

COLLECTIVE AGREEMENT

BETWEEN

WILLIAM W. CREIGHTON YOUTH SERVICES
(hereinafter called the “Employer”)

And

**CANADIAN UNION OF PUBLIC EMPLOYEE’S AND ITS
LOCAL 3367**
(hereinafter called the “Union”)

Term of Agreement: April 1, 2016 to March 31, 2019

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THIS AGREEMENT made this 15th day of April, 2016

BETWEEN:

WILLIAM W. CREIGHTON YOUTH SERVICES

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3367

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

ARTICLE 1 – PURPOSE

- 1.01 It is the purpose of this Agreement to maintain and improve harmonious relations and establish conditions of employment between the Agency and the Union; to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, service, etc.; to encourage efficiency in operations; all of which is subject to the fulfilling of the objectives of the Agency.
- 1.02 It is recognized that employees covered by this Agreement and the Agency undertake to proactively work together towards the common objective of providing the best possible service to the children, families and communities whom the Agency serves.

ARTICLE 2 – RECOGNITION

- 2.01 The Agency recognizes the Canadian Union of Public Employees and its Local 3367 as the sole and exclusive bargaining agent of all employees of William W. Creighton Youth Services save and except Finance Clerk, Supervisor, persons above the rank of Supervisor and persons covered by any other collective agreement.
- Employees not covered by the terms of this collective agreement will not work in jobs which are normally performed by employees covered by this agreement, except for the purposes of instruction, and in cases of emergencies.
- 2.02 The following terms wherever used herein shall, unless the context otherwise requires, have the following meanings:
- (a) **AGENCY** shall mean William W. Creighton Youth Services.

- (b) **FULL-TIME EMPLOYEE** is a permanent employee who is regularly scheduled for more than 24 hours per week and has completed his/her probationary period.
- (c) **PART-TIME EMPLOYEE** is a permanent employee who is regularly scheduled for 24 hours per week or less and has completed his/her probationary period.
- (d) **DEPARTMENT 1** shall be those bargaining unit positions that include office and clerical.
- (e) **DEPARTMENT 2** shall be those bargaining unit positions that are not included in **DEPARTMENT 1**.
- (f) **SUPPLY EMPLOYEE** is an employee who is called in as required by the Agency. This employee will accrue seniority on a pro rated basis. A Supply Employee will accrue seniority on a separate seniority list. If within 12 months of finishing a supply position the Supply employee is hired on a permanent basis, they will have the accrued seniority off the separate seniority list added to their permanent seniority after they have completed their probationary period. For the purposes of this clause, 2080 hours worked will equal one year of seniority.
- (g) **SPOUSE** the term spouse in this collective agreement will include a common law relationship without a child of more than 12 months duration, or with a child of more than 3 months duration, and same sex spouse relationships of 12 months duration or longer.
- (h) **WORK DAY** for the purposes of the grievance procedure shall mean Monday to Friday.
For the purposes of this collective agreement, other than grievance procedure, shall mean a scheduled work day.
- (i) **REST PERIOD**
8 Hour Employee – An employee will be granted a fifteen (15) minute rest period in each half of each shift as near to the mid-point of the half shift as possible.

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

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

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

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

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

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

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

ARTICLE 3 – GENERAL

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

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

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

3.04 Access to Personnel File

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

3.05 Adverse Reports

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

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

3.07 Board Meeting Minutes

Copies of Board Meeting Minutes will be forwarded to the Union as they are approved.

ARTICLE 4 – DISCRIMINATION

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

4.02 It is further agreed that there shall be no discrimination against employees, with regard to employment because of race, colour, creed, nationality, family status, ancestry, place of origin, physical and or mental disability, ethnic origin, citizenship, marital status, political affiliation, sex, age, (as defined in the Employment Standards Act and the regulations there-under), Union membership sexual orientation, or place of residence.

ARTICLE 5 – MANAGEMENT RIGHTS

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

1. Maintain order, discipline, efficiency and to establish and enforce rules and regulations governing the conduct of employees, which rules and regulations, shall not be inconsistent with the terms of this collective agreement, are primarily designed for the safety and welfare of the employees, the economy of the operation and protection of the Agency's property and the welfare of the public.
2. Hire, transfer, promote, demote, lay-off, recall, assign duties and to suspend, discipline, or discharge any employee for just and reasonable cause,

provided that a claim by an employee when they have been unjustly dealt with on any of the foregoing items, will be the subject of a grievance and dealt with under Article 10, Grievance Procedure.

- 5.02 The Agency shall not exercise its right to direct the working force in a discriminatory manner, nor shall these rights be used in a manner which would deprive present employees of their employment, unless through just cause; subject to the terms of the agreement.
- 5.03 All matters concerning the operation of the Agency, not dealt with herein, shall be reserved for the Agency.
- 5.04 In all possible disciplinary meetings, the Agency will inform the employee of their right to Union representation of the employee's choice.

ARTICLE 6 – CHECK-OFF/UNION SECURITY

- 6.01 As a condition of employment, all bargaining unit employees shall become and remain members in good standing of the Union, upon their first day of hire with the Agency. The Agency shall provide to the Union the name, address and phone number of any new employee within three (3) weeks of that employee's hiring. An updated list of the membership shall be provided every six (6) months.
- 6.02 The Agency will deduct from the wages of the bargaining unit members any initiation fees, dues or assessments levied in accordance with the CUPE Union Constitution and By-laws.
- 6.03 At the end of each calendar month and prior to the last day of the following month, the Agency shall remit to the National Secretary-Treasurer of the Union, the total of the deductions made. The cheque shall be accompanied

by a list of the names, addresses, classifications and hours worked of all bargaining unit members.

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

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

ARTICLE 7 – UNION-MANAGEMENT COMMITTEES

7.01 Labour Management Committee

There shall be a Labour-Management Committee composed of three (3) representatives of the Union and three (3) representatives from the Agency. The function of the committee shall be to discuss matters of mutual concern to the parties, but it is agreed and understood that the Committee will not discuss grievances.

The Committee shall meet on an as needed basis at a time convenient to the parties. The Union and Employer shall alternate in acting as Chairperson of these meetings. Meeting minutes shall alternate between the Employer and Union Representatives. Meeting minutes shall be drafted and forwarded to the Committee within fifteen (15) working days. It is understood that the Union Committee members will be paid for the time spent at such meetings during their regularly scheduled working hours.

7.02 Negotiating Committee

The Agency shall recognize a Union Negotiating Committee composed of not more than four (4) employees three (3) Full-time/part-time and one (1) clerical) to deal with the negotiations of this collective agreement, and will be

paid for the time spent at such meeting during their regularly scheduled working hours.

7.03 The Union shall advise the Agency of the Union Representatives serving on all Committees. It is agreed to by the parties that any Union Committee may have the assistance of a CUPE National Representative in attendance at any Union Committee meeting with the Agency, including negotiations.

7.04 Joint Occupational Health & Safety Committee

- (a) The Employer and the Union shall abide by all regulations made under the Occupational Health and Safety Act, as amended.
- (b) The Employer and the Union agree to mutually work together to maintain a safe working environment for all Employees, and to address in a timely manner any conditions that may be hazardous to the health and safety of all Employees. The Employer and the Union recognize that the physical and psychological health and safety of its employees is of primary importance and that the safety of workers is a shared responsibility.
- (c) A Joint Occupational Health and Safety Committee shall be established which is composed of an equal number of Management and Union representatives. The Committee shall advise and bring forth the awareness of safety issues; recognize workplace risks and then forward recommendations onto the Employer. The Committee shall conduct regular workplace inspections and investigate work refusals and serious accidents, inclusive of incidents of violence. The Joint Occupational Health and Safety Committee shall hold meetings on a regular basis, but no less than on a quarterly. The Committee shall maintain minutes of all meetings which shall be posted and copied to the Union and the Employer.

- (d) Time spent in Committee meetings and or investigations by Union Health and Safety representatives shall be considered as time worked at no loss of earnings or benefits to the Employee(s).
- (e) There shall be at least two (2), Union representatives who will be certified workers as defined under the Occupational Health and Safety Act.
- (f) The Employer shall provide orientation and training in Health and Safety to new and current employees on an ongoing basis and employees shall attend required Health and Safety training sessions.
- (g) The JOHSC will review the Workplace Violence and Harassment Policy annually and provide recommendations to Management to reduce or eliminate the risk of violence and or harassment; domestic or otherwise.
- (h) Joint Occupational Health & Safety Terms of Reference can be found in the Agency's Health and Safety Manual.
- (i) Workplace Violence and Harassment Policy can be found in the Agency's Health and Safety Manual.

ARTICLE 8 – UNION BUSINESS

- 8.01 The Executive Director will grant a leave of absence to Union employees selected or appointed by the Union to attend Union functions. Union functions shall include: attending union training or as a delegate at conferences/conventions; or other union business in connection with the administration of the Collective Agreement. The salary and benefits of an employee on Union leave will continue uninterrupted during his/her absence

and shall be reimbursed by the Union. Those employees selected shall not lose seniority for the period that they are absent from work on the leave.

Requests for such leaves shall be submitted at least two (2) weeks in advance of the leave whenever possible. If requests for such leave are not submitted two (2) weeks in advance, the Agency may still grant the leave of absence if the employee involved provides a reason for the lack of notice satisfactory to the Agency. Save and except for consideration of program needs, no union leaves to attend to Union Business shall be denied.

ARTICLE 9 – STEWARDS

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

9.02 A Steward or his/her designate of the Union shall be given an opportunity to interview each new employee during the new employee's initial orientation period and within regular working hours without loss of pay for a maximum of thirty (30) minutes, for the purpose of acquainting the new employee with the benefits and duties of membership.

The union and its members shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have reasonable access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

9.03 The Stewards or elected official selected shall constitute the Union Grievance Committee. The Union acknowledges that the Stewards or elected official will not leave their regular duties with the Agency without first arranging for time off with their Supervisor. A Steward or elected official and

the grievor will be paid at the regular hourly rate for all time spent away from regularly scheduled work to attend meetings with the Agency in the grievance procedure and to attend discipline meetings.

ARTICLE 10 – GRIEVANCE PROCEDURE

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

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

Step 1

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

Step 2

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

shall within ten (10) working days, render his reply to the Union Steward in writing following the date of the Step 2 meeting.

Step 3

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

- 10.03 The grievor has the right to attend any or all steps of the grievance and arbitration procedures. The grievor may be accompanied by a Shop Steward during Step 1 of the grievance procedure. The grievor shall be accompanied by the Shop Steward during Step 2 of the grievance procedure, and by the Shop Steward and Chief Steward or President during Step 3 of the grievance procedure.
- 10.04 If the parties are unable to resolve the grievance, the Union or the Agency may refer the matter to Arbitration.
- 10.05 The time limits fixed in both the grievance and arbitration procedure may be extended by confirmation in writing of the parties to this agreement.
- 10.06 The Union may have the assistance of a National CUPE representative at any stage of the grievance and arbitration procedure, provided there is not any financial cost to the Agency

10.07 Agency Policy Grievance/Union Policy Grievance

- (i) A complaint or grievance arising directly between the Agency and the Union concerning the interpretation, application or alleged violation of the Agreement may be submitted in writing by either party within ten (10) working days following the circumstances giving rise to the complaint or grievance.

- (ii) Union grievances will be submitted to the Executive Director or to his/her designate. If such a grievance cannot be resolved within ten (10) working days, by discussion between the Agency and the Union, such grievances may be referred to arbitration under Article 11 of this Collective Agreement.

- (iii) Agency grievances will be submitted to the Local's President or to his/her designate. If such a grievance cannot be resolved within ten (10) working days, by discussion between the Union and Agency, such grievances may be referred to arbitration under Article 11 of this Collective Agreement.

ARTICLE 11 – MEDIATION – ARBITRATION

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

If a grievance is unresolved after Step 3 and prior to applying to arbitration, either party may, with the consent of the other party, request the assistance of a Mediator. The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding Step 3 above, the parties may, upon mutual agreement, engage the services of a Mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the Mediator.

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

Failing agreement between the Union and the Agency within thirty (30) working days, as to a sole arbitrator to be appointed, either party may refer the matter, within four (4) working days thereafter, to a Board of Arbitration composed of three (3) members, and either the Union or the Agency may inform the other in writing of its desire to submit the matter to arbitration by a three- person Board, and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice, shall, within thirty (30) working days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within thirty (30) working days of the appointment of the second of them, appoint a third person who shall be Chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

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

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

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

11.02 Time Limits

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

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

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

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

11.03 Authority of Arbitration Board

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

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement, nor to give any decision inconsistent with

it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Executive Director and the Union.

11.04 Compensation of Arbitration Board

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

11.05 Place of Hearing

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

11.06 Agreements During Grievance Procedure

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

11.07 Discharge/Suspension Grievance

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

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

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

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

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

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

- (a) Qualifications including required knowledge, education, ability and skills;
- (b) Length of continuous service. (Seniority)
- (c) Internal applicants may choose to use points from a previous interview (within classification) within a year of that interview. It is the employee's responsibility to identify their intent upon application. For the purpose of this article, classifications of Youth Worker A, B and Attendance Centre shall be considered equal.

(d) Internal applicants have the option of a union representative (steward or executive) as an observer in the interview.

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

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

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

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

12.07 An employee who is promoted to a higher rated classification shall be placed in a salary level no lower than one level below the level that the employee currently holds.

12.08 Transfers Within Classifications

- (i) The Agency agrees that at the time of posting a vacancy in a classification as under 12.01, employees in the classification as set out in Schedule "A" wishing a transfer to another facility shall indicate in writing to the Executive Director and a copy of the request to be placed in the employee's file. For clarification and specific to this clause, classification shall be limited to Youth Worker A, Youth Worker B, Attendance Centre Worker, Caseworker, and Social Worker.
- (ii) The Agency shall apply the requirements of Article 12 when transferring an employee under this clause.
- (iii) The Union agrees that a vacancy created by the transfer of an employee through this clause will not have to be posted permanently until such time that the transferred employee has completed his/her trial period as per Article 12.04.

12.09 Contract Positions

When a new contract position is available (excluding specially funded positions e.g. IRCS) it shall be posted and awarded as per the collective agreement.

If a contract covering a permanent position within a classification ends and the person in that contract has more seniority, they shall have the option to displace the person with the least seniority, currently in a contract.

At all times program needs/requirements with male/female compliment will be considered.

ARTICLE 13 – PROBATIONARY PERIOD

- 13.01 Prior to entering their probationary period, all new hires shall successfully complete a Creighton sponsored PMAB Certification Course. This course will be offered without charge and will not be considered paid work. Once the employee has completed two hundred (200) hours including PMAB and their orientation they shall receive a one-time payment equivalent to sixteen (16) hours pay at their current rate.
- 13.02 A newly hired full-time employee of the Agency shall be on probation only for the first six (6) months of his/her employment. During the probationary period, the employee shall be entitled to all working conditions, wages and fringe benefits as identified in the agreement. After completion of the probationary period, seniority shall be effective from the original date of employment.
- 13.03 In the discharge of a probationary employee, the Agency shall take into account whether the standards expected were reasonable and whether the employee was notified of them.
- 13.04 Dismissal of any probationary employee shall not be a grievance item.
- 13.05 A newly hired part-time or supply employee of the Agency shall be on probation only for the first 1040 hours worked. During the probation period the employee shall be entitled to all working conditions, wages, fringe benefits of the Collective Agreement.

ARTICLE 14 – SENIORITY

- 14.01 Seniority shall operate on a Departmental basis. The departments are:
DEPARTMENT 1: employees in bargaining unit positions that include office and clerical.
DEPARTMENT 2: employees in bargaining unit positions that are not included in Department 1.
- (a) Seniority for permanent full-time employees is defined as the length of continuous service in the bargaining unit and shall include service with the Agency prior to certification or recognition of the Union.
 - (b) Seniority for permanent part-time employees, supply employees and any employees other than permanent full-time employees noted in (a) above shall be based on hours worked. Seniority shall be calculated in the following manner:
35 hour/week positions – 1 year equals 1820 hours
40 hour/week positions – 1 year equals 2080 hours.
 - (c) All bailiff hours shall count towards an individual's seniority.
 - (d) All employees will be entitled to obtain no more than one year of seniority in a calendar period.
 - (e) All overtime hours will be offered first to full-time employees by seniority within their program.
- 14.02 The Agency shall maintain two seniority lists (one for Department 1 and one for Department 2) showing the current classifications and the date upon which each full-time employee's service commenced. Permanent Part-time, supply and any employee other than full-time shall have his/her seniority shown as years and hours worked as determined in clause 14.01 (b). When two or more employees commence work on the same day, the greater seniority shall be given to the employee with the earliest date of application for employment. An up-to-date seniority list for full-time employees shall be sent to the Union and posted on the Union's bulletin board in January of

each year. Up-to-date part-time seniority lists shall be sent to the Union and posted on the Union's bulletin boards twice per year – January and July.

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

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

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

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

- (a) he/she is discharged for just cause and is not reinstated;
- (b) resigns in writing; (after a 48 hour reconsideration period)
- (c) he/she fails to be present to carry out assigned duties except for just cause;
- (d) he/she is laid off and fails to carry out assigned duties within fifteen (15) working days of receiving by Registered Mail, the Agency's notice of return to work unless absent because of illness or accident substantiated by a medical doctor, or the Agency accepts other good reasons for his/her failure to return. It is also agreed and understood that the laid off employee is solely responsible to keep the Agency informed of his/her current mailing address;
- (e) he/she is laid off for thirty-six (36) months;

(f) If a supply employee is able to work, (e.g. not being sick, injured or on a leave of absence), and does not work any offered shifts for a three (3) calendar month period, they will be deemed to have resigned from their position.

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

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

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

ARTICLE 15 – LAYOFF

15.01 Definition of Layoff

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

15.02 In the event of a proposed layoff within a Classification of a Department (as described in 14.01) or the elimination of a position within the bargaining unit, and prior to the employer issuing layoff notices, the employer shall provide at least ten (10) calendar days' advance notice to the union to hold redeployment discussions and to allow the union to make presentations or suggestions on the elimination of any and all layoffs proposed. The notice period for employees shall be subject to article 15.03.

Employees in the Classification shall be laid off in the reverse order of their seniority. Employees shall be recalled within their own Classification in the order of seniority. No new employees will be hired until those laid off have been given the opportunity of recall. Recall rights will be forfeited if a permanent position is refused. An employee offered a recall will notify the Executive Director or designate, in writing, of his/her decision to accept or decline the offer within 48 hours.

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

An employee exercising displacement rights shall give notice to the Executive Director within fourteen (14) calendar days following receipt of notification of upcoming layoff. A Union Representative will be present at all steps of this process to provide support to the employee.

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

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

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

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

15.05 Any employee laid off due to clause 15.01 may displace the employee with the least seniority in a program within their current department, providing the employee exercising the right is qualified to perform the work. The factors to determine the employees' qualifications shall be as per Article 12. The displacing of an employee in this clause includes displacing an employee in a higher paid classification.

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

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

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

15.09 Severance Pay

Employees who become permanently displaced as a result of either restructuring or the closing of a facility or department, shall be entitled to a severance allowance in accordance with the Employment Standards Act, plus an additional week per year of service to a maximum of six months.

(a) Restructuring, Mergers or Amalgamations

In the event the Employer is considering any restructuring, reorganization, full or partial amalgamation which will have an effect on the job security of bargaining unit employees, the Employer agrees to notify the Union Executive in advance prior to any intent by the Employer to implement the above.

At any such meeting (s), the Employer will provide the Union with information as to the nature of the changes, the date on which the Employer proposes to effect the changes and the bargaining unit employees likely to be affected by such changes.

The Employer will also advise the Union of the affect, if any, the change may have on working conditions and terms of employment of the bargaining unit employees affected.

The Employer will endeavor to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer;
- (b) All service credits relating to vacations with pay, sick leave credits, and all other benefits shall be recognized by the New Employer;
- (c) All work and services presently performed by members of CUPE shall continue to be performed by CUPE members with the new Employer;
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employer (s);
- (e) No employee shall suffer a loss of employment as a result of a merger;
- (f) Preference in location of employment shall be on the basis of seniority

ARTICLE 16 – TECHNOLOGICAL CHANGE

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

ARTICLE 17 – LEAVE OF ABSENCE AND BEREAVEMENT LEAVE

17.01 Procedure

Procedure for obtaining a leave of absence is as follows:

Employee must complete standard "Request for Leave" form and submit to the immediate Supervisor.

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

17.02 Bereavement

Permanent employees, and supply employees presently in contract positions, will be allowed a leave of absence without loss of pay, seniority and benefits for deaths as follows:

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

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

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

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

17.03 Compassionate Leave

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

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

17.04 Leave for Jury Duty or Witness

If an employee is required to serve as a juror in any court of law or is required by subpoena to attend a court of law in any legal proceedings in which the employee is neither the plaintiff or the defendant, he/she may do

so without loss of pay, seniority and benefits because of necessary absence from work due to such attendance provided that he/she:

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

17.05 Leave for Personal Reasons

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

17.06 Educational Leave

To qualify for this leave, an employee will have been employed with the Agency for at least two (2) years. A leave of absence for a period not to exceed one year without pay and without loss of seniority may be granted to an employee in order to attend a recognized college, university, trade or technical school full-time provided the course of instruction is related to the employee's employment opportunities with the Agency. Before receiving the leave or an extension thereof, the employee shall submit to the Agency satisfactory evidence that the college, university or school has accepted him/her as a student, and on

the expiration of each semester or other school term, shall submit proof of attendance during such term. Such leaves may be extended for additional periods not to exceed one year each. An employee who withdraws from the approved course shall notify the Agency as soon as possible.

17.07

General Leave

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

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

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

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

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

A request for leave of absence to obtain employment in a different area within the Agency will be deemed to be of sufficient cause.

Each employee will be allowed a leave not to exceed twelve (12) months for the purpose of vocational career transitioning and not to exceed one (1) such leave in a ten (10) year period. An employee shall maintain the seniority she/he held at the time of the leave but shall not accrue seniority while on leave.

Benefits shall be maintained for employees on leave for thirty (30) calendar days or less. Employees on leave in excess of thirty (30) calendar days

shall not accumulate vacation, holiday time or sick time and the employee shall be required to pay, in advance, the full premium cost of any of the current group benefits she/he wishes to continue during the leave.

17.08 Pregnancy/Parental/Adoption Leaves

An employee who has been employed with the Agency for more than 13 weeks is entitled to a one (1) year unpaid leave of absence. (17 weeks pregnancy leave and/or 35 weeks parental leave), in accordance with the Ontario Employment Standards Act as amended.

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

An employee on this leave shall accrue seniority, vacation and sick credits, retaining her full employment status and rights. Time spent on this leave will be counted for pay increments purposes. The Agency will top up the employee to seventy-five (75%) while on such leave.

The Agency shall continue to pay for the benefits and the Agency's portion of the MSPP contribution as per the collective agreement, unless the employee advises the Agency, in writing, that he/she does not wish to continue the employee contributions (if any) to these plans. An employee on this leave cannot be terminated, laid off, disciplined or suspended.

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

An employee not on parental leave, shall be granted a maximum of five (5) working days without loss of salary or service credits upon the birth or adoption of their child.

17.09 Leave for Professional Association meetings

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

17.10 General

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

17.11 Leave of Absence for Full-time Union Duties

An employee who is elected or selected for a full-time position with the Union, or any Union body with which the Union is affiliated may be granted leave of absence and will continue to accrue seniority Such leave may be renewed each year, on request during his/her term of office for up to a maximum of two (2) years. Union leave will also include any bargaining unit member elected or selected to a position within CUPE's Provincial and or National structure The employee's wages and benefits will be continued by

the Employer and the Union will reimburse the Employer for all such wages and benefits paid on behalf of the Employee who is granted the leave. The granting of such leave shall not be unreasonably denied.

17.12 Deferred Salary Leave Plan

a) Length of Leave:

The Pre-Paid Leave Program is available to an employee wishing to take a leave of absence for a period of not less than six (6) consecutive months and not more than twelve (12) consecutive months, and through deferral of salary, for the purpose of financing the leave.

This plan is intended to conform with Part LXVIII of the Income Tax Regulations, Section 6801.

b) Employee Eligibility:

Any regular Full-time or Permanent Part-time employee having two (2) years or more of continuous service based on a full normal work week is eligible to apply to participate in the Plan.

c) Applications:

Applications must be made in writing, and are to be filed with the Executive Director. Approval of individual requests to participate in the Plan rests solely with the employer. In the event that two or more employees simultaneously apply for Deferred Salary Leave for the same period of time, and if granting these applications would result in more than 50% of a team being absent for all or part of the duration of the requested Leaves, then the request of the employee with the greater seniority with the Agency will be considered first. Otherwise, requests will be considered in the chronological order in which they are received by the Executive Director.

d) Administration of Deferred Salary:

The administration of an employee's deferred salary will be done by the employer, during the period prior to commencement of the leave of absence.

The employer will establish an arrangement with a financial institution to ensure that amounts deferred by an employee are held in trust; and that

income earned by the trust will be paid to and taxed annually in the hands of the employee.

e) Terms of Reference:

1. The Plan is not established to provide retirement benefits.
2. The Plan is set up to fund a leave of absence of not less than six consecutive months.
3. The leave of absence cannot commence later than six years after the deferral of salary begins.
4. The annual deferral cannot exceed 33 1/3% of the employee's expected annual salary.
5. Amounts deferred are held in trust and income earned by the trust will be paid to and taxed annually in the hands of the employee.
6. During the leave of absence, the employee is not entitled to receive any salaries or wages from the employer except the amount deferred plus any accrued interest.
7. The arrangement provides for an obligation on the part of the employee to return to work for a period, after the leave of absence, which is not less than the period of the leave of absence.
8. All deferred amounts must be paid to the employee no later than the end of the first taxation year that commences after the end of the deferral period.
9. Subject to Income Tax regulations, an employee may withdraw from the plan any time prior to sixty (60) days before the leave is to commence. Any exceptions to the aforesaid shall be at the discretion of the employer. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.
10. During the leave of absence, the participant will not be entitled to statutory holidays; maternity, sick, or other leaves; or promotion; nor will the participant earn seniority for the purpose of salary increments or vacation entitlements.

Continuation of group benefit coverage (group life and dependent life insurance, AD&D, LTD, W/I, EHC, and dental) will be subject to the approval of the Agency's group insurance carrier(s). If continuation of benefits is permitted, and if the employee taking the Deferred Salary Leave opts to continue coverage, the employee will pay his or her share of the premium costs in advance, or by post-dated cheque, for the entire period of the Leave. The Agency will continue to contribute its share of the premiums to maintain coverage. The amount of premium and the level of coverage will be based on 100% of the employee's regular base salary.

11. Employees enrolling in the Deferred Salary Leave Plan hereby acknowledge that Revenue Canada will be the final determiner of the Income Tax payable by the individual before, during, and after the deferral and William W. Creighton Youth Services will not be held liable for any income taxes payable by the individual on deferred salary amounts.
12. The terms and conditions of this agreement are subject to legislative changes.

ARTICLE 18 – HOLIDAYS

18.01 Recognized Paid Holidays

The following paid holidays shall be observed for all employees:

Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	New Year's Day
Labour Day	

Family Day & Easter Monday (for Youth Worker A, Youth Worker B and Cooks, Attendance Centre)

Two (2) Floating Holidays (for Clerical, Maintenance, CST, Janitorial and Social Worker.)

- 18.02 When a Statutory Holiday falls on a Saturday or Sunday the employee will receive the following regularly scheduled workday off.
NOTE: For purposes of clarity it is understood that "18.02" above applies only to those employees whose regular hours of work are Monday to Friday inclusive.
- 18.03 An employee who is required to work on the above paid holidays shall be paid at the rate of time and one half (1½) their regular rate of pay plus another shift off with pay, at a time mutually agreed to by the employee and their Supervisor. The parties agree that if an employee works twelve (12) hours on a paid holiday, the above mentioned "shift off with pay" will be a twelve (12) hour shift. The parties further agree that when an employee works a shift in which a portion of the shift falls on a paid holiday the above mentioned "shift off with pay" will be eight (8) hours.
- 18.04 When any of the above holidays fall on an employee's scheduled day off the employee shall receive another day off with pay at a time mutually agreed to by the employee and their supervisor.
- 18.05 Time accumulated under Article 18.03 and 18.04 shall be used within two (2) months. The Executive Director, or designate may, in extenuating circumstances, extend the time limit for use of accrued time.

ARTICLE 19 – VACATION

- 19.01 (a) Permanent employees shall accumulate vacation as follows:
- (i) Newly hired full-time employees shall receive vacation with pay during employment in the initial year with the Agency, as follows:
- 13.333 hours for each completed month of active service with the Agency, for employees scheduled for forty (40) hours per week; or

- 11.667 hours for each completed month of active service with the Agency, for employees scheduled for thirty-five (35) hours per week.
- (ii) Effective April 1st of each year, full time employees shall receive an annual vacation with pay in accordance with years of continuous service as follows:

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

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

- (iii) An employee cannot use unearned vacation. Unused vacation hours may be allowed to be carried over from year to year to a maximum of the employee's annual entitlement. Requests for deferred vacation beyond the allowable carry-over shall be subject to approval of the Executive Director.

All permanent part-time employees will accumulate benefits on a pro-rated formula that will be equivalent to a full-time employee. These benefits will include vacation accrual and statutory holiday and any other benefits that exist.

- (iv) Employees on Pregnancy or Parental Leave, or on Workplace Safety and Insurance Board benefits, shall be considered to be in active service for the calculation of vacation.
 - (v) Employees who are off work on vacation, sick leave, or other paid time off, shall be considered to be in active service for the calculation of vacation.
 - (vi) Employees who are laid off for more than two months will accumulate vacation leave on a pro-rated basis, with time on layoff not considered to be active service for the calculation of vacation. Employees laid off for less than two (2) months shall accrue vacation as per the collective agreement.
- (b) Where an employee qualifies for sick leave with a Physician's certificate, bereavement or other approved leave of absence during his/her period of vacation, there will be no deduction from vacation credits for such absences. By mutual agreement the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

19.02 Supply Employee

Supply staff will receive vacation pay as follows:

Less than 5 years – six (6%) of their annual pay earned as vacation pay in lieu of vacation time off and will be paid on a bi-weekly basis.

Five (5) years but less than ten (10) years – eight (8%)

Ten (10) years but less than fifteen (15) years – ten (10%)

For the purpose of this article one year shall be equal to 2080 hours.

A Supply Employee who is temporarily employed in a contract position of more than three (3) months duration may, upon written request of the

Executive Director, opt to defer their percentage bi-weekly vacation pay in favour of receiving pay during his/her vacation period.

- 19.03 All vacation leave will be scheduled by the Supervisor and approved by the Executive Director, in accordance with this agreement. Vacation will be taken only after it has been earned.
- 19.04 A record of earned and used vacation time, shall be maintained.
- 19.05 Vacation credits at the time of termination will be paid or taken as vacation days off prior to the effective date of termination, at the discretion of the Executive Director.
- 19.06 The Supervisor will endeavour to accommodate the employees with respect to vacation dates subject to the consideration of program needs. Vacation requests shall not be unreasonably denied.

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

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

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

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

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

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

19.09 Long Service Bonus

- (a) Regular full-time and part-time employees who have completed twenty-five (25) or more calendar years of service will receive one (1) additional day off with pay, pro-rated based on eligible hours of work (hours worked after the employee's twenty-fifth (25th) year anniversary) in a calendar year. If the "Long Service Bonus Day" is not used in the calendar year, it is lost.

Effective date of ratification

ARTICLE 20 – SICK LEAVE

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

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

20.02 After three (3) consecutive days absence due to illness, a physician's certificate may be requested by the Supervisor stating that the employee is,

or has, been unable to carry out his/her duties due to medical reasons. Any cost charged by the physician for the certificate will be paid by the Agency.

- 20.03 For purposes of calculation of sick leave time, a full monthly credit will be given for a full month worked.
- 20.04 A part-time employee will be credited with sick time, equivalent to a full-time employee, on a pro rated basis.
- 20.05 An employee will not be entitled to sick leave during a period of lay-off, leave of absence.
- 20.06 An employee going on Long Term Disability (LTD) will be protected for their position for two (2) years from the date their LTD commences.
- 20.07 The terms and conditions for Long Term Disability will be as defined in the Agency Policy and SSQ.
- 20.08 Deductions from Sick Leave
A deduction shall be made from accumulated sick leave for all normal working days (exclusive of holidays) absent on sick leave or personal leave as per clause 17.05.
- 20.09 At the time of retirement of an employee leaving William W. Creighton Youth Services with fifteen (15) or more years of continuous service or on the death of an employee of the William W. Creighton Youth Services, his/her beneficiary will receive a payout of twenty-five (25) percent of unused sick leave credit or six (6) months of pay, whichever is less.

20.10 Modified / Return to Work Accommodation Procedure

Purpose:

The purpose of this procedure is to outline the process of arranging for modified work for an employee who is returning to work following an illness, injury or accident. The return to work discussion helps to facilitate the return to work between the employer, the worker, the supervisor and union representative. It provides direction on the type of information that is required when planning for a worker's return to work. This includes information related to the worker's recovery, their functional abilities and accommodations required to remove barriers to return to work. Early and ongoing contact between the employer, the worker, the supervisor and union representative is important as it provides an opportunity to establish communication and to share information. Ideally, contact should begin as soon as possible following an illness, injury or accident. However it is important to keep in mind that the timing of the contact will vary depending on the individual worker's case. All information shared between the employer, the worker, the supervisor and union representative related to this process shall remain confidential.

The Agency's return to work/integration program related documents and procedures can be found in the Health and Safety Manual.

ARTICLE 21 – HOURS OF WORK, OVERTIME AND WORKING CONDITIONS

21.01 Community Support Team Caseworker/-Social Worker

(a) Regular Work Day

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

(b) Regular Work Week

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

(c) Flex Time

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

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

(d) Lunch Break

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

(e) Overtime

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

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

(iii) On Call Service – Caseworkers

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

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

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

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

21.02 Youth Worker "A"

(a) Regular Hours of Work

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

Youth Workers will not be required to work more than one hundred ninety-two (192) hours in a four (4) week period.

(b) Work Schedules

Work schedules shall be posted thirty (30) days in advance and will provide for four hundred and eighty (480) hours of work in a twelve (12) week period. Employees required to work scheduled overtime, in order to facilitate the work schedules, will receive two (2) consecutive twelve (12) hour shifts off with pay in each twelve (12) week period unless the employee requests the two shifts be split. These shifts will be scheduled at a time agreed to between the employee and her/his Supervisor.

(c) Lunch Breaks

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

(d) Overtime

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

(ii) Payment of Overtime

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

(iii) Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted.

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

21.03 Youth Worker "B"

(a) Regular Hours of Work

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

Youth Workers will not be required to work more than one hundred ninety-two (192) hours in a four (4) week period.

(b) Work Schedules

Work schedules shall be posted thirty (30) days in advance and will provide for four hundred and eighty (480) hours of work in a twelve- week period. Employees required to work scheduled overtime, in order to facilitate the work schedules, will receive two (2) consecutive twelve (12) hour shifts off with pay in each twelve (12) week period unless the employee requests the two shifts be split. These shifts will be scheduled at a time agreed to between the employee and her/his Supervisor.

(c) Lunch Breaks

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

(d) Float Position at Kelso

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

(i) Overtime

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

(ii) Payment of Overtime

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

(iii) Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted.

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

21.04 Attendance Centre

a) Regular Hours of Work

- 160 hours over a four (4) week period
- Scheduled between 10:00 a.m. and 9:00 p.m., Monday to Saturday
- At least two (2) consecutive days off each week

b) Meal Break

A paid working lunch, taken in conjunction with service needs, is provided.

c) Overtime

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

(ii) Payment of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off in lieu of the appropriate overtime rate. An employee may

accumulate up to 160 hours at any time which may be taken off at a mutually agreed upon time by the employee and his/her supervisor.

(iii) Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted.

21.05 Cook

(a) Regular Work Day

(i) Kelso Centre

The regular daily hours of work will be eight (8) hours per day, Monday to Friday, between the hours of 9:45 a.m. and 6:15 p.m. with a one half (1/2) hour unpaid lunch period and a regular part-time shift of four (4) hours between the hours of 7:00 a.m. and 11:00 a.m. Monday to Friday.

The regular hours of work for the weekend work will be ten (10) hours per day Saturday and Sunday between the hours of 8:00 a.m. and 6:30 p.m. with a one half (1/2) hour unpaid lunch period.

(ii) McKitrick Centre, McGuire Centre

The regular daily hours of work will be six and one half (6½) hours Monday to Friday between the hours of 10:00 a.m. and 6:00 p.m. with a one half (1/2) hour unpaid lunch break.

(b) Regular Work Week

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

(c) Overtime

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

(ii) Payment of Overtime

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

(iii) Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted. If the permanent staff request time off on a stat, the stat will be offered to the other permanent staff usually working that day in order or seniority.

21.06 Clerical/Office

(a) Regular Work Day

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

(b) Regular Work Week

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

(c) Lunch Break

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

(d) Overtime

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

(ii) Payment of Overtime

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

(iii) Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted.

21.07 Receptionist

(a) Regular Work Day

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

(b) Regular Work Week

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

(c) Lunch Break

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

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

(e) Overtime

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

(ii) Payment of Overtime

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

(iii) Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted.

21.08 Janitor

(a) Regular Work Day

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

(b) Regular Work Week

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

(c) Lunch Break

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

(d) Overtime

Payment of Overtime

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

Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted.

21.09 Maintenance Person

(a) Regular Work Day

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

(b) Regular Work Week

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

(c) Lunch Break

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

(d) Overtime

(i)

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

(ii) Payment of Overtime

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

(iii) Distribution of Overtime

Should overtime work be required it shall be distributed to Full-Time Employees by seniority, in the facility offering the overtime first before other employees from other facilities are contacted.

21.10 Changes to Hours of Work

The Agency agrees that any changes to the accepted hours of work in Clauses 21.01 through 21.09 inclusive shall be the subject of discussion between the parties. The parties agree that changes to the hours of work shall not be made or denied in an unreasonable manner.

21.11 Bailiff

If a permanent employee is required by the Supervisor/designate to perform the duties of Bailiff, they will be paid their regular classification rate of pay for all hours worked as a Bailiff.

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

21.12 Shifts

(a) No Split Shifts

Employees will not be required to work split shifts.

(b) Shift Exchanges

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

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

21.13 Call Back

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

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

21.14 Supply Staff Call-In

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

21.15 Camping Trips

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

21.16 Overtime for Permanent Part-Time Employees

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

21.17 Staffing

Youth Worker staff in a facility will include at least one male staff person and one female staff person. Male or female staff will not be left on their own in the facility with residents of the opposite sex unless in their professional judgement they feel comfortable with the situation.

When a Youth Worker member is absent, the Agency will first call in supply staff of the same gender as the absent Youth Worker staff. If no supply staff of that gender is available, the Agency may call supply staff of the opposite gender.

21.18 Staff Call In

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

The Agency will follow seniority when calling in staff, within classifications for holiday replacement shifts and for replacement of shift openings known within fourteen (14) working days or more in advance, as long as these openings do not require posting under clause 12.01.

For clarification, seniority for the purpose of this clause shall be revised biweekly (every second Monday, following the end of the pay period)

For the remainder of the short notice shifts that become available, the Employer shall call through the Supply staff list on a rotating basis starting with the most senior person until a replacement is found. On the next call in the Employer shall start the call in with the next person on the list.

Only the first instance of refusal or acceptance of a shift less than twelve (12) hours will not result in going to the bottom of the call in list.

Part-time employees shall be called in order of their seniority among other part-time employees prior to Supply Staff for all available call-in shifts.

21.19 Unscheduled Overnight Trips

In the event that an employee is unexpectedly prevented from returning home while on Creighton business, the employee will be compensated four (4) hours for such absence which may be taken in pay or banked at the employees discretion.

ARTICLE 22 – EMPLOYEE BENEFITS

22.01 Hospital and Medical Insurance

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

- (a) SSQ Extended Health Care Plan, including prescription drugs, with no deductible which will include the option to combine physiotherapy, chiropractor, massage therapy so that employees can use one or all services to a maximum yearly total of \$900.00. Employees may choose to use up to \$200.00 of the \$900.00 towards the cost of a fitness program, lessons or equipment upon provision of receipts directly to the Creighton Finance Department. All other receipts shall continue to be submitted to SSQ.
- (b) The Agency will pay premiums to provide a Vision Plan, glasses for permanent employees and family members, allowing for claims up to a total cost of \$500.00 each every two (2) calendar years.
- (c) The Agency will pay 100% of the cost of billed premiums for the Employee Assistance Plan, up to a cost of \$10.00 per permanent employee per month.

(d) Hearing Aid increase to \$1000.00 coverage.

The Employer may substitute another carrier for any of the insured benefit plans provided that an equivalent level of benefits are maintained. The Employer agrees that in any benefits plan/carrier decision, including a change in benefits provider, that the Union will be notified thirty (30) days in advance and a reasonable period of consultation with the Union and its members will occur before a final decision to proceed will be taken.

22.02 Dental Insurance

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

Orthodontics of 19 years of age or younger covered for \$3000.00 for a lifetime. Dentures to be covered at 80%. (To be accessible at the beginning of the month following ratification).

NEW – Dental Implants Coverage

22.03 Group Life Insurance

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

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

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

22.04 Long Term Disability

All permanent employees shall pay the full cost of the billed premium for a Long Term Disability Plan to provide the employee with a monthly benefit in an amount equal to 66.7% of an employee's monthly earnings to a maximum benefit of \$5,000 per month. The elimination period is one hundred and nineteen (119) days (as per the SSQ benefits booklet). Employees in receipt of LTD benefits will continue to accrue seniority up to a maximum of 24 months. After 24 months the employee's seniority will cease to accrue and the employee will remain on the seniority list until he/she either returns to work, or it is determined that they are not returning to work and will remain on LTD indefinitely or they retire or resign. Employees in receipt of LTD benefits will continue to be covered under the Employers hospital, medical, dental, group life insurance (as per article 22 – Employee Benefits); and the Multi-Sector pension plan as outlined in article (22.07).

22.05 Vehicle Business Insurance

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

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

Members of the Community Support Team who, on a regular basis use their own vehicle to transport youth shall, on provision of proof of professional vehicle cleaning, be reimbursed to a maximum of one hundred and fifty

(\$150.00) per fiscal year. For clarification, regular use shall mean a minimum of weekly.

New Community Support Team employees must work a minimum of one (1) year to qualify for this benefit.

22.06 Early Retirement

An employee with ten (10) years or more of continuous service with the Agency and who has reached the age of fifty-five (55) who takes early retirement shall have the option of receiving benefits available to permanent employees until the retired employee reaches age 70, with premiums paid by the retired employee in the month prior to benefit coverage.

22.07 Multi Sector Pension Plan

In this Article, the terms used shall have the meanings as described:

.01 "Plan" means a retirement vehicle as determined by the Union.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" means full time and part time employees in the bargaining unit who have completed five hundred (500) hours of service.

.02 Each eligible employee covered by this collective agreement shall contribute for each pay period an amount equal to 5% of applicable wages to the plan. The Employer shall contribute on behalf of each eligible

employee for each pay period, an amount equal to 5% no less than the employee's contribution of applicable wages to the Plan.

.03 The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan.

22.08

Supply Employee

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

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

ARTICLE 23 – LIABILITY PROTECTION

23.01 Leave For Court Appearances or Incarceration

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

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

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

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

- (a) Any proceedings where such proceedings result in an award of punitive or exemplary damages or for conduct, acts, or omissions which constitute a gross dereliction of his/her duties or deliberate abuse of his/her authority; For the purpose of his clause, "legal and court costs" means the amount of fees and disbursements charged by a solicitor whose practice is located in the City of Thunder Bay, and who is retained by the employee upon approval by the Agency. In the event that the Agency believes the account submitted is excessive, the account shall be assessed by an Assessment Officer of the Ontario Court (General Division), on a solicitor and client basis.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

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

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

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

- 24.02 A Supply employee in a Youth Worker "A" or "B" position who does not possess Preferred or Alternate Qualifications will be paid at the Underfill

rate. They will receive the increment on the Underfill schedule after 750 hours worked.

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

24.04 Mileage

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

The rates commencing March 1, 2011 shall be .48 cents per km for all km's claimed.

The rate of mileage is subject to increases equivalent to any rate increases set for the Ontario Public Service. The rate will be revised with the same effective date as any changes to the Ontario Public Service Rate. The Employer will notify Local 3367 in writing at the time that rates are revised.

24.05 Pay on Temporary Transfer

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

24.06 Meal Allowance

The Employer will provide a per diem to employees who are required to be out of town on Agency business an amount of fifty dollars (\$50.00) per day. Receipts will not be required.

The allowance for individual meals is as follows:

Breakfast	\$10.00
Lunch	\$15.00
Dinner	\$25.00

The Agency will reimburse amounts exceeding the fifty dollars (\$50.00). Reimbursement of the differences must be accompanied with receipts. Amounts are not to exceed sixty-five dollars (\$65.00) per day.

- (i) For Bailiffs the per diem shall be paid as follows:
Five (5) hours or less the escort is entitled to one (1) meal,
Five (5) – ten (10) hours the escort is entitled to two (2) meals,
Ten (10) hours or more the escort is entitled to three (3) meals.

The meal allowance shall be paid in accordance with the above allowance and shall be payable each day an escort is away performing his/her duties.

24.07 Membership to the Ontario College of Social Work and Social Service Workers

The employer will reimburse Registered Social Workers, working in the classification of Case Worker, and Social Worker, within the Agency, for yearly dues paid to the College of Social Work upon presentation of a receipt.

ARTICLE 25 – JOB SECURITY

25.01 Restrictions on Contracting Out

In order to provide job security for members of the bargaining unit, the Employer agrees that all work or services performed by the employees

shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other, person, agency, organization or company. If in the event it becomes necessary (in terms of an emergency) for the Employer to contract out work performed by the employees of the bargaining unit, such contracting out shall not result in the layoff of any employee, or have their regularly scheduled work day or regularly scheduled work week reduced.

Prior to the implementation of any partnership or contractual arrangement with an outside body that affects work performed by members of the bargaining unit, a protocol must be established and agreed to by the Employer and the Union.

ARTICLE 26 – JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Description

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

26.02 Changes in Classification

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

time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 27 – SAFETY

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

- Cook - uniforms and non-slip shoes, where required by the Agency, up to a maximum of \$400.00 per calendar year. Receipts must be submitted to the Employer.

- Janitor and Maintenance Person - coveralls and other protective clothing and protective footwear, where required by the Agency, up to a maximum of \$400.00 per calendar year. Receipts must be submitted to the Employer.
All permanent employees in the Youth Worker “A” classification will receive up to \$150.00 per year allowance for non-slip shoes. Receipts must be submitted to the Employer.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Duration

This agreement shall be binding and remain in effect from April 1, 2016 to March 31, 2019 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within the period of ninety (90) days prior to the last day of March in any year that it desires its termination or amendment.


28.02 Mutually Agreed Changes to the Collective Agreement

This agreement may be amended by mutual consent of the parties during the lifetime of this agreement. Any amendments thereto shall form part of the collective agreement and shall be subject to the grievance and arbitration procedure.


SIGNED IN THUNDER BAY, ONTARIO this 15 day of July, 2016

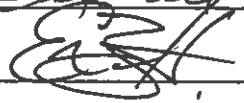
Signed on behalf of the
William W. Creighton Youth
Services


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

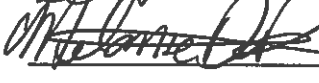


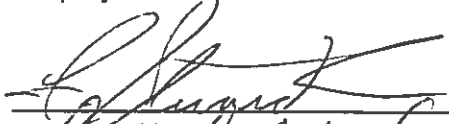
Tamara Colth

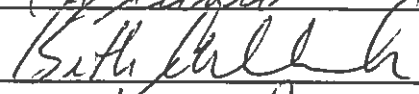


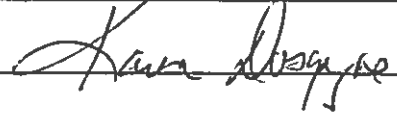


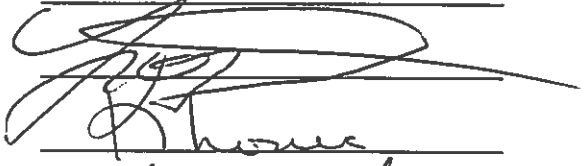


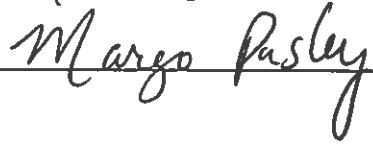












LETTER OF UNDERSTANDING

Between:

WILLIAM W. CREIGHTON YOUTH SERVICES

and


CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3367

Re: Ministry Funding/Wage Rate Re-opener


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


SIGNED IN THUNDER BAY, ONTARIO this 15 day of July, 2016.


Signed on behalf of the
William W. Creighton Youth
Services




Tamme Colt







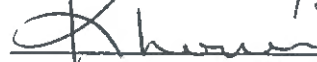


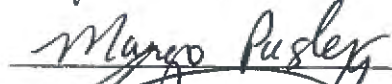
Signed on behalf of the
Canadian Union of Public
Employees and its Local 3367














LETTER OF UNDERSTANDING

Between:

WILLIAM W. CREIGHTON YOUTH SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3367

Re: Staff Call-In

The parties noted above agree that Article 21.18 shall be construed and applied so that the rights to call-in for short term absences are made available to employees in accordance with seniority or on a rotating basis.

For avoidance of doubt, employees on lay off do not have priority for un-posted temporary absences of less than five (5) weeks unless otherwise eligible by reason of seniority, or position on the rotating call-in list.

A joint committee shall review present practices and make recommendations for improvement of the system. The terms of reference for the joint committee are as follows:

Scope:

1. To review the current practices and to identify existing problems.
2. To develop a common understanding of the existing policy and procedures.
3. To make recommendations for improving the process and any necessary changes to policies and procedures.
4. To identify mechanisms necessary to ensure compliance with the collective agreement.
5. To communicate the outcome of the process review and resulting improvements.
6. To submit a written report to the Executive Director and CUPE President.

Committee Members:

- One Receptionist
- One Open Secretary
- One CUPE Executive Representative
- One Relief Staff Representative
- One Open Supervisor
- One Secure Supervisor
- The Director of Services

Timelines:

- The Committee will meet in September 2016 to review the July 1st 2014 recommendations. Additional meetings may be scheduled as required.
- The Committee will submit a report to the Executive Director and Union President prior to October 31, 2016.
- Any new recommendations will be implemented November 30, 2016.
- The Committee will meet again before the end of 2016 to evaluate the implementation of the recommendations.
- The Committee may be reconvened periodically in the future to address issues that may arise.

SIGNED IN THUNDER BAY, ONTARIO this 15 day of July, 2016.

Signed on behalf of the
William W. Creighton Youth
Services




Tammie Calhoun







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




Seth [unclear]

Kaur [unclear]

Thomas

Margo Pasley



LETTER OF UNDERSTANDING

Between:

WILLIAM W. CREIGHTON YOUTH SERVICES

and

CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 3367

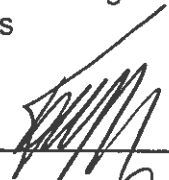
Re: Permanent Part Time Positions

Due to financial constraints and MCYS funding decisions, effective August 24, 2012 Permanent Part Time Positions shall no longer receive non-statutory benefits. Persons in a Permanent Part Time Position shall have the option to purchase Health and Dental Benefits. Vacation pay shall be paid out as per Section 19.02 of the Collective Agreement.

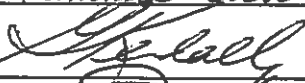
Should future funding allow, these benefits will be reinstated.


SIGNED IN THUNDER BAY, ONTARIO this 15 day of July, 2016.


Signed on behalf of the
William W. Creighton Youth
Services



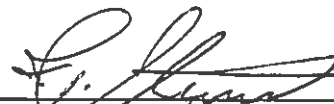
Tamara Calt



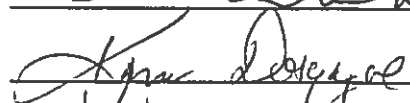





Signed on behalf of the
Canadian Union of Public
Employees and its Local 3367




Beth



Margo





Letter of Understanding

Between

William W. Creighton Youth Services

And

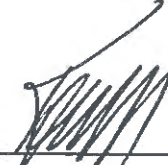
CUPE Local 3367

Re: 3.6 SSQ Benefit Booklet

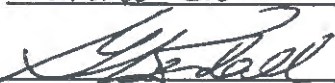
The Employer agrees to continue the benefits plan for members of CUPE Local 3367 with the carrier during a work stoppage, strike or lockout. Any premium costs will be reimbursed to the Employer by the Union.


SIGNED IN THUNDER BAY, ONTARIO this 15 day of July, 2016.

FOR THE EMPLOYER




Tamara Cahill






Richardson

FOR THE UNION



Keith White

Karen Dodgins



Thomson

Marie Pasley

SCHEDULE 'A'

WILLIAM W. CREIGHTON YOUTH SERVICES

Effective April 1, 2016 - March 31, 2017

HOURLY RATES

Classification:

	I	II	III	IV	V	VI
YOUTH WORKER "A"						
Underfill (supply):	\$25.94	\$26.73	\$27.60	\$28.46	\$29.38	\$30.31
Start \$24.59						
After 750 hours \$25.30						
After 2080 hours \$25.94						
Continue with "A" scale, 2080 hrs/yr						
YOUTH WORKER "B"	\$25.94	\$26.73	\$27.60	\$28.46	\$29.38	\$30.31
Underfill (supply):						
Start \$24.59						
After 750 hours \$25.30						
After 2080 hours \$25.94						
Continue with "B" scale, 2080 hrs/yr						
ATTENDANCE CENTRE WORKER	\$25.94	\$26.73	\$27.60	\$28.46	\$29.38	\$30.31
Underfill (supply):						
Start \$24.59						
After 750 hours \$25.30						
After 2080 hours \$25.94						
Continue with "Attendance Centre" scale, 2080 hrs/yr						
CASEWORKER	\$26.66	\$27.65	\$28.69	\$29.75	\$30.87	\$32.02
SOCIAL WORKER	\$27.65	\$28.69	\$29.75	\$30.87	\$32.02	\$33.19
COOK	\$21.17	\$21.84	\$22.43	\$22.86	\$23.59	
MAINTENANCE/DRIVER	\$18.57	\$19.24	\$19.86	\$20.29	\$21.01	
MAINTENANCE	\$19.19	\$19.87	\$20.60	\$21.35	\$22.11	\$22.92
JANITOR	\$16.41	\$17.38	\$18.43	\$19.55		
BAILIFF						
In town: \$20.74/hour						
Out of town: \$207.40 per trip						
TYPIST/RECEPTIONIST	\$18.14	\$19.13	\$20.19	\$21.30		
SECRETARY	\$19.48	\$20.71	\$21.96	\$22.92		
PAYROLL CLERK	\$20.71	\$21.93	\$23.24	\$24.21		

SCHEDULE 'A'

WILLIAM W. CREIGHTON YOUTH SERVICES
 Effective April 1, 2016- March 31, 2017
 ANNUAL RATES
 Classification

	I	II	III	IV	V	VI
YOUTH WORKER "A"						
Underfill (supply):	\$54,163	\$55,812	\$57,629	\$59,424	\$61,345	\$63,287
Start	\$51,344					
After 750 hours	\$52,826					
After 2080 hours	\$54,163					
Continue with "A" scale, 2080 hrs/yr						
YOUTH WORKER "B"	\$54,163	\$55,812	\$57,629	\$59,424	\$61,345	\$63,287
Underfill (supply):						
Start	\$51,344					
After 750 hours	\$52,826					
After 2080 hours	\$54,163					
Continue with "B" scale, 2080 hrs/yr						
ATTENDANCE CENTRE WORKER	\$54,163	\$55,812	\$57,629	\$59,424	\$61,345	\$63,287
Underfill (supply):						
Start	\$51,344					
After 750 hours	\$52,826					
After 2080 hours	\$54,163					
Continue with "Attendance Centre" scale, 2080 hrs/yr						
CASEWORKER	\$48,708	\$50,517	\$52,417	\$54,353	\$56,399	\$58,501
SOCIAL WORKER	\$50,517	\$52,417	\$54,353	\$56,399	\$58,501	\$60,638
COOK	\$44,203	\$45,602	\$46,834	\$47,732	\$49,256	
MAINTENANCE/DRIVER	\$38,774	\$40,173	\$41,468	\$42,366	\$43,869	
MAINTENANCE	\$40,069	\$41,489	\$43,013	\$44,579	\$46,166	\$47,857
JANITOR	\$34,264	\$36,289	\$38,482	\$40,820		
BAILIFF						
In town: \$20.74/hour						
Out of town: \$207.40 per trip						
TYPIST/RECEPTIONIST	\$33,142	\$34,951	\$36,887	\$38,915		
SECRETARY	\$35,590	\$37,837	\$40,121	\$41,875		
PAYROLL CLERK	\$37,837	\$40,066	\$42,459	\$44,232		

* new caseworkers with a BSW/HBSW shall start at minimum Step II, and with an MSW at minimum Step III

SCHEDULE 'A'

WILLIAM W. CREIGHTON YOUTH SERVICES

Effective April 1, 2017 - March 31, 2018

1% across-the-board

HOURLY RATES

Classification:

	I	II	III	IV	V	VI
YOUTH WORKER "A"						
Underfill (supply):	\$26.20	\$27.00	\$27.88	\$28.74	\$29.67	\$30.61
Start \$24.84						
After 750 hours \$25.55						
After 2080 hours \$26.20						
Continue with "A" scale, 2080 hrs/yr						
YOUTH WORKER "B"	\$26.20	\$27.00	\$27.88	\$28.74	\$29.67	\$30.61
Underfill (supply):						
Start \$24.84						
After 750 hours \$25.55						
After 2080 hours \$26.20						
Continue with "B" scale, 2080 hrs/yr						
ATTENDANCE CENTRE WORKER	\$26.20	\$27.00	\$27.88	\$28.74	\$29.67	\$30.61
Underfill (supply):						
Start \$24.84						
After 750 hours \$25.55						
After 2080 hours \$26.20						
Continue with "Attendance Centre" scale, 2080 hrs/yr						
CASEWORKER	\$26.93	\$27.93	\$28.98	\$30.05	\$31.18	\$32.34
SOCIAL WORKER (Facility)	\$27.93	\$28.98	\$30.05	\$31.18	\$32.34	\$33.52
COOK	\$21.38	\$22.06	\$22.65	\$23.09	\$23.83	
MAINTENANCE/DRIVER	\$18.76	\$19.43	\$20.06	\$20.49	\$21.22	
MAINTENANCE	\$19.38	\$20.07	\$20.81	\$21.56	\$22.33	\$23.15
JANITOR	\$16.57	\$17.55	\$18.61	\$19.75		
BAILIFF						
In town: \$20.95/hour						
Out of town: \$209.50 per trip						
TYPIST/RECEPTIONIST	\$18.32	\$19.32	\$20.39	\$21.51		
SECRETARY	\$19.67	\$20.92	\$22.18	\$23.15		
PAYROLL CLERK	\$20.92	\$22.15	\$23.47	\$24.45		

SCHEDULE 'A'

WILLIAM W. CREIGHTON YOUTH SERVICES

Effective April 1, 2017 - March 31, 2018

1% across-the-board

ANNUAL RATES

Classification:

	I	II	III	IV	V	VI
YOUTH WORKER "A"						
Underfill (supply):	\$54,706	\$56,376	\$58,213	\$60,009	\$61,951	\$63,914
Start	\$51,866					
After 750 hours	\$53,348					
After 2080 hours	\$54,706					
Continue with "A" scale, 2080 hrs/yr						
YOUTH WORKER "B"	\$54,706	\$56,376	\$58,213	\$60,009	\$61,951	\$63,914
Underfill (supply):						
Start	\$51,866					
After 750 hours	\$53,348					
After 2080 hours	\$54,706					
Continue with "B" scale, 2080 hrs/yr						
ATTENDANCE CENTRE WORKER	\$54,706	\$56,376	\$58,213	\$60,009	\$61,951	\$63,914
Underfill (supply):						
Start	\$51,866					
After 750 hours	\$53,348					
After 2080 hours	\$54,706					
Continue with "Attendance Centre" scale, 2080 hrs/yr						
CASEWORKER	\$49,201	\$51,028	\$52,946	\$54,901	\$56,966	\$59,085
SOCIAL WORKER (Facility)	\$51,028	\$52,946	\$54,901	\$56,966	\$59,085	\$61,241
COOK	\$44,641	\$46,061	\$47,293	\$48,212	\$49,757	
MAINTENANCE/DRIVER	\$39,171	\$40,570	\$41,885	\$42,783	\$44,307	
MAINTENANCE	\$40,465	\$41,906	\$43,451	\$45,017	\$46,625	\$48,337
JANITOR	\$34,598	\$36,644	\$38,858	\$41,238		
BAILIFF						
In town: \$20.95/hour						
Out of town: \$209.50 per trip						
TYPIST/RECEPTIONIST	\$33,471	\$35,298	\$37,253	\$39,299		
SECRETARY	\$35,937	\$38,221	\$40,523	\$42,295		
PAYROLL CLERK	\$38,221	\$40,468	\$42,880	\$44,670		

* new caseworkers with a BSW/HBSW shall start at minimum Step II, and with an MSW at minimum Step III

SCHEDULE 'A'

WILLIAM W. CREIGHTON YOUTH SERVICES

Effective April 1, 2018 - March 31, 2019

2% across-the-board

HOURLY RATES

Classification:

	I	II	III	IV	V	VI
YOUTH WORKER "A"						
Underfill (supply):	\$26.72	\$27.54	\$28.44	\$29.31	\$30.26	\$31.22
Start \$25.34						
After 750 hours \$26.06						
After 2080 hours \$26.72						
Continue with "A" scale, 2080 hrs/yr						
YOUTH WORKER "B"	\$26.72	\$27.54	\$28.44	\$29.31	\$30.26	\$31.22
Underfill (supply):						
Start \$25.34						
After 750 hours \$26.06						
After 2080 hours \$26.72						
Continue with "B" scale, 2080 hrs/yr						
ATTENDANCE CENTRE WORKER	\$26.72	\$27.54	\$28.44	\$29.31	\$30.26	\$31.22
Underfill (supply):						
Start \$25.34						
After 750 hours \$26.06						
After 2080 hours \$26.72						
Continue with "Attendance Centre" scale, 2080 hrs/yr						
CASEWORKER	\$27.47	\$28.49	\$29.56	\$30.65	\$31.80	\$32.99
SOCIAL WORKER (Facility)	\$28.49	\$29.56	\$30.65	\$31.80	\$32.99	\$34.19
COOK	\$21.81	\$22.50	\$23.10	\$23.55	\$24.31	
MAINTENANCE/DRIVER	\$19.14	\$19.82	\$20.46	\$20.90	\$21.64	
MAINTENANCE	\$19.77	\$20.47	\$21.23	\$21.99	\$22.78	\$23.61
JANITOR	\$16.90	\$17.90	\$18.98	\$20.15		
BAILIFF						
In town: \$21.37/hour						
Out of town: \$213.70 per trip						
TYPIST/RECEPTIONIST	\$18.69	\$19.71	\$20.80	\$21.94		
SECRETARY	\$20.06	\$21.34	\$22.62	\$23.61		
PAYROLL CLERK	\$21.34	\$22.59	\$23.94	\$24.94		

SCHEDULE 'A'

WILLIAM W. CREIGHTON YOUTH SERVICES

Effective April 1, 2018 - March 31, 2019

2% across-the-board

ANNUAL RATES

Classification:

	I	II	III	IV	V	VI
YOUTH WORKER "A"						
Underfill (supply):	\$55,791	\$57,504	\$59,383	\$61,199	\$63,183	\$65,187
Start _____ \$52,910						
After 750 hours _____ \$54,413						
After 2080 hours _____ \$55,791						
Continue with "A" scale, 2080 hrs/yr						
YOUTH WORKER "B"	\$55,791	\$57,504	\$59,383	\$61,199	\$63,183	\$65,187
Underfill (supply):						
Start _____ \$52,910						
After 750 hours _____ \$54,413						
After 2080 hours _____ \$55,791						
Continue with "B" scale, 2080 hrs/yr						
ATTENDANCE CENTRE WORKER	\$55,791	\$57,504	\$59,383	\$61,199	\$63,183	\$65,187
Underfill (supply):						
Start _____ \$52,910						
After 750 hours _____ \$54,413						
After 2080 hours _____ \$55,791						
Continue with "Attendance Centre" scale, 2080 hrs/yr						
CASEWORKER	\$50,188	\$52,051	\$54,006	\$55,998	\$58,099	\$60,273
SOCIAL WORKER (Facility)	\$52,051	\$54,006	\$55,998	\$58,099	\$60,273	\$62,465
COOK	\$45,539	\$46,980	\$48,233	\$49,172	\$50,759	
MAINTENANCE/DRIVER	\$39,964	\$41,384	\$42,720	\$43,639	\$45,184	
MAINTENANCE	\$41,280	\$42,741	\$44,328	\$45,915	\$47,565	\$49,298
JANITOR	\$35,287	\$37,375	\$39,630	\$42,073		
BAILIFF						
In town: \$21.37/hour						
Out of town: \$213.70 per trip						
TYPIST/RECEPTIONIST	\$34,147	\$36,010	\$38,002	\$40,084		
SECRETARY	\$36,650	\$38,988	\$41,327	\$43,135		
PAYROLL CLERK	\$38,988	\$41,272	\$43,738	\$45,565		

* new caseworkers with a BSW/HBSW shall start at minimum Step II, and with an MSW at minimum Step III