

AGREEMENT

- Between -

DILICO ANISHINABEK FAMILY CARE

- and -

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
UNION OF CANADA AND ITS LOCAL 7-O-1**

April 1, 2009 to March 31, 2012

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PREAMBLE

Dilico Anishinabek Family Care (“Dilico”) was created after the recognition that there were a disproportionate number of First Nation children in the care of provincial Children’s Aid Societies.

Dilico functioned in the capacity as band authority from 1986 to April 1, 1995 when it was mandated by Provincial Order in Council as a Children’s Aid Society pursuant to section 15 of the *Child and Family Services Act*. Since April 1, 1995 Dilico has exercised jurisdiction delivering a child protection mandate to the First Nation population both on and off reserve in the District of Thunder Bay and a portion of the District of Algoma.

In 1996 Dilico expanded its delivery by amalgamating two additional services: children’s mental health and adult residential addictions.

In January 1997 Dilico commenced delivery of community and mandatory health services for the on reserve population of ten communities in the Robinson Superior region and in 1999, Dilico began service delivery pursuant to the provisions of the *Long Term Care Act*.

Dilico has developed an integrated continuum of services designed to compliment the strengths, values and traditions of the individuals, families and communities that we serve. In summary, our range of services include,

- Child protection services
- Child and family intervention (mental health) services
- Adult addiction and residential services
- Community and mandatory health services
- Long term care services
- Administrative services

ARTICLE 1 – PURPOSE

- 1.01 (a) It is recognized that the Employer's vision is balance and well-being for Anishinabek children, families and communities. The Employer embraces a wholistic approach in the delivery of health, mental health, addictions and child welfare services to compliment the strengths, values and traditions of Anishinabek children, families and communities. The Union recognizes the Employer's vision and its mandate to provide culturally sensitive services whenever possible.
- (b) The Union recognizes that in addition to other service commitments, the Employer has statutory obligations as a Children's Aid Society under the *Child and Family Services Act* and obligations under other applicable legislation.
- (c) The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and the Union, to ensure the continued delivery of high quality services to the Anishinabek children and families served by the Employer and its employees through establishing and maintaining staff training and development programs and mutually satisfactory working conditions and wages for all employees who are subject to the provisions of this Collective Agreement and to provide for the prompt and equitable disposition of grievances.
- (d) The parties recognize that Dilico Anishinabek Family Care is a unique organization which provides services to the Aboriginal community. Through its various programs, employees provide wholistic professional assistance to families who need to access services. Therefore, labour management flexibility will be a key principle when dealing with work related matters and the parties agree that the long term success of the Agency will depend on mutual co-operation and respect.

ARTICLE 2 - TERM OF COLLECTIVE AGREEMENT

- 2.01 This Collective Agreement shall become effective April 1, 2009 and shall remain in full force and effect until March 31, 2012 and from year to year thereafter unless written notice of an intention to terminate or amend this Collective Agreement is given by either party to the other not more than ninety (90) calendar days before its expiry date.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that all management rights and prerogatives, including but not limited to the right to manage the operation and direct the work force are vested exclusively in and shall remain solely with the Employer except as specifically limited by an express provision of this Collective Agreement.

The Union further recognizes the Employer's right to manage in accordance with its mandate to serve the needs of the Anishinabek children and families.

3.02 The Union recognizes that the Employer is a non-profit, community based, First Nation controlled agency, publicly funded for the delivery of child and family services.

3.03 The Union recognizes the right and obligation of the Employer to operate in accordance with its service mandate, commitments and obligations including those to its member First Nations and those imposed by the *Child and Family Services Act*, the *Long Term Care Act* and all other applicable Acts, directives, guidelines and protocols of the Government of Canada and Province of Ontario

3.04 This Collective Agreement constitutes the entire agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral.

ARTICLE 4 – RECOGNITION

4.01 The Employer recognizes the Communications, Energy and Paperworkers Union of Canada as the exclusive bargaining agent of all employees of Dilico Anishinabek Family Care working in and out of the Fort William First Nation, the City of Thunder Bay, Ontario, the District of Thunder Bay and the District of Algoma, excluding executive secretary, supervisors and those above the rank of supervisor, the system co-ordinators, the senior finance officer and students.

ARTICLE 5 - NO STRIKE OR LOCKOUT

5.01 During the term of this Collective Agreement the Union agrees that there will be no strikes and the Employer agrees that there will be no lockout. The words “strike” and “lockout” have the meaning attributed to them in the interpretation section of the *Canada Labour Code*.

5.02 It is agreed if such action is taken by the employees, the Union will instruct said employees to return to work and to perform their usual duties and to resort to the grievance procedure for the resolution of any complaint or grievance.

ARTICLE 6 – GENERAL PROVISIONS

6.01 Permanent Full-Time Employee

A permanent full-time employee is defined as an employee who is employed in a permanent full-time position and who is normally scheduled to work thirty-two and one-half (32.5) or more hours per week.

6.02 Permanent Part-Time Employee

A permanent part-time employee is defined as an employee who is employed in a permanent position and who is normally scheduled to work a minimum of twenty-five (25) hours and less than thirty-two and one-half (32.5) hours per week on a regular basis.

6.03 Casual Employee

A casual employee is defined as an employee who is not normally scheduled to work and/or who is called in on an as needed basis and/or whose employment may vary in length from day to day and/or week to week.

6.04 Contract Employee

A contract employee is defined as an employee who is hired by the Employer for a specific period of time that is not expected to exceed three (3) months or an employee who is hired by the Employer to fill a temporary vacancy or temporary position that is expected to exceed three (3) months when the temporary vacancy or the temporary position is not filled following a job posting in accordance with Article 12.

6.05 Sponsored Employee

A sponsored employee is defined as an employee who is hired pursuant to a Band and/or government and/or third party sponsored program or project. The parties agree that a sponsored employee will not displace a permanent full-time or permanent part-time employee.

6.06 Residential Workers

Residential workers are permanent full-time employees who work in Agency Staffed Homes.

6.07 First Nation Status

An employee having First Nation Status is an Indian who has provided the Employer with documentation confirming either that the employee is an Indian pursuant to the *Indian Act* or that the employee has membership pursuant to lawful membership rules of a First Nation established in accordance with the *Indian Act*.

6.08 First Nation Employee

A First Nation employee is defined as an employee having First Nation status.

6.09 Any reference to the feminine gender in this Collective Agreement shall be deemed to include the masculine gender and vice-versa.

6.10 All correspondence between the parties shall pass to and from the Executive Director or his/her designate and the Unit Chairperson of the Union.

- 6.11 Any notice to any employee under this Collective Agreement may be delivered personally (either directly or by telephone) or by regular mail addressed to the employee at the last known address on record with the Employer. When notice is given by mail it shall be deemed to have been received seven (7) days after the date of mailing.
- 6.12 Employees are required to treat as confidential all client information received during the course of or as a result of their employment with the Employer and shall not disclose the same other than when it is necessary in order to carry out job duties or with prior written authorization from the Employer. Employees are required to treat as confidential all other information received during the course of or as a result of their employment with the Employer and shall not disclose the same other than when it is necessary in order to carry out job duties or when it is otherwise permitted by law.
- 6.13 “Work week” is defined as the period between midnight on Saturday and midnight on the immediately following Saturday.
- 6.14 “Working days” shall be computed by excluding Saturdays, Sundays and general holidays on which the Employer is closed.
- 6.15 “Vacation year” is defined as the period from April 1st to March 31st.
- 6.16 “Wages” is defined as all remuneration paid to an employee by the Employer for work performed but does not include vacation pay.
- 6.17 An employee who is or becomes the subject of an open protection file of a Children’s Aid Society with respect to a child of the employee or a child who is under the employee’s care and custody shall immediately advise the Employer of the fact of and circumstances surrounding the Children’s Aid Society’s involvement.
- 6.18 An employee has an obligation to comply with the statutory duty under the *Child and Family Services Act* to report when the employee has reasonable grounds to suspect that a child is in need of protection.

ARTICLE 7 - UNION MEMBERSHIP, DUES AND ACTIVITIES

- 7.01 The Parties hereto mutually agree that any employee who has successfully completed their probationary period and is covered by this Collective Agreement will become a member of the Union.
- 7.02 The Employer agrees it will deduct a monthly sum equal to regular Union dues from each employee in the bargaining unit and advise the Union of any new hires. The Employer agrees that it will remit the total amount of such deductions to the Union before the end of each month following the month that deductions were made. It will be a condition of employment that all employees shall sign an authorization form for the deduction of Union dues.

- 7.03 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as herein provided.
- 7.04 The Employer agrees to remit the deductions referred to in Article 7.02 on or before the last day of the month following the month in which such deductions were made. The remittance will include the names of the employees and the amounts deducted from each employee.
- 7.05 Except as specifically provided for herein, the Union agrees that neither it nor its officers, agents, representatives or members will engage in Union activities on Employer time.
- 7.06 The Union will supply the Employer with the names of its officers, the Unit Chairperson and stewards. Only such duly authorized officers and stewards shall have the power to bind the Union in any agreement with the Employer.
- 7.07 The Union acknowledges that its officers, the Unit Chairperson, stewards and members of any Committee will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their regular duties without first obtaining permission from their supervisor and on resuming regular duties, they will report to their respective supervisors. Such permission shall not be unreasonably withheld. The Unit Chairperson, stewards or committee members will also obtain permission from **managers** in other work areas prior to entering the work area of other employees. This applies to work time only and such permission will not be unreasonably denied.

In accordance with this understanding, Union officers and stewards will receive their regular rate of pay for time spent in dealing with grievances of employees under the grievance procedure during the Union officer's or steward's regular working hours. Compensation will not be allowed for time spent outside of the Union officer's or steward's regular working hours.

- 7.08 The Union shall advise the Employer yearly of the Union officials that may authorize time off for Union business.
- 7.09 Employees appointed or selected as Union representatives under this Collective Agreement shall have completed their probationary period.
- 7.10 The Employer agrees to recognize a bargaining committee consisting of two (2) representatives from the District offices and two (2) representatives from the City who have completed their probationary period and the CEP National Representative for the purposes of amending or renewing the present Collective Agreement. Employer agrees that no union member shall suffer loss of earnings for time spent in negotiations during normal working hours.

7.11 Bulletin Board:

The Union shall have the use of a bulletin board at each of the following sites for the purpose of posting notices relating to the Union's legitimate business as it relates to the Employer, provided that all such notices must be signed by a member of the Union executive and a copy submitted to the Employer before being posted:

- Anemki Office
- Each District Office
- Adult Residential Treatment Centre
- Assessment Brief Treatment Unit
- Heath Park
- Staffed Foster Homes

ARTICLE 8 - JOINT UNION-MANAGEMENT COMMITTEE

8.01 The Employer and the Union agree to establish a Union-Management Committee for the purpose of discussing matters of mutual concern that are not matters that would be the subject matter of grievances, including workload concerns. The Union-Management Committee shall be made up of two (2) Union representatives who have completed their probationary period and the CEP National Representative and three (3) Employer representatives, one of whom shall be the Executive Director. The Committee shall meet as required but not more than **three times per** year unless by mutual consent. The Committee shall have an advisory function only. Employees will not suffer a reduction in pay while attending such committee meetings.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 A grievance under the provisions of this Collective Agreement is defined to be any difference between the parties to or employees bound by this Collective Agreement concerning the interpretation, application, administration or alleged contravention of any of the provisions of this Collective Agreement.

9.02 A grievance shall be on a form approved by the Employer and the Union and shall be dated and signed by the employee. Each grievance form shall contain one (1) grievance.

9.03 A grievance shall contain the date on which the alleged grievance occurred and a clear and concise statement of the nature of the grievance or alleged violation, the section(s) of this Collective Agreement alleged to have been violated, misapplied or misinterpreted and shall set forth the specific remedy sought, none of which shall be changed in later stages or in any Arbitration unless agreed to in writing by both parties.

9.04 A grievance shall be dealt with as follows:

Step 1

The employee must first discuss the dispute with the employee's manager or her designate within five (5) working days of the events giving rise to the grievance.

Step 2

If a settlement is not reached at Step #1, the grievance shall be submitted to the employee's manager within five (5) working days **from the end of step #1**. If the employee wishes, she may be assisted by her Union representative. At this step the grievance shall be in writing. **Upon receipt of the grievance a step 2 grievance meeting between the employee and the manager will be held within 5 working days of receipt of the grievance or at another mutually agreeable time.** The manager or her designate shall respond to the grievance in writing within 5 working days of **the step 2 meeting**.

Step 3

If a settlement is not reached at Step 2, the grievance may be submitted by the Union to the Director of Human Resources within five (5) working days of receipt of the manager's Step 2 response. **Upon receipt of the grievance a step 3 grievance meeting with the Director of Human Resources will be held within 5 working days of receipt of the grievance or at another mutually agreeable time. The employee may request a steward be present.** The Director of Human Resources **or her designate shall respond to the grievance in writing within 5 working days of the step 3 meeting.**

Step 4

If a settlement is not reached at Step 3, the grievance must be submitted by the Union to the Executive Director within ten (10) working days of receipt of the Director of Human Resources' Step 3 response. Once a grievance is submitted a Step 4 meeting will be held with the Executive Director and the CEP National Representative. Both parties may have the assistance of an outside representative at such meetings. This meeting will be held in a timely fashion but should not be held more than thirty (30) calendar days from the Director of Human Resources' Step 3 response. The Employer will reply in writing within ten (10) working days from the date of this meeting. Failing satisfactory resolution, if the parties do not agree to proceed to Step 5, either party may refer the grievance to arbitration in accordance with Article 10.

Step 5

- (a) In recognition of the unique nature of this workplace and the important role Elders play in Anishinabek communities, the parties wish to provide the opportunity for employees and the parties to this Collective Agreement to benefit from the wisdom and guidance of an Elder in attempting to resolve workplace issues if a settlement is not reached at the end of Step 4.
- (b) Within thirty (30) days of the giving of notice of the intention to amend this Collective Agreement by either party, each party shall provide the other with names of up to 4 eligible Elders who have agreed to carry out the duties referred to in Step 5 above. The names of the Elders submitted by both parties shall be listed on Schedule "D".
- (c) If a settlement of a grievance is not reached at the end of Step 4 an employee, with the consent of the Union and the Employer, may within ten (10) working days of receipt of the Step 4 response have her grievance heard by any Elder selected by the Employee, from those listed at Schedule D to this Collective Agreement, provided the Elder is not related to the Employee.

- (d) The parties agree that the mediation by the Elder shall take place within thirty (30) calendar days of the request, unless otherwise agreed by the parties. Any recommendations or suggestions that may be made by the Elder are non-binding. Should mediation proceedings fail to resolve the grievance, either party may then refer the grievance to arbitration in accordance with Article 10.
- (e) Elders shall be reimbursed for travel expenses and shall be paid a per diem honorarium to be shared equally by the Employer and the Union.
- (f) The Employer and the Union agree to the terms of reference for the use of Elders set out in Schedule "D" to this Collective Agreement.

9.05 Policy Grievances

- (a) Both the Union and the Employer shall have the right to submit a policy grievance which is defined as a dispute arising out of the application, interpretation, or alleged violation of this Collective Agreement. A Union policy grievance shall not include any matter which an employee is personally entitled to grieve or any matter that could otherwise be instituted as an individual grievance. The grievance procedure set out in Article 9.04 for a grievance particular to a single employee shall not be bypassed.
- (b) A Union policy grievance shall be submitted in writing at Step 3 within ten (10) working days of the events giving rise to the grievance. A Union policy grievance must be signed by an authorized officer of the Union.
- (c) An Employer policy grievance shall be submitted in writing to the Unit Chairperson of the Local Union or his designate by the Director of Human Resources or his designate within ten (10) working days of the events giving rise to the grievance. Upon receipt of a grievance a meeting to be attended by at least two (2) members of the Union and Employer representatives will be scheduled by the Unit Chairperson of the Local Union. The Unit Chairperson of the Local Union will respond within five (5) working days from the date of the meeting. Failing satisfactory resolution, either party may refer the grievance to arbitration in accordance with Article 10.

9.06 Where a grievance involves a number of employees, it may be processed as a group grievance and submitted at Step 3 of the grievance procedure. Such grievance must be submitted within ten (10) working days of the events giving rise to the grievance. In addition to the information referred to in Article 9.03, a group grievance shall contain the names of the employees on whose behalf the group grievance is being filed and the specific remedy sought for each employee.

9.07 Where an employee, who has completed the probationary period, as determined by Article 11.03, feels that she has been unjustly discharged, the Union may submit a grievance at Step 3 within five (5) working days of her discharge.

9.08 Time Limits

- (a) Failure by the employee or the Union to meet the time limits in submitting or processing a grievance will cause the grievance to expire and be abandoned and such grievance shall not be the subject of a new grievance or of an arbitration.
 - (b) Failure by the Employer to meet time limits in processing a grievance shall permit the employee or the Union to take the grievance to the next step in accordance with the grievance procedure, provided the grievance is processed to the next step within five (5) working days of the expiration of the said time limit.
 - (c) All time limits referred to herein are mandatory other than when extended in writing by mutual agreement.
 - (d) Any agreement to an extension of time will be valid only if signed by the Director of Human Resources or her designate and the Union.
- 9.09 An employee who is being discharged for disciplinary reasons has the right to have a Union steward present upon request.
- 9.10 Grievance meetings will be held at the Employer's Anemki office with District employees participating by teleconference or by videoconference where available, unless otherwise agreed to in writing by the parties.
- 9.11 A contract employee shall have no right to grieve dismissal at the end of the contract period and the expiry of a contract shall not be nor shall it be deemed to be a layoff.

ARTICLE 10 – ARBITRATION

- 10.01 Failing settlement of a grievance under the preceding procedure, such grievance may be submitted to arbitration within ten (10) working days of either receipt of the Step 4 response or the expiry of the time limit for response by the Employer, or where the parties consent to proceed to Step 5, within ten (10) working days of receipt of either the written recommendations from the Elders or the expiry of the time limit for response by the Elders, provided the grievance has been properly processed through the entire grievance procedure.
- 10.02 If a grievance is not referred to arbitration within the ten (10) working day period, the grievance will be conclusively deemed to have been abandoned.
- 10.03 (a) When either party requests that a grievance be referred to arbitration, the request shall be made in writing addressed to the other party to this Collective Agreement.
- (b) The following arbitration provisions shall apply:
- (i) At the request of either party, the parties will meet and negotiate an Anishinabek Arbitration provision. Following the negotiation of an Anishinabek Arbitration

provision, the parties shall comply with the Anishinabek Arbitration provision and Article 10.03(b)(ii) shall be of no force and effect;

- (ii) Pending the negotiation of an Anishinabek Arbitration provision:
 - A. the Employer and the Union will attempt to agree on a single Anishinabek Arbitrator;
 - B. failing agreement on a single Anishinabek Arbitrator, the Employer and the Union shall each select one (1) nominee and these nominees shall select an Anishinabek Chairperson, whenever possible, failing which, these nominees may select a non-Anishinabek Chairperson;
 - C. at anytime and despite Articles 10.03(b)(ii)(A) and (B), with the consent of the Employer and the Union a single Arbitrator may be used.
- (c) It is understood that the Arbitrator shall interpret this Collective Agreement and shall only deal with the questions which are submitted, and shall have no power to alter, add to, or amend this Collective Agreement.
- (d) The Employer and the Union shall each be responsible for the fees and expenses of its own appointee, if any, and for one-half (1/2) of the fees and expenses of either the individual appointed pursuant to the Anishinabek Arbitration provision as the Chairperson or a single arbitrator agreed to by the parties.

10.04 Time Limits

- (a) All time limits referred to herein are mandatory other than when extended in writing by mutual agreement.
- (b) Any agreement to an extension of time will be valid only if signed by the Director of Human Resources or her designate and the Union.

10.05 The following specified infractions and causes will be conclusively deemed to be sufficient for the discharge of any employee, and discharge will be considered the specific penalty. Nothing in this provision deprives any employee of the grievance procedure:

- (a) abuse of a client, either sexually or physically;
- (b) when a child of an employee or a child who is under the care and custody of an employee is apprehended and is placed in the care of a Children's Aid Society;
- (c) when a staff enters into an intimate relationship with a client or a parent or spouse of a client;
- (d) consuming, using or possessing alcoholic beverages or drugs on the job or reporting to work under the influence of alcohol or drugs;

- (e) deliberate tampering, sabotage or destruction of the Employer's or client's property;
- (f) misconduct that results in putting a child or client at risk;
- (g) theft or misappropriation of property of a client or of the Employer;
- (h) making false entries and records;
- (i) fraud;
- (j) deliberate interference by an employee with a child protection investigation by the Employer or any other Children's Aid Society.

10.06 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 Employer.

ARTICLE 11 - SENIORITY

11.01 Seniority

- (a) Seniority for a permanent full-time employee who has completed the probationary period shall mean the length of continuous service since the employee's most recent date of hire. When a permanent full-time employee has completed the probationary period the employee shall be credited with accrued seniority from the employee's most recent date of hire as a permanent full-time, permanent part-time employee or contract employee provided there has been no break in employment.
- (b) A permanent part-time employee who has completed the probationary period shall accrue seniority on a pro rata basis and shall be credited with one (1) year seniority for every 1820 hours worked. A permanent part-time employee may only accumulate one (1) year of seniority in one (1) calendar year. When a permanent part-time employee has completed the probationary period the employee shall be credited with accrued seniority from the employee's most recent date of hire as a permanent part-time employee or contract employee provided there has been no break in employment.
- (c) Seniority for casual, contract and sponsored employees who have completed the probationary period shall be the employee's most recent date of hire. Seniority for casual, contract and sponsored employees shall only be used for the purpose of giving consideration when a casual, contract or sponsored employee applies for a permanent full-time or permanent part-time position.

11.02 Seniority Lists

- (a) Upon signing of this Collective Agreement and annually thereafter the Employer shall post and deliver to the Union a separate seniority list for each of the following:
 - 1. permanent full-time employees;
 - 2. permanent part-time employees; and
 - 3. casual, contract and sponsored employees.
- (b) No objection may be taken by the Union or by any employee unless written notice of objection is given to the Employer within thirty (30) working days after delivery to the Union and the posting of the seniority list in which the item first appeared, provided, however, that the Employer may rely upon the seniority lists posted once they have been posted for 10 working days.
- (c) Where two (2) or more employees have the same seniority, preference shall be given to the First Nation employee, if any, other than for the purposes of scheduling vacation in accordance with Article 18.13.”

11.03 Probation for Newly Hired Employees

- (a) Each new permanent full-time employee shall be on probation until the employee has completed 910 hours of normally scheduled hours of work with the Employer.
- (b) Each new permanent part-time, contract, casual and sponsored employee shall be on probation until the employee has completed 910 hours of work, excluding overtime hours.
- (c) The discharge, discipline, suspension, termination or layoff of a probationary Employee shall be at the sole discretion of the Employer and such discharge, discipline, suspension, termination or layoff of a probationary Employee cannot be grieved and shall not be subject to the grievance and arbitration provisions of this Collective Agreement or the *Canada Labour Code* nor shall it constitute a difference between the parties to or the employees bound by this Collective Agreement.
- (d) If a casual or sponsored employee is subsequently hired as a permanent full-time or as a permanent part-time employee, she must complete a new probationary period as set out in Article 11.03(a) or (b), subject to Article 11.03(e).
- (e) If a contract employee is subsequently hired as a permanent full-time or as a permanent part-time employee, she must complete a new probationary period as set out in Article 11.03(a) or (b), other than when the contract position being filled by the employee has been classified by the Employer as a permanent full-time or permanent part-time position and the employee has completed her probationary period and she is hired to fill that same classification without any break in employment.

11.04 Loss of Seniority

An employee shall lose seniority and be deemed to have terminated her employment when the employee:

- (a) is discharged for just cause;
- (b) resigns;
- (c) retires;
- (d) fails to return within ten (10) working days after the date on which notification by registered mail that the employee is recalled to work is mailed to the employee's last known address, unless the employee is unable to do so as a result of sickness or for other reasons acceptable to the Employer. It shall be the responsibility of the employee to keep the Employer informed of the employee's current address. If the employee fails to do this the Employer will not be responsible for a failure of an employee to receive notice by registered mail;
- (e) uses an authorized leave of absence for a purpose other than that for which the leave was granted;
- (f) fails to return to work upon the expiration of an authorized leave of absence;
- (g) is laid off for a period of more than twelve (12) months;
- (h) is absent from work due to illness or injury for a period exceeding twenty-four (24) months where the parties have met to review the employee's situation and there exists no reasonable plan to return the employee to work within a further twelve (12) months or such other period as is reasonable in the circumstances;
- (i) is elected as a Chief or as a member of the Band Council of any First Nation that is or becomes affiliated with the Employer; or

Note: An employee will provide her Manager with written notice, copied to the Program Director, when they register to run for office as a Chief or to be a member of Band Council of any First Nation that is or becomes affiliated with the Employer.

- (j) is a casual employee and refuses to work three (3) offered shifts in any one month or if the casual employee is not called in to work in a twelve (12) month period, unless the Employer advises the employee otherwise.

11.05 An employee promoted or transferred to a position outside of the bargaining unit will continue to accrue seniority for a period of up to twelve (12) months and may be returned to the position previously held in the bargaining unit at the employee's previous rate of pay at any time within twelve (12) months of such promotion or transfer. The said twelve (12) month period outside of the bargaining unit may be extended by mutual agreement between the Employer and the Union. The Union will not unreasonably withhold its consent to extend such twelve (12) month period.

ARTICLE 12 - JOB POSTINGS AND STAFF CHANGES

12.01 The following procedure will apply when filling new or vacant permanent full-time or permanent part-time positions and when filling a temporary position that is expected to exceed three (3) months:

- (a) A new or vacant permanent full-time or permanent part-time position or a temporary position that is expected to exceed three (3) months that the Employer decides to fill will be posted for seven (7) calendar days.
- (b) Only the original vacancy and two (2) resulting vacancies shall be posted. All other vacancies which occur as a result of having filled the original vacancy shall be filled by contract or qualified bargaining unit employees failing which the vacancy will be filled at the discretion of the Employer.
- (c) Any new or vacant permanent full-time and permanent part-time positions will be filled **first by qualified employees in the following order prior to considering external applicants:**
 - permanent full-time employees,
 - permanent part-time employees,
 - contract employees, and lastly by
 - casual employees.

Employees who have completed the probationary period who are interested in filling a posted position can apply in writing to Human Resources to be considered. Only those employees who submit a written application to Human Resources within the seven (7) calendar day period after the posting of the notice will be considered.

12.02 A notice of posting will contain the following information:

- (a) job title
- (b) program and service
- (c) qualifications required
- (d) salary range

12.03 In cases of promotion, transfers, demotions and job postings the Employer shall consider:

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

The parties agree that the factors listed in (a) must govern and only where those factors in (a) are relatively equal, will factor (b) govern provided the Employer does not exercise its discretion in an arbitrary, capricious, or discriminatory manner.

12.04 The successful internal applicant will be given a trial period of up to thirty (30) working days. If the Employer determines during the trial period that the employee's performance in the position is unsatisfactory, the Employer shall return the employee to the employee's former position and former rate of pay. Other employees who were transferred or promoted by reason of the employee's successful application will also be returned to their former positions.

12.05 A successful applicant who is awarded a new or vacant permanent position following posting cannot bid for another position before completing twelve (12) consecutive months in the new position. This provision will not restrict an employee from applying for a promotion.

12.06 Temporary vacancies or temporary positions that are not expected to exceed three (3) months need not be posted and will be filled by contract employees or with qualified bargaining unit employees failing which the vacancy will be filled at the discretion of the Employer. Employees filling temporary vacancies may bid on permanent postings but cannot bid on another temporary vacancy until the initial temporary vacancy or any extension thereof is completed. All other temporary vacancies in permanent full-time or permanent part-time positions or in temporary positions that are expected to exceed three (3) months shall be posted in accordance with Article 12.01.

12.07 Whenever a temporary vacancy or a temporary position that has been filled for the maximum of three (3) months has to be extended due to special circumstances, the Employer shall be permitted to retain the incumbent for up to a maximum of three (3) additional months.

12.08 In the case of temporary vacancies, an employee other than a person hired as a contract employee to fill the temporary vacancy, will revert to her previous position within the bargaining unit upon the completion of the temporary position.

ARTICLE 13 - LAYOFF AND RECALL

13.01 A layoff shall be defined as a reduction in the workforce other than a reduction in the workforce that is expected to last less than seven (7) calendar days or that is as a result of an unexpected or unavoidable temporary discontinuance of all or part of the Employer's operations.

13.02 In the event of layoff and recall, employees shall be laid off in the reverse order of their seniority within their job classification and by location and recalled in order of their seniority, provided the employees who remain on the job have the qualifications, skill and ability to immediately perform the job duties.

- 13.03 (a) An employee who is laid off or bumped may, within three (3) working days of being laid off or bumped, bump, regardless of location, the junior employee in the employee's classification first, in the employee's classification grouping second, in a lower paying job classification within the employee's wage schedule third, and Agency wide fourth, provided the employee exercising the right to bump has relatively equal qualifications, skill and ability to immediately perform the job duties as the junior employee, provided the Employer does not exercise its discretion in determining relative equality in an arbitrary, capricious, or discriminatory manner .
- (b) For the purposes of this Article, classifications, classification groupings and wage schedules are as set out in the Wage Schedules referred to in Article 24.01 of this Collective Agreement.
- (c) An employee who is unable to bump a junior employee at the employee's geographic location will be permitted to jump the minimum number of steps in (a) required to allow the employee to bump a junior employee in the employee's geographic location. Employees exercising the right to bump in accordance with this article may, but will not be forced to bump into another geographic location.
- (d) Other than as provided in (c) an employee shall not proceed to the next step in the bumping process outlined in (a) unless the employee is unable to bump a junior employee at the previous step.
- 13.04 The Employer shall give the Union and all employees not less than two (2) weeks notice of permanent layoff.
- 13.05 Probationary, casual and contract employees shall be laid off before any permanent full-time or permanent part-time employee is laid off and shall have no recall rights.
- 13.06 A sponsored employee shall not be subject to lay off or bumping.
- 13.07 A permanent full-time or permanent part-time employee, other than a probationary employee, who is laid off shall retain recall rights for twelve (12) months from the last day of work prior to the commencement of the layoff.
- 13.08 During periods of layoff casual shifts will be offered first to qualified permanent full-time and permanent part-time employees who are laid off. Acceptance of casual work is optional and will not be considered as a recall.
- 13.09 An employee who exercises the right to bump has the right to post for jobs internally within the first twelve (12) months. This will not contravene Article 12.05.

ARTICLE 14 – FIRST NATION EMPLOYEES - RETENTION AND PROMOTION

- 14.01 In an effort to enable the Employer to both satisfy its commitment to the First Nation communities it services and carry out its mandate to provide culturally sensitive services whenever possible, this Article shall apply notwithstanding any other provision(s) of this Collective Agreement, other than as provided for in Article 14.04
- 14.02 In cases of vacancies, promotions, transfers and demotions the Employer shall be entitled to give preference to First Nation employees who the Employer determines have the minimum required qualifications regardless of their seniority.
- 14.03 In all cases involving layoffs and recall from layoffs the Employer shall be entitled to give preference to a First Nation employee, regardless of seniority, provided the First Nation employee is willing to and in the opinion of the Employer has the current minimum qualifications to immediately perform the job duties.
- 14.04 Nothing in this Article shall affect a non-First Nation employee's right to retain employment and be recalled to employment based on seniority in accordance with Article 13 nor her right to be considered for vacancies, promotions or transfers in accordance with Article 12, provided the employee was hired on or before March 31, 2006.
- 14.05 For all employees hired after March 31, 2006 this Article shall apply.

ARTICLE 15 - HOURS OF WORK

- 15.01 The following provisions are intended to describe the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or days of work per week unless otherwise specified.
- 15.02 Hours of operation, other than those where modified hours of work have been negotiated, will be determined by the Employer on a program by program basis and may be changed from time to time by the Employer to meet client needs and operational requirements. The Employer may determine such variable work schedules at each facility and/or in each program as is necessary to accommodate the services provided. If an employee's regular hours of work are changed the Employer will attempt to advise the Union two (2) weeks prior to the change taking effect. Regular hours of work will not be changed except for business reasons.
- 15.03 Employees are required to work flexible hours when the Employer determines that flexible hours are required to meet client and operational needs.
- 15.04 Permanent full-time employees working in the job classification groups listed in Schedule A are normally scheduled to work thirty-two and one-half (32.5) hours per week and:
- (a) these permanent full-time employees, other than those working in the District office located on Pic Mobert First Nation, shall have a one (1) hour unpaid lunch break which may be taken off site.

- (b) employees working in the District office located on Pic Mobert First Nation shall be paid for thirty-two and one-half (32.5) hours per week throughout the year and shall have .5 of an hour unpaid lunch. Employees in the Mobert office will work from 9 a.m. to 4 p.m. from April 1 to October 31 and from 9:30 a.m. to 4:00 p.m. from November 1 to March 31.
- 15.05 Permanent full-time employees working in the job classification groups listed in Schedule B are normally scheduled to work thirty-five (35) hours per week.
- 15.06 Permanent full-time employees working in the job classification groups listed in Schedule C are normally scheduled to work an average of thirty-five (35) hours per week in accordance with negotiated modified schedules.
- 15.07 Permanent full-time employees working in the job classification groups listed in Schedules B and C shall have a one (1) hour unpaid lunch:
- case managers in the Assessment Brief Treatment Unit and in Day Treatment
 - cooks
 - after hours alternative care workers
 - aftercare workers
 - intake workers
 - residential counsellors
- 15.08 Permanent full-time employees working in the job classification groups listed in Schedule C are required to remain on site during the entire shift:
- child and youth workers at the Assessment Brief Treatment Unit
 - child and youth workers-team leaders at the Assessment Brief Treatment Unit
 - night youth workers at the Assessment Brief Treatment Unit
 - night attendants at the Treatment Centre
 - evening/weekend attendants at the Treatment Centre
- 15.09 Permanent full-time child and youth workers who work in Day Treatment shall have a ½ hour unpaid lunch break, other than during school vacation periods when they shall work the normal hours of work of the position to which they are temporarily assigned.
- 15.10 Permanent full-time employees who are residential workers are normally scheduled to work an average of thirty-six (36) hours per week in accordance with negotiated modified schedules, may be required to work shifts of varying duration to meet the needs of the Employer and are required to remain on site during the entire shift.
- 15.11 Permanent part-time employees are normally scheduled to work a minimum of twenty-five (25) hours and less than thirty-two and one-half (32.5) hours per week on a schedule the Employer determines meets client and operational needs.
- 15.12 It is understood that in individual cases, starting and finishing times which deviate from the employee's normal hours of work shall be determined following consultation by the Employer with the employee.

- 15.13 Employees working a shift of six and one-half (6.5) hours or more shall be allowed a fifteen (15) minute rest period in both the first half and second half of the shift. Employees working a shift of less than six and one half (6.5) hours shall be allowed one fifteen (15) minute rest period. Rest periods may not be accumulated or taken immediately before or after the commencement of the shift and/or the lunch break. Employees are required to stay on site during rest periods unless the Employer otherwise advises in writing.
- 15.14 Each of the following programs or services will have a group of casual employees who will provide casual relief for that program or service:
- Administrative Staff
 - Child Welfare
 - Staffed Foster Home
 - Health
 - Family Health Team
 - Mental Health and Addictions – Day Treatment
 - Mental Health and Addictions – Treatment Centre
 - Mental Health and Addictions – Assessment Brief Treatment
 - Armstrong
 - Longlac
 - Nipigon
 - Marathon
 - Mobert

Casual employees shall be called in to do work for the programs or services for which they are qualified on a rotational basis whenever possible.

- 15.15 Contract and sponsored employees shall work the hours of work for the position and location for which they are hired.
- 15.16 Any staff called for a meeting or a course which has been cancelled without two (2) hours notice will be provided with a minimum of three (3) hours work.

ARTICLE 16 – OVERTIME AND ON-CALL

- 16.01 The Employer may require an employee to work in excess of an employee's normally scheduled hours according to the needs and operating requirements of the Employer.
- 16.02 An employee shall be paid at a rate equal to 1 ½ times the employee's regular rate of pay, unless the employee elects otherwise in accordance with Article 16.03 as follows:
- (a) if the employee is not working a modified schedule, for all hours required to be worked in excess of 40 hours per week;
 - (b) if the employee is working a modified schedule, for all hours required to be worked in excess of 40 multiplied by the number of weeks in the modified schedule.

16.03 Banking of Hours

- (a) For hours worked in excess of an employee's normally scheduled hours where the total weekly hours or the total average weekly hours worked do not exceed forty (40) an employee will have the option to either be paid at the employee's regular rate or to bank one (1) hour for every hour worked.
- (b) For hours worked in excess of forty (40) hours per week or in excess of 40 multiplied by the number of weeks in the modified schedule an employee will have the option of either being paid in accordance with Article 16.02 or banking 1 ½ hours for every hour worked.
- (c) An employee will not be permitted to bank in excess of thirty-five (35) hours at any time.
- (d) An employee wishing to bank any hours must advise the Employer in writing prior to the payroll cutoff date for the pay period in which the employee would receive pay for the additional hours, failing which the employee will be paid.
- (e) A request by an employee to use all or a portion of banked hours will be granted where the Employer in its sole discretion determines that the staffing and operational needs of the Employer will permit the same. Such requests will not be unreasonably denied.
- (f) An employee who has banked hours may at any time request in writing to have all banked hours paid out. Upon receipt of a request to have banked hours paid out, pay for banked hours will be added to the employee's next regular pay cheque.
- (g) Payout of banked hours will be at the employee's regular hourly rate of pay.

16.04 Time not exceeding fifteen (15) minutes in excess of an employee's regular shift shall be deemed to be part of the regular shift.

16.05 Overtime shall not be allowed more than once for every hour worked and there shall be no pyramiding of overtime.

16.06 Other than in emergency situations or where necessary to avoid risk to a client, all overtime must be authorized in advance by an employee's manager or a designate. When overtime is worked in emergency situations or where it was necessary to avoid risk to a client, the overtime must be authorized within five (5) working days by the manager or a designate.

16.07 Employees are expected to travel during normal business hours and to work a flexible schedule on days travel is required, whenever possible.

16.08 Where travel does not require an employee to remain out of town overnight, an employee will be compensated for time spent traveling and working in excess of the number of hours the employee is normally scheduled to work on that day in accordance with Articles 16.02 and 16.03.

16.09 When employees are required to attend with clients either on overnight recreational assignments or on assignments that require the employee to remain out of town overnight, the following shall apply:

- (a) The employee shall be compensated for all time worked, whether spent traveling, working or supervising the client, as follows:
 - (i) Employees are expected to work flexible daily schedules whenever possible;
 - (ii) For the first 16 hours worked in any calendar day the employee shall be compensated for all hours worked in excess of the number of hours the employee is normally scheduled to work on that day, in accordance with Articles 16.02 and 16.03.
 - (iii) For the 17th to the 24th hour worked in any calendar day the employee shall be paid a night rate of \$10.00 per hour for every such hour during which the employee supervises a client.
- (b) Employees will not be paid for any hours spent out of town if they are not working or supervising a client.

16.10 On-Call

- (a) The Employer may require permanent full-time or permanent part-time employees to provide on-call services. Before requiring any employee to work on-call, the Employer will request employees to volunteer. If there are not sufficient volunteers to provide on-call services, the Employer will assign on-call work equitably among qualified employees on a rotational basis.
- (b) On-call hours worked shall not be considered overtime hours nor will they be included in calculating the hours worked for the purposes of Article 16.02 and 16.03.
- (c) An employee who is required to or who agrees to provide on-call services will carry and respond to a pager or cell phone for the entire twenty-four hour period while designated as being on-call and shall respond appropriately to all calls received.

- (d) An employee who is required to or who agrees to be on-call will be paid at the following rates regardless of whether they are required to respond to any call or not:

Clinical Supervisor CW	Weekly/Daily	350.00/50.00
City CW & City Foster Care	Weekday	80.00
	Weekend/Holiday	125.00
District CW	Weekly/Daily	225.00/45.00
	Weekend/Holiday	55.00
ABTRS & Treatment Centre	Weekly/Daily	160.00/25.00
Home & Comm. Care	Weekly/Daily	160.00/25.00
Maintenance	Weekly/Daily	160.00/25.00

- (e) A permanent full-time, permanent part-time or contract employee who works on-call on a general holiday will receive the daily on-call pay set out in Article 16.10 (d) and in addition shall be granted one day off with pay to be taken within 10 working days of the general holiday, unless otherwise agreed by the Employer.
- (f) A casual employee who works on-call on a general holiday will receive two and one-half times the daily on-call rate set out in Article 16.10(d).

ARTICLE 17 - GENERAL HOLIDAYS

17.01 Subject to the provisions of the *Canada Labour Code*, the following days shall be recognized as paid holidays for all permanent full-time employees who have been employed for thirty (30) calendar days or more and who are entitled to wages for at least fifteen (15) days in the thirty (30) calendar days immediately preceding the general holiday.

New Year's Day
 Family Day
 Good Friday
 Easter Monday
 Victoria Day
 Canada Day
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Remembrance Day
 Christmas Day
 Boxing Day

17.02 In addition to the holidays set out in Article 17.01, all permanent full-time and permanent part-time employees shall be entitled to Aboriginal Day (June 21st) off with pay. An employee will have the option of working on June 21st and taking another day off with pay between June 21 and August 31, provided the employee obtains approval from the employee's supervisor at least two (2) weeks in advance of June 21st.

- 17.03 When any of the said holidays set out in 17.01 for which the permanent full-time employee qualifies falls on a Saturday or Sunday and the said paid holiday is not designated by the Employer as being observed on some other day, the Monday immediately following such Saturday or Sunday shall be deemed to be the holiday for the purposes of this Collective Agreement. Where two (2) of the said holidays set out in 17.01 occur on a Saturday and Sunday, the Monday and the Tuesday immediately following such Saturday and Sunday shall be deemed to be the holiday for the purposes of this Collective Agreement.
- 17.04 A permanent full-time employee who works on any of the holidays listed in 17.01 above shall be paid at the rate of one and one-half (1 ½) times the regular straight time hourly rate for work on such holiday and shall be granted another day off with pay in lieu of the holiday at a mutually agreeable time.
- 17.05 When any of the holidays referred to in 17.01 for which the employee qualifies fall on a permanent full-time employee's scheduled day off or vacation, such permanent full-time employee shall be granted a day off with pay in lieu at a mutually agreed upon time.
- 17.06 Permanent part-time, contract, casual and sponsored employees will be entitled to general holidays and holiday pay calculated in accordance with the *Canada Labour Code*.

ARTICLE 18 - VACATIONS

- 18.01 A permanent full-time employee who regularly works 32.5 hours per week shall earn annual vacation with pay as follows:
- (a) Less than one (1) year of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 8.125 hours per month of active employment, to be taken on up to a maximum of sixteen (16) calendar days per year;
 - (b) After one (1) year of continuous service in a permanent full-time position and until an employee has completed five (5) years of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 10.85 hours per month of active employment, to be taken on up to a maximum of twenty-one (21) calendar days per year;
 - (c) After five (5) years of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 13.52 hours per month of active employment, to be taken on up to a maximum of twenty-six (26) calendar days per year.
- 18.02 A permanent full-time employee who regularly works 35 hours per week shall earn annual vacation with pay as follows:
- (a) Less than one (1) year of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 8.75 hours per month of active employment, to be taken on up to a maximum of sixteen (16) calendar days per year;

- (b) After one (1) year of continuous service in a permanent full-time position and until an employee has completed five (5) years of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 11.69 hours per month of active employment, to be taken on up to a maximum of twenty-one (21) calendar days per year;
 - (c) After five (5) years of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 14.56 hours per month of active employment, to be taken on up to a maximum of twenty-six (26) calendar days per year.
- 18.02 A permanent full-time employee who regularly works 36 hours per week shall earn annual vacation with pay as follows:
- (a) Less than one (1) year of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 9 hours per month of active employment, to be taken on up to a maximum of sixteen (16) calendar days per year;
 - (b) After one (1) year of continuous service in a permanent full-time position and until an employee has completed five (5) years of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 12 hours per month of active employment, to be taken on up to a maximum of twenty-one (21) calendar days per year;
 - (c) After five (5) years of continuous service in a permanent full-time position, vacation with pay shall be earned at a rate of 15 hours per month of active employment, to be taken on up to a maximum of twenty-six (26) calendar days per year.
- 18.03 A permanent part-time employee shall earn annual vacation with pay at the appropriate rate referred to in Articles 18.01 and 18.02 and 18.02B multiplied by the full-time equivalent of the part-time position held.
- 18.04 A contract or casual employee shall be entitled to annual vacation with pay as follows:
- (a) During the first six (6) consecutive years of employment, two (2) weeks vacation with vacation pay in the amount of four (4) percent of wages;
 - (b) After six (6) consecutive years of employment, three (3) weeks vacation with vacation pay in the amount of six (6) percent of wages.
- 18.05 An employee shall be credited with her vacation to be earned in a vacation year at the commencement of each vacation year and shall be entitled to take the allotted vacation throughout the vacation year, but each employee shall be subject to Article 18.06 if vacation has been taken before it is earned.
- 18.06 An employee shall be paid for any earned and unused vacation at the date the employee ceases to be an employee and any amounts paid for unearned vacation taken prior to the employee ceasing employment shall be recovered by the Employer by deduction from the employee's pay.
- 18.07 Employees working in Day Treatment shall take annual vacation during school vacation periods other than when the Employer in its sole discretion agrees otherwise.

- 18.08 “Active employment” for the purposes of Article 18 shall include periods of time when the employee is:
- (a) at work;
 - (b) on vacation, on a paid holiday or on weekends;
 - (c) on paid sick leave;
 - (d) on an authorized leave of absence of thirty (30) calendar days or less;
 - (e) suspended with pay;
 - (f) suspended without pay for a period of five (5) working days or less.
- 18.09 “Active employment” for the purposes of Article 18 does not include periods of time when the employee is:
- (a) absent from work due to illness or injury;
 - (b) on maternity, parental or compassionate care leave in accordance with the provisions of the *Canada Labour Code*;
 - (c) on an authorized leave of absence of greater than thirty (30) calendar days;
 - (d) suspended without pay for any period greater than five (5) working days;
 - (e) on strike or is locked out.
- 18.10 Vacation with pay shall normally be taken in minimum blocks of half shifts.
- 18.11 New employees are not eligible to take vacation during the probationary period.
- 18.12 Vacation entitlement is to be used in the vacation year earned and cannot be carried forward from one (1) service year to the next and cannot be accumulated without the approval of the Executive Director.
- 18.13 Vacation requests shall be submitted by employees by March 1st. Vacation requests submitted by March 1st shall be granted based on seniority and on the staffing and operational needs of the Employer. Vacation requests submitted after March 1st shall be considered when received.

ARTICLE 19 - SICK LEAVE

- 19.01 Paid sick leave refers to any period of time when a permanent full-time or permanent part-time employee is permitted to be absent from work with pay in accordance with this Article due to illness or accident rendering the employee unable to perform the employee’s regular or modified duties. An employee who qualifies for Workplace Safety and Insurance Board benefits is not entitled to collect paid sick leave benefits.
- 19.02 Unpaid sick leave refers to any period of time when an employee is permitted to be absent from work without pay in accordance with this Article due to illness or accident rendering the employee unable to perform the employee’s regular or modified duties.
- 19.03 Paid sick leave credits will be earned by permanent full-time employees who regularly work 32.5 hours per week at the rate of 8.125 hours per month of active employment.

- 19.04 Paid sick leave credits will be earned by permanent full-time employees who regularly work 35 hours per week at the rate of 8.75 hours per month of active employment.
- 19.04B Paid sick leave credits will be earned by permanent full-time employees who regularly work 36 hours per week at the rate of 9 hours per month of active employment.
- 19.05 Paid sick leave credits will be earned by a permanent part-time employee at the appropriate rate referred to in Articles 19.03 and 19.04 and 19.04B multiplied by the full-time equivalent of the part-time position held.
- 19.06 The sick leave year shall be April 1 to March 31.
- 19.07 Subject to Article 19.08 an employee shall be entitled to use paid sick leave credits in advance, up to the maximum that the employee will earn in the current sick leave year.
- 19.08 Any amounts paid for unearned paid sick leave taken in advance shall be recovered by the Employer at the date the employee ceases to be an employee by deduction from the employee's pay.
- 19.09 "Active employment" for the purposes of Article 19 shall include periods of time when the employee is:
- (a) at work;
 - (b) on vacation, on a paid holiday or on weekends;
 - (c) on paid sick leave;
 - (d) on an authorized leave of absence of thirty (30) calendar days or less;
 - (e) suspended with pay;
 - (f) suspended without pay for a period of five (5) working days or less;
 - (g) absent from work and entitled pursuant to the *Canada Labour Code* to accrue paid sick leave credits.
- 19.10 "Active employment" for the purposes of Article 19 does not include periods of time when the employee is:
- (a) absent from work for more than twelve (12) weeks due to a non-work-related illness or injury;
 - (b) on an authorized leave of absence of greater than thirty (30) calendar days;
 - (c) suspended without pay for any period greater than five (5) working days;
 - (d) on layoff;
 - (e) on strike or is locked out.
- 19.11 Unused earned paid sick leave credits may be accumulated by permanent full-time employees who regularly work 32.5 hours per week up to a maximum of ninety seven and one-half (97.5) hours.
- 19.12 Unused earned paid sick leave credits may be accumulated by permanent full-time employees who regularly work 35 hours per week up to a maximum of one hundred and five (105) hours.

- 19.12B Unused earned paid sick leave credits may be accumulated by permanent full-time employees who regularly work 36 hours per week up to a maximum of one hundred and eight (108) hours.
- 19.13 Unused earned paid sick leave credits shall be forfeited at the end of each sick leave year of employment and shall not be paid out at the time of termination, retirement or death.
- 19.14 Subject to Article 19.08 an employee will be allowed to use up to three (3) scheduled shifts per year of the employee's paid sick leave for mental health leave to be taken when an employee is under anxiety or stress, provided, however, that mental health leave shall not be taken in conjunction with vacation leave or other holidays.
- 19.15 Subject to Article 19.08 an employee will be allowed to use up to three (3) scheduled shifts per year of the employee's paid sick leave for the purpose of caring for a dependent family member (spouse, parent, child) or any person living with and dependent on the employee.
- 19.16 An employee who is unable to report for work due to illness or disability shall ensure that she notifies her manager or the manager's designate **prior to the commencement of their shift. In 24 hour facilities this notice shall be** at least two (2) hours prior to the time she was to report for work, wherever possible.
- 19.17 An employee will not be entitled to use paid sick leave:
- (a) during a period of layoff;
 - (b) during a period when the employee is entitled to Workplace Safety and Insurance Board benefits;
 - (c) during a period of leave of absence with or without pay;
 - (d) for any day the employee was not scheduled to work;
 - (e) during a vacation period unless the employee is an inpatient in a hospital or confined to bed under the orders of her physician confirmed in either case by medical documentation acceptable to the Employer;
 - (f) during a suspension without pay; or
 - (g) while on strike or locked out.
- 19.18 The Employer has the right to require an employee to provide proof of illness satisfactory to the Employer from a qualified medical doctor for any paid or unpaid absence due to illness of three or more consecutive scheduled days of work or any absence due to illness where the Employer has notified the employee in advance of the requirement for proof of illness.
- 19.19 Any medical reports or certificates required by the Employer, other than pre-employment medical examination reports, will be paid for by the Employer.

ARTICLE 20 - EMPLOYEE ASSISTANCE PROGRAM

- 20.01 The Employer will provide an Employee Assistance Program for all permanent full-time and permanent part-time employees.
- 20.02 The Employee Assistance Program will assist in linking an eligible employee and/or an eligible family member with an appropriate service provider on a confidential basis.

20.03 Services provided through the Employee Assistance Program at no cost to permanent full-time and permanent part-time employees may include: personal and/or family counseling for anxiety, stress, depression, communication difficulties; referrals; support groups; alcohol and drug dependency counseling and treatment referrals; and crisis intervention.

ARTICLE 21 - INSURED BENEFITS

21.01 The Employer's obligation under Article 21 shall be limited to the payment of the insurance premiums provided for herein.

21.02 In the event of any conflict or inconsistencies between the terms of this Collective Agreement and the terms of the insurance policies provided for herein, the terms of the insurance policies shall prevail.

21.03 The Employer shall pay 50% of the premium costs for the following insurance policies for permanent full-time employees actively at work who are and remain eligible for coverage (according to the terms of the insurance policy) which policies shall provide for 100% reimbursement for eligible expenses incurred by the employee:

- (a) Extended Health (Policy G0023675)
- (b) Dental (Policy G0023675)

21.04 Permanent full-time employees actively at work who are and remain eligible for coverage (according to the terms of the insurance policy) shall pay 50% of the premium costs for the following insurance policies:

- (a) Extended Health (Policy G0023675)
- (b) Dental (Policy G0023675)

21.05 The Employer shall pay 100% of the premium costs for the following insurance policies for permanent full-time employees actively at work who are and remain eligible for coverage (according to the terms of the insurance policy):

- (a) Life Insurance (Policy G0023675)
- (b) Accidental Death or Dismemberment (Policy 9221882)
- (c) Short Term Disability (Policy G0023675)
- (d) Long Term Disability (Policy G0023675).

21.06 For permanent part-time employees the Employer shall pay the percentage of the premium costs for the insurance policies referred to in Articles 21.03 and 21.05 multiplied by the full-time equivalent of the part-time position held while the employee is actively at work and is and remains eligible for coverage (according to the terms of the insurance policy).

21.07 Eligible permanent part-time employees shall pay the percentage of the premium costs for the insurance policies referred to in Articles 21.03 and 21.05 not paid for by the Employer pursuant to the Article 21.06.

21.08 All premiums that are to be paid by the employee shall be deducted from the employee's pay.

- 21.09 “Actively at work” for the purposes of Article 21 shall mean periods of time when the employee is at work, or if not at work, periods of time when the employee is:
- (a) on vacation, on a paid holiday, on a scheduled day off;
 - (b) on paid sick leave in accordance with Article 19;
 - (c) on an authorized leave of absence of thirty (30) calendar days or less;
 - (d) suspended with pay;
 - (e) suspended without pay for a period of thirty (30) calendar days or less;
 - (f) absent from work and entitled pursuant to the *Canada Labour Code* to a continuation of benefit coverage; or
 - (g) on lay off for up to thirty (30) calendar days.
- 21.10 Any claim by an employee for benefits under the benefit plans referred to in Article 21 is a matter solely between such employee and the insurer. Such claims shall not be the subject of a grievance or arbitration under this Collective Agreement.
- 21.11 The Employer shall have the right to select or change any of the carriers in respect of any of the above listed insured benefits provided that in the event that any carrier is changed an equivalent level of benefits will be maintained.
- 21.12 When an employee is absent from work and entitled pursuant to the *Canada Labour Code* to a continuation of benefit coverage, the Employer shall only continue to pay its portion of the premium costs for insured benefit coverage for so long as the employee continues to pay the employee’s portion of the premium cost. Failure by an employee to remit the premium costs one (1) month in advance of the month for which coverage is sought will result in termination of the benefit coverage.
- 21.13 Notwithstanding anything in Article 21, an employee may lose seniority and have her employment terminated in accordance with Article 11.04(h).

ARTICLE 22 – PENSION PLAN

- 22.01 The Employer’s obligation under Article 22 shall be limited to making the pension contributions provided for herein.
- 22.02 In the event of any conflict or inconsistencies between the terms of this Collective Agreement and the terms of the Pension Plan provided for herein, the terms of the Pension Plan shall prevail.
- 22.03 Participation in the Pension Plan (Policy No. RS101571-S0131) shall be mandatory and shall be in accordance with the terms thereof for all permanent full-time employees.
- 22.04 Participation in the Pension Plan is optional for permanent part-time employees after they have completed 24 consecutive months of employment with the Employer provided they meet the eligibility criteria set out in the Pension Plan.
- 22.05 Each employee who participates in the Pension Plan shall contribute, by payroll deduction, an amount equal to 3% of the employee’s annual earnings.

- 22.06 The Employer shall contribute, on behalf of each employee who participates in the Pension Plan, an amount equal to the 3% of the employee's annual earnings.
- 22.07 Additional contributions may be made by an employee in accordance with the terms of the Pension Plan.
- 22.08 A permanent full-time employee or an eligible permanent part-time employee who has opted to participate in the Pension Plan may elect to continue to make employee contributions which the Employer shall match while the employee is:
- (a) absent from work and entitled pursuant to the *Canada Labour Code* to continue to participate in the pension plan;
 - (b) on an authorized leave of absence of thirty (30) calendar days or less;
 - (c) on leave of absence without pay of up to thirty (30) calendar days or less at the discretion of the Employer.
- 22.09 An employee's normal retirement date shall be the first day of the month coincident with or following the employee's 65th birthday.
- 22.10 An employee who is eligible may retire early in accordance with the terms of the Pension Plan.
- 22.11 Any claim by an employee relating to the Pension Plan or pension benefits is a matter solely between such employee and the Pension Plan carrier. Such claims shall not be the subject of a grievance or arbitration under this Collective Agreement.
- 22.12 The Employer shall have the right to select or change the Pension Plan carrier provided that in the event that the carrier is changed an equivalent Pension Plan will be provided by the new carrier.

ARTICLE 23 - LEAVES OF ABSENCE

23.01 General Leave

A leave of absence without pay may be granted to an employee who has completed the probationary period at the discretion of the **Employer**, provided that the absence of the employee will not unreasonably affect the efficient operation of the Employer. Request for such leave shall be made in writing to the employee's Manager and will be copied to the Program Director. A leave of absence without pay may be changed to vacation time at the employee's request. Requests will not be unreasonably denied.

23.02 Bereavement Leave

- (a) In the event of the death of a member of an employee's immediate family, a permanent full-time or a permanent part-time employee is entitled to five (5) scheduled days of work bereavement leave with pay.

- (b) In the event of the death of a member of an employee's extended family, a permanent full-time or a permanent part-time employee is entitled to one (1) scheduled day of work bereavement leave with pay.
- (c) In the event of the death of a member of an employee's immediate family, a casual, sponsored or contract employee is entitled to bereavement leave with pay on the employee's scheduled days of work that occur during the three calendar days immediately following the death.
- (d) In the event of the death of a member of an employee's extended family, a casual, sponsored or contract employee is entitled to bereavement leave with pay on one of the employee's scheduled days of work, if any, that occurs during the three calendar days immediately following the death.
- (e) An employee may request additional bereavement leave without pay.
- (f) For the purposes of bereavement leave entitlement, "a member of an employee's immediate family" is defined to mean:
 - (i) the employee's spouse or common-law partner;
 - (ii) the employee's father and mother and the spouse or common-law partner of the father or mother;
 - (iii) the employee's children and the children of the employee's spouse or common-law partner;
 - (iv) the employee's grandchildren;
 - (v) the employee's brothers and sisters;
 - (vi) the grandfather and grandmother of the employee;
 - (vii) the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and
 - (viii) any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.
- (g) For the purposes of bereavement leave entitlement "extended family" is defined to mean:
 - (i) the employee's niece or nephew;
 - (ii) the employee's son or daughter in-law;
 - (iii) the employee's brother or sister in-law; and
 - (iv) the employee's aunt or uncle.
- (h) For the purposes of bereavement leave entitlement "common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one (1) year, or who had been so cohabiting with the individual for at least one (1) year immediately before the individual's death.

23.03 Maternity, Parental and Compassionate Leave

The Employer will grant maternity, parental and compassionate leave without pay in accordance with the *Canada Labour Code*.

23.04 Jury Duty and Court Witness Leave

If a permanent full-time or permanent part-time employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law as a witness (other than when the proceeding is a non-work-related proceeding in which the employee is an affected party), that employee shall not lose regular pay, benefits or seniority because of such attendance, provided that the employee:

- (a) notifies the Employer immediately when the employee receives notification that she/he will be required to attend court;
- (b) presents proof of service of documentation requiring the employee's attendance;
- (c) repays the amount other than expenses paid to the employee for such services or attendance to the Employer; and

resumes performance of her regular duties during any reasonable period when she is not required to be in attendance.

23.05 Education Leave

- (a) In an effort to provide permanent full-time and permanent part-time employees with the opportunity to further their education and qualifications and with a view to building capacity among employees, the Employer may in its sole discretion grant either permanent full-time or permanent part-time employees educational leave without pay to an employee who has been employed by the Employer for not less than two (2) continuous years. Such leave will not unreasonably be denied.
- (b) Application for educational leave shall be made in writing to the employee's Manager and will be copied to the Program Director.
- (c) Full Time Educational Leave

The Employer may in its discretion grant an educational leave of absence without pay where an employee requests an educational leave of absence. An educational leave is defined as a leave of absence to pursue a program of study, the successful completion of which will result in an upgrading of the employee's qualifications or performance skills relevant to the work of the employee at the Agency.

(d) Part-Time Educational Leave

Where participation by an employee in an educational program is pre-approved by the Employer, the Employer may in its sole discretion:

- (i) grant educational leave without pay during an employee's regularly scheduled hours of work for the purpose of allowing the employee to take courses, seminars or training programs; or
- (ii) grant time off without pay for the purpose of writing required examinations.

ARTICLE 24 - WAGE RATES AND CLASSIFICATIONS

24.01 The wage grids and classifications for permanent full-time and permanent part-time employees are attached hereto as Wage Schedules A, B, C, D and E and form part of this Collective Agreement.

24.02 Placement of a permanent full-time or permanent part-time employee on the appropriate wage grid at the time of hire is solely within the discretion of the Employer.

24.03 A permanent full-time employee will progress from one step to the next step on the appropriate wage grid after each 12 months of active employment in the employee's current classification or in any classification to which the employee is subsequently temporarily transferred until the employee reaches the maximum step on the appropriate grid.

24.04 A permanent part-time employee will progress from one step to the next step on the appropriate wage grid after each 1820 hours worked in the employee's current classification or in any classification to which the employee is subsequently temporarily transferred until the employee reaches the maximum step on the appropriate wage grid.

24.05 Casual employees will be paid in accordance with Wage Schedule E attached hereto and forming part of this Collective Agreement.

24.06 The Employer shall have the sole discretion to determine the appropriate rate of pay for contract employees, provided that a contract employee will be paid at a rate on the appropriate wage grid for the job classification for which the contract employee is hired. A contract employee shall progress from one step to the next step on the appropriate wage grid after each 12 months of active employment in the contract position.

24.07 A sponsored employee shall be paid in accordance with the terms of the sponsorship agreement.

24.08 The Employer shall pay employees by direct deposit bi-weekly in accordance with the wage grids set out in Wage Schedules A, B, C, D and E attached hereto and forming part of this Collective Agreement.

24.09 "Active employment" for the purposes of Article 24 shall have the same meaning as "active employment" as defined in Article 18.08 and Article 18.09.

- 24.10 If a new classification is created or if an existing classification is substantially changed, the Employer shall notify the Union and the parties shall meet within thirty (30) calendar days to negotiate the salary range for the new or revised classification. If the parties fail to agree on the new rate, the Employer shall set the salary subject to the right of the Union to refer the matter to arbitration.
- 24.11 An employee who is temporarily transferred by the Employer to a classification with a lower hourly rate will continue to be paid at the employee's hourly rate in her home position held immediately prior to the temporary transfer. The Employee will progress from one step to the next on her home wage grid in accordance with Articles 24.03 and 24.04.
- 24.12 An employee who is temporarily transferred either by the Employer or as a result of applying for a posting to a classification with a higher hourly rate shall be paid for all hours worked in the higher paid classification at the hourly rate for the first step on the wage grid for the higher paid classification that exceeds the employee's hourly rate in her home position. The Employee will progress from one step to the next on the new wage grid in accordance with Articles 24.03 and 24.04.
- 24.13 An employee who is transferred to a classification with a lower hourly rate on a temporary or permanent basis as a result of applying for a posting or to avoid layoff shall be paid for all hours worked in the new classification at the hourly rate for the same grid level in lower paid classification as the grid level at which the employee was paid on the grid for her previous classification. The Employee will progress from one step to the next on the new wage grid in accordance with Articles 24.03 and 24.04.
- 24.14 When the grid level of an employee to whom Article 24.13 applies is capped due to education level, that employee will be paid for all hours worked in the new classification a grid level which credits the employee with the greater of the following:
- (a) the sum of:
 - a. one grid level for each year of employment prior to March 31, 2006 since the employee's most recent date of hire as a permanent full-time; plus
 - b. one grid level for each 12 months of active employment after April 1, 2006
 - (b) the employee's current grid level.

ARTICLE 25– MISCELLANEOUS PROVISIONS

- 25.01 The Employer and the Union agree to share equally the cost of reproducing this Collective Agreement and shall agree, in advance, to the format and the number of copies required.
- 25.02 The Employer will pay a kilometre allowance of \$.45 per kilometer effective the date of ratification by the Union and the Board of Directors when an employee is authorized and required by the Employer to use the employee's vehicle for Employer business.

- 25.03 Employees are required to obtain and maintain a minimum of one million dollars (\$1,000,000.00) of liability insurance coverage on personal vehicles used for employer business. The employee must file an endorsement to this effect annually with the Employer.
- 25.04 The Employer will pay pre-approved accommodation and transportation expenses incurred by an employee when traveling out of town on Employer business upon presentation of receipts.
- 25.05 The Employer will pay the following meal allowances when an employee is required to travel outside the employee's assigned work area: breakfast - \$8, lunch - \$12, and dinner - \$22.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

Signed this 16th day of November 2010.

For the Union

For the Employer

Candace Lavalley

Helen Eaton

Marvin Pupeza

Amy Wrigley

Sharon Wasilewski

Marcella Kudaka

Crystal Ray

Tina Bennett

Donald Auger

SCHEDULE: A

Classification Groups Working 32.5 Hours/Week

A1	A2
A3	A4
CW1	CW2
CW3	CW4
T1	T2
T3	H2
H3	H4
H5	H6
C7	CW8

SCHEDULE: B

Classification Groups Working 35 Hours/Week

T5	T7
T8	T10
T11	H6
H1	A5
H7	

SCHEDULE: C

Classification Groups Working an Average of 35 Hours/Week

CW5
T4
T6
T9

SCHEDULE: D

Classification Groups Working 36 Hours/Week

CW6

SCHEDULE: D

Elders – Terms of Reference (Article 9 – Step 5)

Qualifications of an Elder

1. To qualify as an elder for the purposes of selection under Article 9, Step 5, a person must be acknowledged as a person of aboriginal decent, having qualities that include one or more of the following:
 - (a) A spiritual leader;
 - (b) A community leader;
 - (c) Expertise or experience in employment or labour relations.
2. Individuals will not be eligible for selection as an Elder under Article 9, Step 5 if the individual is:
 - (a) an employee of the employer;
 - (b) a member of the employer's Board of Directors;
 - (c) a chief or band council member of any of the employer's affiliated First Nations;
 - (d) a representative or executive member of the union.

Selection and Role of the Elders

1. Elders will be selected by the employer and the union in accordance with Article 9, Step 5 of the collective agreement and will be listed in Schedule: D of the collective agreement. Employees will have the option of selecting any such elder, other than an elder who is related to the employee, to provide wisdom, guidance and assistance in resolving grievances.
2. Elders will apply their experience, values and beliefs to facilitate grievances through a non-binding dispute resolution process.

Process

1. The elder shall be provided with a copy of the Grievance form and any responses and documents provided during the grievance process.
2. The elder shall have discretion to select the process to be used and shall inform the employer and the union of that process no less than 30 days in advance of the date set for the meeting with the Elder.
3. The employer and the union will work collaboratively to provide the elders with training relating to the terms of the Collective Agreement and dispute resolution options.

Compensation

The Union and the Employer shall each be responsible for one-half of the following:

- (a) An honorarium in the amount of \$250.00 per half day and \$500.00 per full day, at the option of the Elder;
- (b) Fees and expenses of the Elder.

SCHEDULE: D

Elders – Terms of Reference (Article 9 – Step 5) (continued)

List of Elders:

- Agnes Hardy
- Ron Morriseau
- Vera McCullum
- Gilbert Legarde
- Roy Michano
- Raymond Neckoway
- Isabelle Mercier
- Milton Wawia

LETTER OF UNDERSTANDING

Between:

DILICO ANISHINABEK FAMILY CARE

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-O-1

RE: Modified Hours of Work Schedules

1. The parties agree that the following modified hours of work schedules are incorporated into and form part of this Collective Agreement:
 - a. Assessment Brief Treatment Unit – Child and Youth Workers and Child and Youth Workers - Team Leaders (Day / Evenings)
 - b. Assessment Brief Treatment Unit – Night Youth Workers
 - c. Adult Treatment Centre – Evening / Weekend Attendants
 - d. Adult Treatment Centre – Night Attendants
 - e. After Hours Alternative Care
 - f. Residential Workers
2. The parties agree that any of the above-noted schedules may be changed during the term of this Collective Agreement with the consent of both parties.

RATIFIED AT THUNDER BAY, ONTARIO THE 16TH DAY OF NOVEMBER, 2010

DILICO ANISHINABEK
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C. LAVALLEY
M. PUPEZA
S. WASILEWSKI
C. RAY

LETTER OF UNDERSTANDING

Between:

DILICO ANISHINABEK FAMILY CARE

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-O-1

RE: General Holidays

1. The parties agree that Article 17.03 shall not apply to any employee whose regularly scheduled days of work may include Saturdays or Sundays (hereinafter referred to as “continuous operations employees”). For continuous operations employees the General Holidays listed in Article 17.01 will be observed on the calendar day on which the General Holiday falls and the deeming provisions of Article 17.03 shall not apply.

To further clarify the intent of the parties, it is agreed that for continuous operations employees who work on the calendar day of the General Holiday, they shall be paid in accordance with Article 17.04. It is further agreed that continuous operations employees shall receive their regular rate of pay for working on a day deemed pursuant to Article 17.03 to be the General Holiday for all other employees.

2. Articles 17.04 and 17.05 shall be amended to read “. . . at a mutually agreeable time. Effective April 1, 2008, an employee is allowed to have a maximum of 4 general holiday days in their General Holiday bank. Each employee is to ensure that by March 31, 2008, there are no more than 4 general holidays in their General Holiday bank.”

RATIFIED AT THUNDER BAY, ONTARIO THE 16TH DAY OF NOVEMBER, 2010

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LETTER OF UNDERSTANDING

Between:

DILICO ANISHINABEK FAMILY CARE

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COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-O-1

RE: Stat In Lieu Days Clarification

1. Stat in lieu days earned for working a stat holiday will be taken within 2 months of the stat holiday worked.
2. An employee who is on-call for a designated stat (i.e., Monday for Saturday) that has occurred on the Saturday or Sunday will receive a day off in lieu for being on-call for the designated stat plus the on-call weekday rate.
3. An employee who is on-call for the regular stat holiday which has occurred on the Saturday or Sunday will receive a day off in lieu plus the on-call weekend/holiday rate.
4. If more than ½ the shift is on the stat holiday, the employee will receive stat pay for the entire shift, and get hours off in lieu. If less than half the shift is on a stat, the employee will not receive the stat day rate. (Article 17.04) This does not apply to casual employees. Casuals receive hour for hour compensation as per the Canada Labour Code.
5. Where an employee works 50% of their shift on a stat and 50% on a regular day the employee will receive stat pay for the full 12 hours shift provided the shift begins on the stat. If the shift begins before the stat the employee receives regular pay for the full shift. For example, if January 1 is on Saturday, and the employee starts her 12 hours shift at 6 pm on Saturday, they get paid 12 hours at the stat rate pay. If the stat is on Sunday, and the employee's shift is from 6 pm Saturday to 6 am Sunday, they get paid at straight time, with no time in lieu for the stat.
6. If an employee calls in sick prior to a shift occurring on a stat or the designated stat for which the employee is scheduled, the employee is entitled to take a stat day at some other point in time.
7. The on-call stat in lieu day is granted when the employee begins the on-call shift on the actual stat or designated stat. It is not granted if an employee begins the on-call shift on the day before the stat or designated stat.

8. Examples of employees working on a stat:

	Saturday	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday
	X-Mass	Boxing Day					
1		X	X	X	X	X	
2	X	X	X	X	X		
3			X	X	X	X	X

Employee 1 is regularly scheduled to work Sunday to Thursday. Employee 1 would receive pay in accordance with Article 17.04 for Boxing Day, and Article 17.05 would apply to Christmas Day. The employee would receive her regular rate of pay for the Monday and Tuesday.

Employee 2 is regularly scheduled to work Saturday to Wednesday. Employee 2 would receive pay in accordance with Article 17.04 for both Christmas Day and Boxing Day. The employee would receive her regular pay for Monday and Tuesday.

Employee 3 is regularly scheduled to work Monday to Friday. Article 17.03 applies to her. If she works Monday or Tuesday, Article 17.04 applies to her.

RATIFIED AT THUNDER BAY, ONTARIO THE 16TH DAY OF NOVEMBER, 2010

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LETTER OF UNDERSTANDING

Between:

DILICO ANISHINABEK FAMILY CARE

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-O-1

RE: After Hours Child Welfare Services

1. The employer requires qualified employees working in child welfare to provide on-call services effective March 5, 2007 in accordance with Article 16.10(a).
2. The On-Call Service Schedule reflects two, after hour mandatory on-call services, Child Protection Services and Alternative Care Services.
3. The Alternative Care on-call service hours of coverage are as follows:

Weeknights:	Monday to Friday	4:30 pm to 9:00 am
Weekends:	Saturday to Sunday	9 am to 9 am
Weekends:	Sunday to Monday	9 am to 9 am
4. Alternative Care Services on-call service rates of pay are as follows:

Weeknights:	Monday to Friday	\$80.00 (Eighty Dollars) per shift
Weekends:	Saturday to Sunday	\$125.00 per shift (One hundred twenty-five dollars) per shift
5. There are no changes in the hours of service for the on-call Protection Services.
6. There are no changes in the rate of pay for the on-call Protection Services.
7. The back-up supervisor rotation for on-call is voluntary for employees who meet minimum criteria as determined by the employer. For the employee to be eligible for the back-up supervisor on-call rotation, the employee must have at a minimum two years of front line child welfare service experience and be in good standing with the organization. The back-up supervisor rate is \$350.00 (Three hundred fifty dollars) per week.

8. In the event a difference of opinion arises between an employee who is the scheduled supervisor for the on-call rotation, and on-call employee, attempts will be made to contact the manager for on-call to make a determination. In the event the manager for on-call cannot be contacted the supervisor for on-call has the authority to make a decision which will be reviewed by the manager for on-call as soon as possible. It is understood that if a bargaining unit employee is the supervisor for on-call and issues arise between the supervisor for on-call and the employee for on-call there will be no grievance filed between two bargaining unit employees.
9. The employer further agrees to provide training to staff who are new to the on-call services as soon as can be arranged.
10. The on-call stat in lieu day is granted when the employee begins the on-call shift on the actual stat or designated stat. It is not granted if an employee begins the on-call shift on the day before the stat or designated stat.

RATIFIED AT THUNDER BAY, ONTARIO THE 16TH DAY OF NOVEMBER, 2010

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LETTER OF UNDERSTANDING

Between:

DILICO ANISHINABEK FAMILY CARE

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-O-1

RE: Relocation of Mobert Office to Marathon

1. The Mobert office has been relocated to Marathon. The office hours for the Marathon office will be consistent with other district office locations. Therefore Article 15.04(b) of the collective agreement will no longer apply to the permanent full-time employees listed under Schedule (A) of the collective agreement who will be assigned to work out of the Marathon office.
2. For those employees who continue to be assigned to work out of the Mobert location Article 15.04(b) continues to apply.
3. Permanent full-time employees working out of the Marathon office shall have a one (1) hour unpaid lunch break in accordance with Article 15.04(a) of the collective agreement.

RATIFIED AT THUNDER BAY, ONTARIO THE 16TH DAY OF NOVEMBER, 2010

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LETTER OF UNDERSTANDING

Between:

DILICO ANISHINABEK FAMILY CARE

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-O-1

RE: General Wage Increases

The existing wage schedules will be increased by 3% and new wage schedules will apply for the period from April 1, 2009 to March 31, 2012. Effective the date of ratification employees will be paid their rate of pay on the new wage schedules. In lieu of retroactive pay from April 1, 2009 to the date of ratification, all employees employed at the date of ratification will receive a lump sum payment, less statutory deductions, based on the following scale:

- Employees whose hire date is prior to December 1, 2009 - \$1000
- Employees whose hire date is between December 1, 2009 and April 30, 2010 inclusive- \$750
- Employees whose hire date is between May 1, 2010 and August 31, 2010 inclusive – \$500
- Employees whose hire date is between September 1, 2010 and date of ratification inclusive - \$250

RATIFIED AT THUNDER BAY, ONTARIO THE 16TH DAY OF NOVEMBER, 2010

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LETTER OF UNDERSTANDING

Between:

DILICO ANISHINABEK FAMILY CARE

And

COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF CANADA
AND ITS LOCAL 7-O-1

RE: Dilico Intranet

The union will be allowed to post notices relating to union meetings only on the Dilico intranet. The notices will need to be approved by the Director of Human Resources prior to posting and will be posted to the intranet by the HR Executive Assistant. If the intranet is non-operational or discontinued the employer is not obligated to maintain union meeting notices tab.

RATIFIED AT THUNDER BAY, ONTARIO THE 16TH DAY OF NOVEMBER, 2010

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Letter of Understanding

Between

Dilico Anishinabek Family Care and
Communications, Energy and Paperworkers Union of Canada
Local 7-0-01

Re: Modified Hours of Work : Access Program

The Parties agree that due to the nature of the work in the Access Program the Access Workers will work a modified work schedule averaging 65 hours in a two week period

Dated this 19th day of March, 2011

Helen Eaton

Dilico Anishinabek Family Care

Candace Lavalley

Communications, Energy and Paperworkers
Union of Canada, Local 7-O-01

Letter of Understanding

Between

Dilico Anishinabek Family Care and
Communications, Energy and Paperworkers Union of Canada
Local 7-0-01

RE. Vacation Scheduling at ABTRS

The Parties agree to the following:

Amend the collective agreement to include as an addition to 18.07 the following;

Employees working in the Assessment and Brief Treatment Residential Services (ABTRS) shall take annual vacation during the summer shutdown period of up to three or four weeks during July and/or August other than when the Employer in its sole discretion agrees otherwise. The Employer will advise the Employees by February 15th of each year the duration and dates of the summer shutdown period.

Helen Eaton

Dilico Anishinabek Family Care

Candace Lavalley

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