fully in the defence of such civil or other proceeding and to not take knowingly any action to prejudice the position of the Agency.

Article 23 – Liability Protection (cont'd)

For greater certainty, the employee shall be indemnified for damages, interest, or costs arising from any act or omission, or alleged act or omission, and any civil or other proceeding resulting therefrom, which has resulted directly or indirectly from the attempted performance or performance of his/her duties, but such indemnity shall not extend to:

- (a) Any proceedings where such proceedings result in an award of punitive or exemplary damages or for conduct, acts, or omissions which constitute a gross dereliction of his/her duties or deliberate abuse of his/her authority;

For the purpose of this clause, "legal and court costs" means the amount of fees and disbursements charged by a solicitor whose practice is located in the City of Thunder Bay, and who is retained by the employee upon approval by the Agency. In the event that the Agency believes the account submitted is excessive, the account shall be assessed by an Assessment Officer of the Ontario Court (General Division), on a solicitor and client basis.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

The Agency shall pay salaries and wages in accordance with Schedule “A” attached hereto and forming part of this agreement. Payment will be made by direct deposit to a financial institution, as instructed by the employee.

The parties agree that the increments contained in Schedule “A” of this collective agreement will be implemented, and that employees will be eligible for advancement to a higher increment on their anniversary date.

Retro-active payment of money owed will be made as soon as possible after ratification.

24.02 A Supply employee in a Residential Worker “A” or “B” positions who does not possess Preferred or Alternate Qualifications will be paid at the Underfill rate. They will receive the increment on the Underfill schedule after 750 hours worked.

24.03 A part-time employee will receive their scheduled increment on the basis that in a 35 hour week position, 1820 hours equals 1 year of seniority and in a 40 hour week position, 2080 hours equals 1 year of seniority.

24.04 Mileage

Where employees, at the discretion of the Agency, drive their own vehicles for Agency’s business or from job to job, they will be paid in accordance with the William W. Creighton Youth Services mileage policy.

The rates commencing April 1, 2000 shall be:

35¢ cents per km. for the first 5,000 km claimed
 31¢ cents per km, from 5,001 to 10,700 km
 27¢ cents per km, from 10,701 to 24,000 km
 23¢ cents per km, over 24,000 km

Article 24 – Payment of Wages and Allowances (cont'd)24.05 Pay on Temporary Transfer

Employees temporarily transferred to a lower rated classification shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher rated classification shall receive the wage rates of the higher classification.

ARTICLE 25 –JOB SECURITY25.01 Restrictions on Contracting Out

Whenever it becomes necessary for the Agency to contract out work regularly performed by the employees covered by this agreement, such contracting out shall not result in the layoff of the employees covered by the agreement who are regularly engaged in such work providing the employees are qualified to perform the work, and have the present skill and ability to perform the work, after a reasonable period of orientation.

ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION26.01 Job Description

The Agency agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. If such objection cannot be resolved the issue may be subject to grievance and arbitration.

26.02 Changes in Classification

The Agency shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Agency and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 27 – SAFETY

27.01 The Agency will pay costs for protective clothing and footwear as follows:

- Cook – Uniforms, where required by the Agency, up to a maximum of \$200.00 per year.
- Non-slip shoes, up to a maximum of \$200.00 per year.
- Janitor and Maintenance Person – Coveralls and other protective clothing, up to a maximum of \$200.00 per year.
- Protective footwear, up to a maximum of \$150.00 per year.

ARTICLE 28 – TERM OF AGREEMENT28.01 Duration

This agreement shall be binding and remain in effect from April 1, 2002 to March 31, 2004 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the last day of March in any year that it desires its termination or amendment.

28.02 Mutually Agreed Changes to the Collective Agreement

This agreement may be amended by mutual consent of the parties during the lifetime of this agreement.

Any amendments thereto shall form part of the collective agreement and shall be subject to the grievance and arbitration procedure.

SIGNED IN THUNDER BAY, ONTARIO this 2 day of Dec, 2003.

Signed on behalf of the
William W. Creighton Youth
Services

Robert Thompson

[Signature]

[Signature]

Signed on behalf of the
Canadian Union of Public
Employees and its Local 3367

T. Cahill

Aue Sgro

[Signature]

Between:

WILLIAM W. CREIGHTON YOUTH SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3367

Re: Ministry Funding/Wage Rate Re-opener

The Employer agrees that subject to increased funding being provided by the Ministry during the term of the Collective Agreement, negotiations will be re-opened with the Union to bargain only Schedule A (Wage Rates) increases. No other portion of the Collective Agreement will be open for negotiations under the terms of this Letter of Understanding.

SIGNED IN THUNDER BAY, ONTARIO this 2 day of Dec, 2003.

Signed on behalf of the
William W. Creighton Youth
Services

Signed on behalf of the
Canadian Union of Public
Employees and its Local 3367

Robert Thompson

[Signature]

[Signature]

T. Collett

[Signature]

[Signature]

RESIDENTIALWORKER " A Underfill (supply) Start \$16.27 After 750 hours \$16.81 After 2080 hours \$17.32 Continue with " A scale, 2080 hrs/yr	I \$17.32	II \$17.68	III \$18.28	IV \$18.92	V \$19.57	VI \$20.25
RESIDENTIAL WORKER "B"	\$18.50	\$19.16	\$19.83	\$20.53	\$21.27	\$22.02
			\$23.40	\$24.29	\$25.19	\$26.15
COOK	\$17.11	\$17.67	\$18.18	\$18.53	\$19.14	
MAINTENANCE/DRIVER	\$15.09	\$15.65	\$16.17	\$16.52	\$17.12	
MAINTENANCE	\$15.61	\$16.18	\$16.77	\$17.37	\$18.01	\$18.67
JANITOR	\$13.30	\$14.12	\$14.99	\$15.90		
RESIDENTIAL ESCORT (eff. Feb. 3/03) In town: \$15.54/hour Out of town: \$155.40 per trip						
TYPIST/RECEPTIONIST	\$14.74	\$15.56	\$16.42	\$17.34		
SECRETARY	\$15.86	\$16.84	\$17.89	\$18.67		
FINANCE CLERK	\$16.85	\$17.87	\$18.94	\$19.73		

William W. Creighton Youth Services
Salary Schedule
Effective April 1, 2002 to March 31, 2003 (YEAR 1)
ANNUAL RATES

RESIDENTIALWORKER " A Underfill (supply) Start \$33,972 After 750 hours \$35,099 After 2080 hours \$36,164 Continue with "A" scale, 2080 hrs/yr	I \$36,164	II \$36,916	III \$38,169	IV \$39,505	V \$40,862	VI \$42,282
RESIDENTIAL WORKER "B" Underfill (supply) Start \$36,060 After 750 hours \$37,313 After 2080 hours \$38,628 Continue with "B" scale, 2080 hrs/yr	\$38,628	\$40,006	\$41,405	\$42,867	\$44,412	\$45,978
SOCIAL WORKER, CASEWORKER'	\$39,719	\$41,199	\$42,752	\$44,378	\$46,022	\$47,776
COOK	\$35,726	\$36,895	\$37,960	\$38,691	\$39,964	
MAINTENANCE/DRIVER	\$31,508	\$32,677	\$33,763	\$34,494	\$35,747	
MAINTENANCE	\$32,594	\$33,784	\$35,016	\$36,269	\$37,605	\$38,983
JANITOR	\$27,770	\$29,483	\$31,299	\$33,199		
RESIDENTIAL ESCORT In town: \$15.54/hour Out of town: \$155.40 per trip						
TYPIST/RECEPTIONIST	\$26,930	\$28,428	\$29,999	\$31,680		
SECRETARY	\$28,976	\$30,767	\$32,685	\$34,110		
FINANCE CLERK	\$30,785	\$32,648	\$34,603	\$36,047		

William W. Creighton Youth Services
 Salary Schedule
 Effective April 1, 2003 to March 31, 2004 (YEAR 2)
 HOURLY RATES

	I	II	III	IV	V	VI
RESIDENTIAL WORKER "A" Underfill (supply)	\$17.74	\$18.10	\$18.71	\$19.36	\$20.02	\$20.70
Start	\$16.68					
After 750 hours	\$17.23					
After 2080 hours	\$17.74					
Continue with "A" scale, 2080 hrs/yr						
RESIDENTIAL WORKER "B" Underfill (supply)	\$18.69	\$19.35	\$20.03	\$20.74	\$21.48	\$22.24
Start	\$17.44					
After 750 hours	\$18.05					
After 2080 hours	\$18.69					
Continue with "B" scale, 2080 hrs/yr						
SOCIAL WORKER, CASEWORKER	\$22.21	\$23.03	\$23.89	\$24.78	\$25.70	\$26.66
COOK	\$17.28	\$17.85	\$18.36	\$18.72	\$19.33	
MAINTENANCE/DRIVER	\$15.24	\$15.81	\$16.33	\$16.68	\$17.29	
MAINTENANCE	\$15.77	\$16.34	\$16.94	\$17.55	\$18.19	\$18.86
JANITOR	\$13.44	\$14.26	\$15.14	\$16.06		
RESIDENTIAL ESCORT In town: \$15.70/hour Out of town: \$157.00 per trip						
TYPIST/RECEPTIONIST	\$14.89	\$15.71	\$16.59	\$17.51		
SECRETARY	\$16.02	\$17.01	\$18.07	\$18.86		
FINANCE CLERK	\$17.02	\$18.05	\$19.13	\$19.93		

William W. Creighton Youth Services
 Salary Schedule
 Effective April 1, 2003 to March 31, 2004 (YEAR 2)
 ANNUAL RATES

	I	II	III	IV	V	VI
RESIDENTIAL WORKER "A" Underfill (supply)	\$37,041	\$37,793	\$39,066	\$40,424	\$41,802	\$43,222
Start	\$34,828					
After 750 hours	\$35,976					
After 2080 hours	\$37,041					
Continue with "A" scale, 2080 hrs/yr			\$41,823	\$43,305		
RESIDENTIAL WORKER "B" Underfill (supply)	\$39,025	\$40,403	\$41,823	\$43,305	\$44,850	\$46,437
Start	\$36,415					
After 750 hours	\$37,688					
After 2080 hours	\$39,025					
Continue with "B" scale, 2080 hrs/yr						
SOCIAL WORKER, CASEWORKER	\$40,578	\$42,076	\$43,647	\$45,273	\$46,954	\$48,708
COOK	\$36,081	\$37,271	\$38,336	\$39,087	\$40,361	
MAINTENANCE/DRIVER	\$31,821	\$33,011	\$34,097	\$34,828	\$36,102	
MAINTENANCE	\$32,928	\$34,118	\$35,371	\$36,644	\$37,981	\$39,380
JANITOR	\$28,063	\$29,775	\$31,612	\$33,533		
RESIDENTIAL ESCORT In town: \$15.70/hour Out of town: \$157.00 per trip						
TYPIST/RECEPTIONIST	\$27,204	\$28,702	\$30,310	\$31,991		
SECRETARY	\$29,269	\$31,077	\$33,014	\$34,457		
FINANCE CLERK	\$31,096	\$32,977	\$34,951	\$36,412		