

**COLLECTIVE AGREEMENTS**

**between the**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2195**

**and the**

**YOUTH SERVICES BUREAU OF OTTAWA**

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***ARTICLE 1 - PURPOSE***

- 1.01 In order to better realize the mission of the Youth Services Bureau to assist young people, the general purpose of this Agreement is to promote the mutual interests of the Bureau and its staff and to provide an orderly collective bargaining relationship between the Bureau and the Union with respect to the Bargaining Unit as defined herein and to provide a method for the prompt disposition of grievances and the efficient operation of the Bureau.
- 1.02 Both parties agree to administer this Agreement in good faith. This Agreement shall be regarded as a complete and full statement of the relationship between the Bureau and the Union.

***ARTICLE 2 - INTERPRETATION AND DEFINITION***

- 2.01 For the purposes of this Agreement:
- (a) 'Bargaining Unit' means employees who fall within the scope of Article 3;
  - (b) 'Consultation' means that the Bureau shall, in advance, present for comment, discuss with, and consider submissions by the Employees without any obligations to accept or accede to any requests or statements made by the Employees;
  - (c) 'Contract Employee' is an individual hired to hold a contract position:
    - a) where a specific position is funded on a term basis of no more than one year, or
    - b) to replace a full time employee on educational leave, sick leave, personal leave, parental leave, vacation leave, or any other approved leave of absence.

With respect to b), should such a contract position exceed eighteen (18) months, the employer shall post the position as a permanent position in accordance with Article 16.

This person is considered to be employed in a contract position for a specific period of time, when the term is fixed, or indefinitely, when the term of employment is unknown and employment can be terminated with a minimum of two weeks' notice. Employees

who are employed in contract positions for a period of less than twelve (12) consecutive months will not be eligible for the full time benefit package, with the exception of vacation, sick leave, and the Employee Assistance Program. Full time employees who assume positions that have been posted as contract positions, shall not suffer any reduction in their benefits. Notwithstanding the above, a contract employee shall not be entitled to use accumulated seniority to displace an employee in another position at the end of a contract.

(d) 'Coordinator' is the person who is assigned administrative responsibility for the day-to-day operation of a program, unit or residence.

(e) 'Education Leave' means leave to attend educational courses, conduct research or be involved in a practicum or field placement of a nature and at an institution recognized and approved by the Bureau;

(f) 'Employee' means, a person who is a member of the Bargaining Unit;

(g) A full-time Employee is any Bargaining Unit member who makes a commitment to be available and is scheduled to work a regular number of hours in each scheduled rotation period in excess of twenty-four (24) hours per week, subject to variations resulting from layoff, parental leave, maternity leave, compassionate leave, personal leave, conference leave, jury duty, injury, sick leave, public holidays, vacations and other variations.

(h) A regular part-time Employee is any Bargaining Unit member who makes a commitment to be available and is scheduled to work a regular number of hours in each scheduled rotation period up to a maximum of twenty-four (24) hours per week subject to variations resulting from layoff, parental leave, maternity leave, compassionate leave, personal leave, conference leave, jury duty, injury, sick leave, public holidays, vacations and other variations;

(i) A casual part-time Employee is any other Bargaining Unit member who may elect to work or not, and whose hours may fluctuate from week to week at the discretion of the Employer or the Employee, according to the Employee's commitment to work as indicated by their availability on the 'casual part-time staff availability form'.

(j) An emergency relief part-time Employee is any other Bargaining Unit member and who may elect to work or not and whose hours may fluctuate from week to week at the discretion of the Employer or Employee, according to the Employee's commitment to work as indicated by their availability on the 'casual part-time staff availability form' and who makes a commitment to be available to work on an emergency basis to a designated program.

(k) 'Bureau' means the Youth Services Bureau of Ottawa;

- (l) 'Executive Director' means the individual who has the overall responsibility for the operation of the Youth Services Bureau of Ottawa;
- (m) 'Local' means Local 2195 of the Canadian Union of Public Employees;
- (n) 'Local Representative' means an Employee who represents any or all Employees on behalf of the Local;
- (o) "Program" means any of the following administrative divisions: Community Services, Mental Health Services, Youth Employment Services, Housing Services, Youth Justice Services.
- (p) 'Director' means a person who is assigned responsibility for a program of the Bureau;
- (q) 'Union' means the Canadian Union of Public Employees;
- (r) 'Layoff' shall be defined as a reduction in the full-time or regular part-time work force, or a reduction of the regular hours of work.
- (s) 'Grievance' means a difference arising between the parties relating to the interpretation, application, administration, alleged violation of the Collective Agreement or working conditions, including any question as to whether a matter is arbitrable.
- (t) 'Termination' includes all instances of discharge.
- (u) (F.T.) 'Sick Leave' means the period of time an Employee is absent due to accident, sickness, disability or by virtue of being under examination or treatment of a physician, psychiatrist, dentist, mental health professional or Employee Assistance Program counsellor.
- (v) Member **of** an Employee's immediate family means partner, child, parent, brother or sister. Member of an Employee's family means partner's mother, partner's father, partner's brother, partner's sister, grandparents, partner's grandparents, and persons "in loco parentis".
- (w) 'Partner' means a person with whom the Employee has established an intimate relationship of some permanence.
- (x) With the exception of vacation leave and Article 11.04 (b), seniority shall be on a Bargaining Unit wide basis and shall mean total length of service in the Bargaining Unit, calculated in hours. When Employees transfer from part-time employment to full-time employment, or vice-versa, they shall retain their seniority.

(y) For the purposes of paternity and compassionate leave, a day shall be interpreted to mean a calendar day - beginning at 00:01 and concluding at 23:59.

(z) 'Work week' is defined as that period falling between 12:01 a.m. Sunday and 12:00 midnight Saturday.

(aa) 'Statutory holiday' means that period which begins at 12:01 a.m. on the date of the holiday and ends at 12:00 midnight on the same day.

2.02 In the Collective Agreement, whenever the singular is used, it shall mean and include the plural.

***ARTICLE 3 - RECOGNITION***

3.01 (F.T.) The Bureau recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive bargaining agent for all Employees of the Bureau, save and except the Directors, and persons above the rank of Director, and persons employed as Regular Part-Time, Casual Part-Time, or Sleepovers, Clerical and Office Employees, and Maintenance Employees.

3.02 (P.T.) The Bureau recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive bargaining agent for all Employees of the Bureau, employed as Regular Part-Time, Casual Part-Time, or Sleepovers, save and except the Directors, persons above the rank of Director, Full-Time Employees, Clerical and Office Employees, and Maintenance Employees.

***ARTICLE 4 - RELATIONSHIP***

4.01 The Bureau and the Union agree that any Employee covered by the Agreement may become a member of the Union if the Employee wishes to do so and may refrain from becoming a member of the Union if the Employee so desires.

4.02 The Bureau and the Union also agree that there will be no intimidation, discrimination, interference, restraint, coercion or influence exerted or practised by either of them or by way of their representatives or members because of any Employee's membership or non-membership in the Union, or because of the Employee's activity or lack of activity in the Union.

4.03 The Bureau and the Union agree that there shall be no discrimination or harassment against any Employee by reason of race, age, creed, colour, gender, sexual orientation, marital status, nationality, ancestry, place of origin, political philosophy, place of residence, disability, ethnicity or citizenship.

Workplace harassment is vexatious comment or conduct which a person knew or ought reasonably to have known would be unwelcome. A single incident can constitute harassment or it can consist of a course of action over a period of time. Harassment can happen in any place where the work of the Bureau is conducted.

- 4.04 The Local agrees that it, its officers, agents, representatives and members will not engage in Union activities during working hours or on the Bureau's property, except as authorized by the Agreement or by the Executive Director or designate.
- 4.05 The Bureau agrees to make new Employees aware of the fact that a Collective Agreement is in effect and to provide each new Employee with a copy of the Collective Agreement on their first day of employment.
- 4.06 The Bureau shall provide a bulletin board in each of its decentralized facilities and at the head office for the exclusive purpose of posting the following notices: Seniority Lists, Job Postings and Notices of Local Meetings. Such bulletin board to be maintained and monitored by the Local.
- 4.07 All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Executive Director or designate and the President of the Local or designate and the National Staff Representative of the Union with a copy to the Secretary of the Local.
- 4.08 The Bureau agrees to deduct from each pay, from each Employee, Union dues as specified by the Local and to remit same not later than the last day of the same month to the Secretary-Treasurer of the Local. Such dues shall be remitted to the Local together with a record of those from whose pay cheques deductions have been made, including the number of hours that each Employee has worked.
- 4.09 Dues check-off shall continue during the lifetime of the Agreement or any renewal thereof, and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making new Agreement.
- 4.10 All new Employees will be given a copy of their job description, their classification and annual salary rate on their first day of employment. The Bureau agrees to provide up to thirty minutes during the first month of employment for a Union Representative to discuss the terms of the Collective Agreement with a new Employee. Copies of any new job descriptions that are created during the term of this Agreement shall be given to the Local. The Bureau shall provide to the Local, quarterly updated lists of all job titles in the Bargaining Unit.
- 4.11 (a) The Bureau shall forward to the Local for consultation any changes to the job descriptions or any new job descriptions prior to their implementation and to inform the



Local of any changes in classifications for all positions within ten (10) working days.

(b) Where the Local submits specific objections to the job descriptions provided under Clause 4.10 of the Collective Agreement the Bureau shall consult with the Local in an effort to resolve any such objections.

4.12 The Bureau shall provide the Local with all information relevant to salary rates, pension and benefit plans which Employees may require in order to be fully aware of their benefits and coverage. The Bureau shall also provide the Local with technical information that is beneficial or necessary for the Employees to carry out their duties.

4.13 The Bureau will provide, at its own cost, all Employees with one (1) copy of the Agreement within thirty (30) days of signing. Employees will be given a copy of the Agreement in the official language of the Employee's choice.

It is agreed that the Collective Agreement was negotiated in English and that, for purposes of interpretation, the English version shall prevail over the French version.

4.14 Subject to Clause 16.01, it is acknowledged by the Local that the hiring and promotion of Employees is at the sole discretion of the Bureau. The Bureau shall consult with Employees in the program concerned with respect to the establishment of job specifications as well as the hiring process prior to the hiring of persons for vacant or newly created positions within the Bargaining Unit.

4.15 The parties recognize the establishment of a Labour-Management Committee to deal with matters of mutual concern which are outside the negotiation and grievance procedures. The Executive Director or designate, one additional management representative and a representative of the Board of Directors, if so desired, shall meet every two months or as required by mutual agreement with the President of the Local or designate, one additional Local Representative and the National Staff Representative, if so desired. The following routine shall apply:

(a) The agenda shall be set by mutual agreement.

(b) The parties shall schedule meetings at a mutually agreeable time during working hours.

(c) Meetings may be cancelled upon reasonable notice by either party.

(d) It is understood and agreed that the committee will not discuss grievances nor will any discussion prejudice the grievance procedure.

(e) In the event that the parties are unable to agree on the disposition of a matter of mutual concern, each party agrees to state in writing their position and the reasons therefore.

- (f) Minutes of Labour-Management Committee meetings shall be recorded on a rotating basis.
- 4.16 No Employee shall be required or permitted to make a verbal or written agreement with the Bureau or a representative of the Bureau which may conflict with the terms of this Agreement, without the written consent of the Local.
- 4.17 Volunteers will not perform duties which are identified in the job descriptions of members of the Bargaining Unit. The use or presence of students shall not be considered a factor in the determination of full or part time work schedules.
- 4.18 Joint Health and Safety Committee
- a) The Bureau agrees to establish a Joint Health and Safety Committee that shall be charged with maintaining standards of Health and Safety in order to prevent accidents, injury and illness. The Committee shall identify potential dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. Management shall respond within twenty-one (21) days to any recommendation from the Joint Health and Safety Committee.
- b) The Committee shall consist of at least two (2) Representatives of the Local.
- (c) The Committee shall meet every two (2) months or more often as necessary.
- (d) The Committee shall be provided access to necessary information to enable it to fulfil its functions. In addition, the Committee shall be given access to health and safety records and any other pertinent information.
- 4.19 It is understood that, from time to time, the Employer will be required either by law or the nature of its work, to form committees to accomplish its goals. When Employee participation is required on these committees it is understood that they shall be asked to do so without loss of pay, and Employees required to attend meetings outside of their scheduled hours of work shall be compensated at their regular rate of pay. This time off without loss of pay shall be to attend committee meetings and to complete the required approved work of the committee. This includes but is not limited to: Joint Health & Safety Committee, Pension Committee, Workplace Harassment Committee, Labour/Management Committee, Job Evaluation Committee and Rainbow Committee.

## ***ARTICLE 5 - MANAGEMENT RIGHTS***

5.01 The Union recognizes and acknowledges that the management of the Bureau and the direction of the Employees are fixed exclusively in the Bureau. Without restricting the generality of the foregoing, the Union acknowledges that, subject to the provisions of the Collective Agreement such functions include the right of the Bureau to:

(a) Maintain order, discipline and efficiency.

(b) Hire, promote, demote, classify, transfer, suspend, layoff, recall, and retire Employees and to discipline or discharge any Employee, for just cause, provided that a claim by an Employee who has acquired seniority that she/he has been discharged or disciplined without just cause may be the subject of a grievance.

(c) Make, enforce and alter from time to time policies, procedures and reasonable rules to be observed by the Employees, which policies, procedures and rules shall not be inconsistent with the provisions of the Agreement. The Bureau shall notify the Local of its intention to make or alter policies and procedures and the Local shall be given the opportunity to make representation regarding such policies and procedures.

(d) Determine the nature and kinds of business conducted by the Bureau, the kinds and locations of operations, equipment and materials to be used, to control materials and parts, methods and techniques of work, the content of jobs, schedules of work, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operation of any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Bureau except as specifically limited by the express provisions of the Agreement.

(e) Designate a Negotiating Committee composed of two (2) members of the Board, the Executive Director, a designate, and one (1) advisor solely for the purpose of collective bargaining.

(f) In addition to the Negotiating Committee the Bureau shall have the right at any time to have the assistance of any suitable professional advisors that it feels it requires for the purpose of dealing or negotiating with the Local or the Union.

#### ***ARTICLE 6 · UNION REPRESENTATION***

6.01 The Bureau acknowledges the right of the Local to elect or otherwise select an Executive Committee, Grievance Committee composed of four (4) Employees and a Negotiating Committee composed of four (4) Employees and one (1) Union Representative, solely for the purpose of Collective Bargaining. The four employees participating in the Negotiating Committee will be paid, at their regular rate of pay, for a total of eighty (80) hours of face to face meetings with the Bureau's Negotiating Committee. The Bureau will confirm with the Local how these eighty hours are distributed between the committee members of the

Negotiating Committee.

- 6.02 The Local President or designate shall be a member of the Negotiating and Grievance Committees.
- 6.03 It is understood the Employees on the Grievance Committee have their regular work to perform on behalf of the Bureau. The Employees on the Grievance Committee shall be allowed time off without loss of pay to process a grievance, provided it does not interfere with the operations of the Bureau. If it is necessary for Employees on the Grievance Committee to process a grievance during their working hours, they shall not leave work without first obtaining the permission of their supervisor and such permission shall not be unreasonably withheld.
- 6.04 (a) The Local shall have the right to have the assistance of a Representative of the Canadian Union of Public Employees who shall have access to the Bureau's premises, upon notification to the office of the Executive Director, in order to investigate, or to assist in negotiations of a dispute, provided this does not interfere in the efficient operation of the Bureau.
- (b) Employees may have access to their own personnel files. Such access shall be in the presence of the Executive Director or a designate. Copies of an Employee's own personnel file may be obtained by the Employee. A Local Representative shall have access to an Employee's personnel file provided that the Employee concerned gives permission, in writing, to the Bureau with a copy to the Local Representative.
- (c) Any letter of reprimand, suspension or other disciplinary sanction, with the exception of those which concern professional misconduct regarding clients, shall be removed from the file of an Employee twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided that the Employee's record has been discipline free for such twenty-four (24) month period.
- 6.05 The Local shall have the right at any time to have the assistance of any suitable professional advisors that it feels it requires for the purposes of dealing or negotiating with the Bureau.
- 6.06 The Local shall provide the Bureau with a regularly updated list of the names of all those members holding positions within the Local: the Executive Committee, the standing committees, and the stewards. The Local will also inform the Bureau of changes or vacancies in such positions.

## ***ARTICLE 7 - GRIEVANCE PROCEDURE***

### **7.01 (a) Complaint Stage**

It is the mutual desire of the parties that all complaints and grievances shall be attended to and settled as quickly as possible. It is understood that Employees, with the assistance of the Local Representative if so desired, may present an oral complaint at any time to their

immediate supervisor without resorting to the grievance procedure below. Except as otherwise provided, it is understood that Employees shall have the option of first discussing any alleged complaint or grievance with their Director, before filing a grievance at Step 1. If, upon completion of said discussion, the matter is not resolved, it may be grieved and disposed of in the following manner.

**(b) Grievance Stage**

**Step 1:** The Employee may submit a written grievance to his/her Director, stating the name of the aggrieved Employee and the nature of this grievance. Such grievance must be submitted within fifteen (15) working days of the time the Employee knew of the occurrence of the event or events giving rise to the grievance. The grievance must be signed and dated by the aggrieved Employee. A Local Representative must accompany the Employee to a meeting with the Director concerned which shall be held within five (5) working days of the receipt of the grievance. The Director shall deliver a reply to the grievance, in writing, within five (5) working days from the date of the meeting.

**Step 2:** Failing settlement of the grievance at Step 1 or the failure of the Director to submit a reply within the prescribed period of time, the Employee may present the grievance, in writing, to the Executive Director within five (5) working days from the date on which the decision of the Director was due. The Executive Director or designate shall meet with the aggrieved Employee and a Local Representative to discuss the grievance within ten (10) working days of receiving the above grievance at Step 2. The Executive Director shall release a decision, in writing, within ten (10) working days from the date of such meeting, a copy of which shall be sent to the Employee and the Local.

**Step 3:** Failing settlement of the grievance at Step 2, or failure of the Executive Director or designate to reply within the ten working days of the meeting with the Local representative to discuss the matter, either of the parties may submit the grievance to Arbitration as hereinafter provided within ten (10) working days.

- 7.02 The Local shall have the right to process individual grievances arising from Article 4.03 commencing at Step 2, furthermore the Local has the right to process Group and Policy Grievances in cases where more than one (1) Employee has been affected or where a grievance could not be processed by an individual Employee, commencing at Step 2.
- 7.03 Saturdays, Sundays, holidays and any other day on which the Bureau's offices *are* closed shall not be considered working days within the meaning of this Article.
- 7.04 The time limits fixed in the grievance procedure may be extended by mutual agreement of the parties.

**ARTICLE 8 - ARBITRATION**

- 8.01 When the parties mutually agree, grievances which have been properly processed through all of the requisite steps of the Grievance Procedure within the prescribed time limits may be submitted to a single arbitrator. Where such mutual agreement does not exist, grievances shall be submitted to a Board of Arbitration.
- 8.02 The party wishing to submit the grievance to a single arbitrator shall make such request in writing, by registered mail, including the names of three (3) proposed arbitrators to the other party within ten (10) working days after the receipt of the reply at Step 3 of the Grievance Procedure.

The other party shall respond within ten (10) working days after the receipt of the request for a single arbitrator, with the name of the individual that the party has selected from the list provided, or three (3) alternative arbitrators.

If the party requesting arbitration does not agree to any of the names proposed by the other party, the matter shall be referred within ten (10) working days to the Ministry of labour for appointment of an arbitrator by the Ministry.

The single arbitrator shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the parties and upon any employee affected by it.

No person may be appointed as arbitrator who has been involved in an attempt to negotiate or settle the grievance.

The arbitrator shall not have the authority to alter, modify, change, add to or detract from any of the provisions of this Collective Agreement or to substitute any new provisions in lieu thereof or to give any decision contrary to the provisions of this Collective Agreement or to provide redress applicable to the time prior to the date of the filing of the grievance.

The parties agree to share equally the costs associated with the appointment of the single arbitrator.

- 8.03 The Board of Arbitration shall be composed of one (1) person appointed by the Bureau, one (1) person appointed by the Local **and** one (1) person to act as Chair chosen by the Bureau and Local appointee,

Within ten (10) working days of the request of either party for a Board of Arbitration, the other party shall notify, in writing, the party requesting arbitration of their appointee to the Board. Should the other fail to so notify within the time limits prescribed, the party requesting the arbitration may apply to the Minister of Labour within ten (10) working days requesting the appointment of a representative for the other party. The two (2) appointees shall within ten (10) working days of the appointment of the second appoint a third person who shall act as Chair.

Should the appointees chosen by the parties fail to agree upon a third person to act as Chair within ten (10) working days of the appointment of the second, a party may apply to the Minister of Labour for the appointment of a Chair.

The Board of Arbitration shall hear and determine the grievance at issue and shall issue a decision. The decision shall be final and binding upon the parties hereto, and upon any Employee affected by it. The decision of the majority shall be the decision of the Board of Arbitration but if there is not a majority the decision of the Chair shall govern.

The Board of Arbitration shall not have the authority to alter or change any of the provisions in the Collective Agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent of this Collective Agreement.

Each of the parties to the Collective Agreement shall pay for the fees and disbursements of its appointee to the Board of Arbitration and shall share equally the fees and disbursements of the Chair of the Board of Arbitration.

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

8.04 The time limits fixed in this arbitration process may be extended by mutual consent.

#### ***ARTICLE 9 - EMPLOYEE DEVELOPMENT***

9.01 (a) The Bureau shall provide adequate and continuous supervision for Employees throughout their term of employment. Upon request, Employees shall have access to their supervision file. Supervision notes will be documented in a timely fashion. Each Employee shall attend all designated periods of instruction in supervision held during the Employee's working hours, and be prepared as required for same. Supervision will be scheduled at a mutually agreeable time except in cases of emergency.

(b) Work plans will be developed as part of the supervision process and by mutual agreement. The plan shall be reviewed no less than semi-annually.

9.02 Employees, as a condition of employment, shall attend educational/training activities as may be deemed desirable. When an Employee is asked to participate in such an activity, the Bureau shall pay expenses in the following manner:

Meals - for each full day, with receipts for expenditures, an amount not to exceed forty-six dollars (\$46.00) including gratuities. For partial days, the amounts should be allocated as follows:

Breakfast \$ 9.00      Lunch \$16.00      Dinner \$21.00

NOTE: The amounts above include gratuities . No reimbursement of meals shall be allowed where meals are provided as part of the fee for the activity.

Travel - Where travel is required in order to attend such an activity, the normal mode of travel shall be by bus coach. At the discretion of the Director, approval may be given for coach class by rail or economy class by air. The Director may approve travel by personal vehicle by the Employee. The Employee in this circumstance shall be reimbursed an amount equivalent to the rail coach rate.

Accommodation - When required, and not part of the fee for the activity, reasonable expenses related to hotel/motel accommodation shall be reimbursed.

- 9.03 Each Employee has the right to request leave without loss of salary for professional development courses at the Employee's own expense provided that the course is approved by the Executive Director and that such leave does not interfere with the operations of the Bureau. Employees attending such activities agree to be present at all sessions and to submit a detailed report upon their return.
- 9.04 An Employee may request an Education Leave of Absence which may be unpaid, partially paid, or fully paid. In cases where the leave is partially paid or fully paid, the Employee shall be committed to return for a period of at least one day's employment for each day of Education Leave.
- 9.05 Should the Bureau refuse to grant an Education Leave of Absence, an explanation of such refusal shall be given in writing to the Employee within ten (10) days.
- 9.06 The Bureau shall conduct an orientation program for all first-time Employees prior to the mid-point of the probationary period.
- 9.07 (a) In pursuing the Bureau's commitment to support the professional development of staff, the Bureau shall equitably fulfil the training needs of staff regardless of their program of origin.

Training priorities will be identified through consultation and posted on an annual basis.

- 9.08 The Bureau shall provide program specific training and orientation as required for emergency relief part time Employees.

## **ARTICLE 10 · EMPLOYEE EVALUATION**



- 10.01 The Bureau shall provide a written appraisal of the employee's performance at the mid-point of an employee's probationary period and prior to the completion of the probationary period. Such appraisal shall be used to assess the performance of the employee to make the employee aware of the effectiveness of their performance, to assist in the planning and training opportunities for employees, and to assist in the development of the professional potential of employees.
- 10.02 Upon completion of the written performance appraisal the employee will receive a copy and shall sign the document to confirm receipt. The employee shall have the opportunity to add written comments to the performance appraisal. All performance appraisals shall be placed in the employee's personnel file. The contents of such appraisals shall not be grievable.
- 10.03 On an annual basis the Bureau will work with staff to prepare Employee Work Plans designed to assist the individual in identifying their specific abilities and maximizing their potential. These plans are to be for the purposes of meeting career goals, organizational objectives and of achieving greater efficiency. It is understood that the work plan may be used as a tool in assessing employee performance.
- 10.04 Work Plans and appraisals shall be in the official language of the employee's choice, provided the employee is working in a unit that is officially designated by the Bureau to provide services in that official language. A Summary of Employment will be performed upon termination of employment.

### ***ARTICLE 11 - HOURS OF WORK/SCHEDULING PRACTICES***

- 11.01 The following clauses are intended to define the normal hours of work and shall not be considered as a guarantee of hours of work per day or per week.
- 11.02 (F.T.) The normal hours of work for all employees shall be forty (40) hours per week and will include paid thirty (30) minute eating periods, after five (5) hours of work.
- 11.03 Employees required to attend meetings outside of their scheduled hours of work shall be compensated at their regular rate of pay.
- 11.04 (P.T) (a) Regular part-time Employees may work more than their predetermined hours occasionally, and will be paid at their regular job rate for the extra hours worked.
- (b) The Bureau will endeavour, on a unit-specific basis, to utilize bona fide occupational requirements and seniority in equitably allocating available shifts to casual part-time Employees. Equitable allocation of shifts will be averaged over the full master base rotation.

(c) Emergency relief part-time Employees will only be accessed if no regular part-time Employees or casual part-time Employees on the unit's list are available to work or would thereby exceed forty-four (44) hours for the week.

(d) Shifts filled on an emergency basis (less than forty-eight (48) hours notice) may be allocated on a first come first served basis. Calls to staff must be made in order of seniority.

(e) Unit specific seniority lists shall be posted.

(f) Shifts will include paid thirty (30) minute eating periods after five (5) hours of work.

11.05 The Bureau shall endeavour to post shift schedules ten (10) working days in advance of implementation. In no case shall shift schedules be posted less than five (5) working days prior to implementation. Changes to the schedule for full time employees will be done by mutual consent except in extraordinary circumstances.

11.06 The Bureau shall consult with Employees affected when determining schedules of work.

11.07 (P.T.) A part-time Employee shall be remunerated for any shift cancelled with less than twelve (12) hours notice.

11.08 An employee shall complete and submit a bi-weekly time sheet one-week after the end of the pay period. The employee shall submit this to the Director or designate.

11.09 Employees may be required to report a detailed record of hours worked.

11.10 (P.T.) Casual part-time Employees and emergency relief part-time Employees must submit a signed statement of availability to the unit Director. Statements of Availability must be negotiated between the Employer and Employee. Changes in availability must be negotiated and mutually agreed upon between the Employer and Employee. Agreement to such changes shall not be unreasonably withheld. Availability will be reviewed on a quarterly basis.

Casual part-time Employees and emergency relief part-time Employees shall not have grievance and arbitration rights in the event of termination due to: 1). Lack of work; or 2) The Employee's unavailability to work over a period of one (1) month; or having refused six (6) or more consecutive offers of work consistent with their statement of availability; which ever comes first. This shall not apply to an Employee who has been granted an approved leave of absence.

11.11 The parties agree that the following guidelines will be observed when the Bureau considers the approval of staff initiated requests for reduced work weeks.

(a) Although benefits will be maintained, the accrual of sick and vacation leave, life

insurance and LTD benefits will be pro-rated.

(b) Employees who are scheduled to work on a statutory holiday will receive that day off with pay. Employees who are not scheduled to work will receive time off in recognition of the statutory holiday, at a rate which will be determined by their average work day as per Regulation 325(11)(1)© in the Employment Standards Act.

(c) The reduced work week arrangement may be terminated by the Employee during the first one (1) year after implementation, with a minimum of four (4) weeks written notice. After a period of one (1) year, the Employee may not unilaterally decide to return to working forty (40) hours per week.

(d) In the event of a layoff, positions which are held by an Employee who is working a reduced work week will be considered as regular full-time (i.e. forty hours per week) positions, if the reduced work week arrangement has been in place for less than one (1) year.

(e) Where there is a conflict between this Article and other Articles of the Collective Agreements, this Article shall prevail.

## ***ARTICLE 12 - OVERTIME AND PREMIUM PAY***

12.01 (F.T.) Except in cases of emergency, all overtime must be authorized in advance.

12.02 Any overtime in excess of forty-four (44) hours per week shall be accumulated at one and one half the regular rate.

12.03 Employees required to work beyond a regularly scheduled shift due to a staffing emergency shall accumulate those additional hours at time and one half of the employees regular rate.

12.04 (FT) All hours accumulated in 12.01, 12.02, 12.03 shall be compensated by:

- i) Time off at a time agreed upon by the Employee and the Director or
- ii) Payment.

In both i) and ii) all time sheets must be submitted and verified prior to approval or payment

12.05 Overtime opportunities on each occasion shall be offered to employees in the following order:

- i) Full time employees within the program by seniority who have declared their availability in writing,
- ii) Part time employees within the program by seniority who have declared their availability

in writing,

- iii) other employees.

***ARTICLE 13 - PROBATION***

13.01 (F.T.) There shall be a probationary period of 720 hours at work from the date of commencement of employment for new full time Employees. Where the employee has previously completed the probationary period as a part time employee, a second probationary period is not required. Where the Employee is appointed to a full time position during the part time probationary period, the employee shall be required to complete the unfinished portion of the initial probation period.

13.02 (P.T.) There shall be a probationary period for all new part time Employees of  
 (a) 720 hours at work from the date of commencement of employment, or

(b) six (6) months of employment, whichever is less.

13.03 Employees shall receive written notice when they have completed their probationary period. If no notice is received within five (5) days of the end of the probationary period, the probationary period shall be deemed to have been completed.

13.04 A current Employee who obtains a new position in a Bargaining Unit shall be allowed a trial period of eight (8) weeks. If at the end of this eight (8) week trial period, the Bureau or the Employee determines that the Employee in question is not suitable for the new position, the Employee shall be transferred back to his/her former position with no loss of seniority, sick leave, vacation credits or other health and welfare benefits.

13.05 The employment of a probationary Employee may be terminated at anytime during the probationary period at the sole discretion of the Bureau and such Employee shall not have recourse to the grievance procedure. Such discretion shall not be exercised in a discriminatory manner.

***ARTICLE 14 - SENIORITY***

14.01 (a) Upon completion of the probationary period, seniority shall be effective from the date of the commencement of employment.

(b) (F.T.) Vacation leave shall be instituted upon completion of the probationary period. Vacation entitlement shall be calculated as of the date of commencement of employment. All Employees shall be entitled to sick leave credits as specified in Article 20.

14.02 Seniority shall be carried over when an Employee changes from one position to another within the Bargaining Unit.

- 14.03 Seniority shall terminate and Employees shall cease to be employed by the Bureau when they:
- (a) resign in writing;
  - (b) are discharged and are not reinstated through grievance procedure or arbitration;
  - (c) fail to report to work within ten (10) days after being notified by the Bureau following layoff unless alternative arrangements for reporting to work are made with the Director within that ten (10) day period;
  - (d) are absent from work in excess of three (3) working days without sufficient cause or without notifying the Bureau unless such notice was not reasonably possible;
  - (e) fail to return to work upon termination of an authorized leave of absence or utilize a leave of absence for purposes other than those for which leave of absence was granted.
  - (f) has not worked for the Bureau for reasons of illness or injury for a consecutive 24 month period. This provision does not apply to an Employee who is suffering a compensable injury in the meaning of the Workplace Safety and Insurance Board legislation.
- 14.04 It shall be the duty of the Employee to notify the Director of Human Resources, in writing, promptly of any change of address. Should the Employee fail to do so, the Bureau shall not be responsible for the failure of any notices, which may be required under the Agreement to reach the Employee.
- 14.05 Seniority lists shall be posted by April 30 and October 31 of each year. Employees shall have thirty days after posting to challenge the list.
- 14.06 The Bureau shall, in writing, notify the Local on a monthly basis of the occurrence of all hirings, terminations, layoffs, recalls, promotions, transfers and appointments.
- 14.07 (P.T.) Sleepovers shall accumulate seniority for one half of the total hours worked on each overnight shift.

### ***ARTICLE 15 - LAYOFF AND RECALL***

- 15.00 Layoff shall mean the discontinuation or reduction in hours of a position or positions, with the exception of casual part time positions, due to a lack of work or reduction or discontinuation of a service or program.

- 15.01 Advance Notice of Layoff - unless legislation is more favourable to the Employee, the Bureau shall give advance notice to Employees who are to be laid off according to the following:
1. Employees with more than four months but less than five years of service will receive a minimum of four weeks notice in advance of the actual date of layoff.
  2. Employees with five years or more of service will receive notice in advance of the actual date of layoff equivalent to one week of notice per year of service to a maximum of nine (9) weeks.
  3. If work is not provided for during the period of notice Employees shall be paid for the days for which work was not made available.
- 15.02 Employees in receipt of a notice of layoff will be provided with reasonable time off from work with pay to attend job interviews.
- 15.03 Employees in receipt of a notice of layoff will have the opportunity to meet with their Program Director or designate within five (5) working days, or at a mutually agreed upon time, to review their options. Employees may be accompanied to this meeting by a representative of the Local.
- 15.04 Employees in receipt of a layoff notice shall have, subsequent to the meeting identified in Article 15.03, a further period of five (5) working days to advise the Bureau, in writing, of their application for positions for which they qualify and which they would prefer by reason of seniority.
- 15.05 (a) An Employee who is recalled from layoff shall be credited all seniority as of the date of layoff
- (b) (F.T.) An Employee who is recalled from layoff shall be credited all outstanding vacation and sick leave credits as of the date of layoff.
- 15.06 Where required, layoff notice will be given to the Employees with the least seniority, in the position being eliminated in the Unit affected.
- 15.07 Staff in receipt of a notice of layoff may displace workers on a Bargaining Unit wide basis if they;
- a) have more seniority
  - b) have the necessary skills and would be able to do the work efficiently and competently
  - c) meet bona fide occupational qualifications where applicable

Individuals who are determined by management to have the necessary skills and abilities to perform the work of the new position shall be provided with a familiarization period of eight (8) weeks. This eight week period shall consist of formalized orientation and training which will be reviewed with the immediate supervisor. A formal evaluation of fit will be conducted at mid point and prior to the end of the 8 week period

(d) Displace into a position which has an equal or lower job rate than the job rate of their current position.

- 15.08 Voluntary layoffs will only be considered if an individual in a Unit where a staff has been displaced, agrees to leave the Bureau on a voluntary basis.
- 15.09 Staff in receipt of a layoff notice who bump into another Unit will do so on a permanent basis. Their opportunity to return to their Unit of origin, will be through application to a posting.

## **RECALLS**

### **15.10 Notice of Job Availability**

The Bureau will provide each Employee on recall with notices of job availability through regular mail. Employees who do not expect to be available at their mailing address will be responsible for informing the Bureau of where they can be reached. The Bureau will also forward copies of all correspondence to the Local.

- 15.11 No new Employee shall be hired or a vacancy filled until all laid-off employees have been given notice of the available position.

### **15.12 (F.T.) NOTICE OF RECALL**

(a) Recalls shall be in order of seniority subject to Article 15.07 (b) and (c). Employees who are laid off will be placed on a recall list until they have had two (2) recall notices to comparable positions or for eighteen (18) months, whichever comes first. Employees will be provided with recall notices by registered mail. Employees who do not expect to be available at their mailing address will be responsible for informing the Bureau of where they can be reached. The Bureau will also forward copies of all correspondence to the Local. Employees who have not been returned to their former position or comparable work within eighteen (18) calendar months of layoff shall lose their seniority and shall be terminated at that time.

Staff who are in receipt of a layoff notice and who are unable to bump into another position may be permitted by the Employer to work as casual part-time employees without penalty, for the duration of the recall period. Such individual shall maintain their right to recall and shall not accumulate any seniority in addition to that which they would have accumulated

had they not worked during their recall period. Such individual will retain their part-time status and full seniority should they not be recalled to a full-time position.

- 15.13 Employees who are recalled to work shall have the opportunity to return to the position which was held prior to the layoff should it become vacant.
- 15.14 An Employee who is recalled from layoff shall be credited all seniority, all outstanding vacation and all outstanding sick leave credits accrued as of the date of layoff.
- 15.15 An Employee who is laid off shall be entitled to a cash equivalent of all vacation leave credits accrued as of the date of layoff.
- 15.16 A grievance concerning layoff or recall shall be submitted at Step 2 of the Grievance Procedure.

#### ***ARTICLE 16 - VACANCIES AND TRANSFERS***

- 16.01 The Bureau agrees to post internally all vacancies or new positions which become open either inside or outside of the Bargaining Unit. The Bureau shall notify the Local, in writing, and post notice of the position in the Bureau's offices, and on all bulletin boards for a minimum of five (5) working days so that all members will know about the vacancy or new position. Employees shall have the right to apply for such vacancies or new positions and be considered for the same. The Bureau agrees not to advertise outside nor consider external applicants for positions until all applicants from within the Bargaining Unit have been considered and have been notified as to whether or not they are successful. It shall be the sole discretion of the Bureau to determine if and when a vacancy occurs. It is understood that all vacancies outside the Bargaining Unit will be open to application from non-bargaining unit staff.
- 16.02 The Bureau agrees to post all non-bargaining unit positions concurrently with external advertisements. For administrative positions, internal applications will be disposed of prior to external interviews. For executive director and director positions, internal applicants will be considered with the external candidates.
- 16.03 Any posting shall include the job title, salary range, the program and unit, the qualifications required, and the closing date of the competition. All postings will include a reference to the appropriate job description available in all units in a Job Description Manual. It shall be the exclusive right of the Bureau to determine the qualifications for any vacancy and, upon request, the criteria upon which the hiring decision was made shall be forwarded to the Local.
- 16.04(a) When a vacancy occurs the following factors shall be considered by the Bureau in evaluating candidates for the vacancy:



(i) skill, ability, experience, knowledge, and training;

(ii) seniority;

It is understood that where the qualifications referred to in (i) above are relatively equal, (ii) will govern.

(b) Transfers

Employees may place their name on a transfer list during the posting period. These employees will only be considered for the vacancy after all internal applicants have been considered and notified. It is understood that this is not a competition and therefore the criteria for transfer into a position are at the sole discretion of the Bureau.

- 16.05 All applicants shall be informed in person or by ordinary mail as to the disposition of their application within ten (10) working days of the Bureau's hiring decision. In such cases where applicants are not to be interviewed, they will be given the opportunity to meet with the Director to review the reasons for the decision as soon as is practical following the Bureau's decision.
- 16.06 The Bureau shall endeavour to fill all vacant or newly-created full-time positions by hiring full-time Employees within a reasonable time period. The Bureau shall notify the Local when it does not intend to post a vacancy no more than thirty (30) days after the vacancy is created. This notification shall include reasons for the decision.
- 16.07 Employees shall not be transferred to a position outside their Bargaining Unit without their consent. If Employees are transferred or promoted to contract positions outside of their Bargaining Unit, they shall retain their seniority accumulated up to the date of leaving the unit but they will not continue to accumulate seniority.

### ***ARTICLE 17 - TERMINATION***

- 17.01 (F.T.) **An** Employee who is on probation shall receive notice of termination, or pay in lieu of notice, of at least one week. Employees who have completed probation shall receive notice of termination as follows:
- (a) Less than two (2) years - two (2) weeks.
  - (b) Two (2) to three (3) years - three (3) weeks.
  - (c) Three (3) to five (5) years - four (4) weeks.
  - (d) Five (5) years or more - eight (8) weeks.

- 17.02 An Employee who resigns or whose employment is terminated shall receive, in accordance with the Employment Standards Act, outstanding holiday pay, wages and pay for accumulated compensatory time. Provided that if an Employee gives less than two (2) weeks notice, monies provided for in this clause will be issued within two (2) weeks of the date of resignation.
- 17.03 An Employee who is discharged or suspended shall be given, upon request, the reason(s) for such discharge or suspension in the presence of a Local Representative. A written statement of such reasons shall be given to the Employee and, upon the Employee's request, a copy of such statement shall be given to the Local.
- 17.04 A claim by an Employee to have been discharged or suspended without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the Local at Step 2 of the Grievance Procedure within ten (10) working days of the date of discharge or suspension and, for the purposes of this Article, Step 1 shall be waived. Such special grievance may be settled by mutual agreement at any time under the Grievance Procedure by:
- (a) confirming the Employer's action in discharging or suspending the Employee;
  - (b) reinstating the Employee with full compensation for time lost;
  - (c) any other arrangement which is just in the opinion of the conferring parties, a single arbitrator, or the Board of Arbitration, if appointed.
- 17.05 Retirement - The normal date of retirement shall be in accordance with the Youth Services Bureau Pension Plan.
- 17.06 (F.T.) An Employee shall have the right to take an early retirement with full pension benefits in accordance with the Youth Services Bureau Pension Plan.
- 17.07 Employees shall submit outstanding time sheets and expense claims before the last day of employment.

### ***ARTICLE 18 - VACATIONS***

- 18.01 All Employees who have been employed by the Bureau for less than four (4) months shall, on resignation or termination of employment, receive in lieu of vacation pay an amount equal to four percent (4%) of their earnings up to the date of resignation or termination.
- 18.02 (F.T.) All other Employees shall receive annual vacation with pay calculated as follows:
- (a) for Employees employed less than one year, 1.25 working days (10 hours) per month of employment in the calendar year for which the vacation is being calculated

to a maximum of 3 weeks (120 hours).

- (b) for Employees employed for eight (8) years or less, 1.66 working days (13.28 hours) per month of employment to a total of 4 weeks (160 hours) in the calendar year. Maximum vacation accrual will be 30 days or 240 hours.
- (c) for Employees employed for more than eight (8) years, 2.08 working days ( 16.64 hours) per month of employment to a total of 5 weeks (200 hours) per calendar year. Maximum vacation accrual will be 37.5 days or 300 hours.
- (d) for Employees who work less than forty (40) hours per week, the rate of vacation leave accumulation is pro-rated

18.03 (F.T.) Vacation entitlement as set out above shall accrue monthly during each calendar year and must be taken not later than six (6) months after the end of the twelve (12) month period for which vacation was earned. Requests for vacation advances will not be unreasonably withheld.

18.04 (P.T.) The Bureau shall give to each Employee vacation time off without pay of at least two (2) weeks upon the completion of each twelve (12) months of employment.

18.05 (P.T.) (a) The Bureau shall pay casual and emergency relief part-time Employees an amount equal to and no less than

- i) 4 % of the wages of the Employee for 0 – 2088 hours worked.
- ii) 6% of the wages of the Employee for 2089 – 16,704 hours worked.
- iii) 8 % of the wages of the Employee for all hours above 16,705 worked

payment

This payment shall be made on each pay.

18.06 (P.T.) (b) The Bureau shall pay regular part-time Employees an amount equal to and no less than

- i) 6% of wages of the Employee for 0 – 16,704 hours worked,
  - ii) 8 % of the wages of the Employee for all hours above 16,705 worked
- payment.

This payment shall be made on each pay.

18.07 An Employee may, upon giving notice of one full pay period, receive on the last pay day preceding commencement of annual vacation any pay cheques which may fall due during the vacation period.

18.08 Vacations shall be granted on the basis of seniority within the staff team.

18.09 When Employees are requested to work during their scheduled vacations they shall be paid at double their regular rate of pay plus one vacation day off for each day in which work was

performed.

- 18.10 Employees, upon giving notice of requested vacation leave, shall be given a response to their request within ten (10) days. In the event that the Employee's request is refused, they shall be given reasons for such refusal in writing.
- 18.11 (F.T.) Where an Employee's scheduled vacation is interrupted by serious illness or hospitalization, the period of such illness or hospitalization shall be considered sick leave and shall not be counted against the Employee's vacation credits. The Employee will be required to supply the Bureau with a certificate completed by a legally qualified medical practitioner confirming the nature and duration of the Employee's illness.

**ARTICLE 19 - HOLIDAYS**

- 19.01 (FT) The following holidays shall be observed with pay:

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

A day between December 24 and January 2 inclusive, as determined by the Bureau.

In addition, any other statutory holidays proclaimed by the Federal or Provincial governments shall be granted.

- 19.02 (PT)a) The following holidays shall be observed with pay for all part-time employees.

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

- b) A part-time employee who works on one of the above holidays other than Christmas Day, Boxing Day and New Year's Day shall be paid at the rate of one and one-half (1 ½) times their regular rate for each hour worked: A part-time employee who works on Christmas Day, Boxing Day and/or New Year's Day shall be paid at the rate of double times their regular rate for each hour worked.

- 19.03 (F.T.)a) Employees who work on one of these holidays (other than Christmas Day, Boxing

Day, and/or New Year's Day) shall be compensated for that time at a rate which is time and one-half the regular rate of pay plus another day off with pay in lieu of the holiday which shall be taken on the first working day following their annual vacation or on a working day determined by the Bureau in consultation with the employee concerned.

- 19.03 (F.T.)b) Employees who work on Christmas Day, Boxing Day, and/or New Years Day shall be compensated for that time at a rate which is double the regular rate of pay plus another day off with pay in lieu of the holiday which shall be taken on the first working day following their annual vacation or on a working day determined by the Bureau in consultation with the employee concerned.
- 19.04 Employees who use sick leave on a public holiday shall not receive any public holiday pay.
- 19.05 (PT) An employee who is regularly scheduled to work on one of the holidays noted in Article 19.02, and who is unable to do so because the Bureau's offices are closed, will be reimbursed for the hours they would regularly work.
- 19.06 (FT) An employee on vacation when a holiday is observed will receive an extra day's vacation with pay.
- 19.07 Employees who wish to observe religious holidays other than those listed above may arrange, in consultation with their supervisor, to exchange Good Friday, Easter Monday and Christmas Day for equivalent time off.
- 19.08 (a) Any employee who is on a holiday as identified in article 19.01 (other than Christmas Day, Boxing Day, and/or New Year's Day) and who is required by the Bureau to work a non-scheduled shift on that day, shall receive pay at a rate which is double the regular rate of pay, plus one (1) additional day off with pay.
- 19.08 (b) Any employee who is on a holiday on Christmas Day, Boxing Day, and/or New Year's Day and who is required by the Bureau to work a non-scheduled shift on that day, shall receive pay at a rate which is triple the rate of pay, plus one (1) additional day off with pay.
- 19.09 Refer to Letter of Understanding dated June 6, 2002.
- 19.10 There shall be no pyramiding of benefits allowed within this agreement. The employee shall receive the greater benefit available to her/him.

***ARTICLE 20 - SICK AND OTHER LEAVES***

- 20.01 (F.T.) Every Employee shall be credited with 1-1/2 days (12 hours) of paid sick leave per month of active employment, pregnancy or parental leave. The rate of sick leave accumulation is pro-rated when Employees are employed for less than 40 hours per week.
- 20.02 (F.T.) (a) An Employee shall supply the Bureau with a certificate completed by a legally-qualified medical practitioner confirming the Employee's sickness after three (3) days of continuous absence from work.
- (b) Employees who are absent from work for extended periods due to sick leave may be required to confirm their fitness to return to their regular duties.
- 20.03 (F.T.) Employees who schedule medical or dental appointments during working hours will be required to make a formal request in advance of the appointment indicating the time of the appointment and the expected time they will return to work. This request must be approved by the Employee's immediate supervisor. Employees are expected to schedule such appointments outside of their working hours whenever possible.
- 20.04 (F.T.) A deduction will be made from an Employee's sick leave credits for each working day, or portion thereof, that the Employee is absent on sick leave.
- 20.05 (F.T.) If an Employee obtains sick leave with pay due to the act of a third party, for which the Employee is entitled to recover damages, the Employee may claim the amount paid by the Bureau representing salary for the leave period in any action brought by the Employee. Any amount so recovered will be paid to the Bureau. In all cases, if the Bureau is reimbursed for such leave taken, the number of days of sick leave for which the Bureau has been reimbursed shall be restored to the Employee's accumulated sick leave.
- 20.06 (F.T.) Compassionate Leave - In the event of the death of a member of an Employee's immediate family, the Employee shall be granted a leave of absence with pay for five (5) consecutive working days. In the event of a serious illness of a member of an Employee's immediate family, the Employee shall be granted a leave of absence with pay for **up** to five (5) consecutive working days.

In the event of the death of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for three (3) consecutive working days. In the event of a serious illness of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for up to three (3) consecutive working days.

In special circumstances, the Bureau may grant an extension of time for such leave.

(P.T.) Compassionate Leave - In the event of the death of a member of an Employee's immediate family, the Employee shall be granted a leave of absence with pay for five (5) consecutive working days. In the event of a serious illness of a member of an Employee's immediate family, the Employee shall be granted a leave of absence with pay for up to five

(5) consecutive working days. It is understood that such leave will be granted only if the Employee is scheduled to work on those days he/she is absent due to compassionate leave.

In the event of the death of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for three (3) consecutive working days. In the event of a serious illness of a member of an Employee's family, the Employee shall be granted a leave of absence with pay for up to three (3) consecutive working days. It is understood that such leave will be granted only if the Employee is scheduled to work on those days he/she is absent due to compassionate leave.

In special circumstances, the Bureau may grant an extension of time for such leave, but it shall be without pay.

- 20.07 Personal Leave - Employees shall make all requests for leave of absence without pay in writing, explaining why they are requesting the leave and the expected duration of the leave, at least ten (10) working days prior to the first day of such proposed leave, except in cases of emergency. Such requests shall be addressed to the Executive Director who shall respond in writing within ten (10) working days stating whether the request is granted, and giving reasons for refusal if it is refused.
- 20.08 Conference Leave - Leave of absence without pay shall be provided for a total of twenty (20) working days per calendar year for the Bargaining Unit, provided such leave to be shared by members of the Bargaining Unit with not more than two (2) Employees of the same Program away at the same time. The purpose of such leave is to attend Union conferences, conventions or meetings.
- 20.09 The Bureau shall continue to pay premiums for benefit plans for Employees who are on a paid leave of absence. Employees on unpaid leaves of absence may continue to participate in benefit plans if they pay the necessary premiums themselves, subject to the approval of the insurer. The Employee may arrange with the Bureau to prepay the full premiums for any benefits during the expected period of leave.
- 20.10 (F.T.) (a) Employees who are compelled to serve as jurors in any court of law, or are required to attend as a witness in a court proceeding in which the Crown is a party, or are required by subpoena to attend a court of law or coroner's inquest shall be granted a leave of absence for this purpose. Upon completion of their jury or witness service such employees shall present to the Bureau a satisfactory certificate showing the period of such service, if the Bureau so requests. This clause will not apply to a court action in which the Employee is a party.
- (b) The Bureau shall pay such Employee the wages that would otherwise have been earned at the regular, straight-time hourly rate. The Employee will reimburse to the Bureau all honorariums including jury duty pay and witness fees. Such leave shall not constitute a break in service for the calculation of benefits covered by the Agreement.

20.11 The Bureau agrees to establish a pre-paid leave plan, funded in whole by the Employee and subject to the following terms and conditions:

Eligibility: This plan is available to all full-time Employees with a minimum of two (2) years seniority.

(a) Employees must make written application to the Executive Director at least three (3) months prior to the intended commencement date of the program. The Bureau shall respond in writing to the Employee's application within twenty (20) working days.

(b) During the salary deferral period, a maximum of twenty (20) percent will be deducted and held for the Employee and will not be accessible to the Employee until the year of the leave or upon withdrawal from the plan.

(c) The deferred salary shall be held by the Bureau in trust in an interest bearing account.

(d) All of the deferred income plus accrued interest shall be paid to the Employee in either one lump sum or in twenty-six (26) instalments in the year of the leave.

(e) Withdrawal from the plan is subject to a two (2) months notice to the Executive Director. In the event of the withdrawal of the Employee from the plan, the deferred salary plus accrued interest shall be paid to the Employee within one (1) month. In the event of the death of an Employee, the deferred salary plus interest shall be paid to the Employee's estate.

(f) Upon completion of the leave, the Employee shall be reinstated to the position the Employee most recently held, if it still exists, or to a comparable position if it does not, at no less than the wages earned at the time the leave of absence began.

(g) In the period that the Employee is on leave the vacation and sick leave credits shall cease to accumulate. Seniority shall not be interrupted.

20.12 Employees may use **up** to five-(5) days, (40 hours), of accumulated sick leave per year in order to care for their immediate family members who are ill. It is further understood that employees shall endeavor to make alternative care arrangements when possible.

20.13 Leave to Hold Public Office:

(a) The Bureau recognizes the right of Employees to participate in public affairs. Therefore, upon written request, the Bureau shall grant a leave of absence without loss of seniority and without pay so that Employees may be candidates in a Federal, Provincial or Municipal election. Such leave shall follow nomination of the candidate and shall terminate on election day.



(b) An Employee who is elected to public office shall be granted a leave of absence without loss of seniority and without pay for the duration of one term of their office.

- 20.14 (F.T.) Employees may accumulate up to a maximum of ninety (90) days of sick leave in their sick leave bank. Those employees still employed as of the June 1, 1995 shall retain sick leave accumulated to that date. The total accumulated sick leave in the Employees' sick leave bank at the date of ratification shall become their maximum accumulated sick leave if it exceeds ninety (90) days.

### ***ARTICLE 21 - EMPLOYEE PROTECTION***

- 21.01 The Bureau, at its expense, will provide legal representation to Employees who are being charged under the Criminal Code of Canada and/or sued civilly for reasons arising out of the conscientious performance of authorized duties.

### ***ARTICLE 22 - REIMBURSEMENTS***

- 22.01 Motor Insurance - Employees may be authorized to use Bureau owned vehicles, and shall use these vehicles strictly for authorized business. All such vehicles shall be maintained in safe working order as required by the Highway Traffic Act. Employees shall report any defect in the Bureau's vehicles to the Bureau, and the Bureau shall investigate such report and make repairs where necessary.
- 22.02 The Bureau shall arrange, at the Bureau's expense, for appropriate insurance for all of the Bureau's vehicles. All Employees who drive the Bureau's vehicles shall be required to have appropriate, valid driving permits. The Bureau shall provide for each Employee authorized to drive the Bureau's vehicles an all-inclusive business use insurance policy providing for liability protection. In a second and subsequent accidents, an Employee who is found to be negligent or guilty by a court or insurance company, shall be responsible for paying the deductible portion of the insurance policy in a proportion corresponding to the degree of negligence or guilt as assessed by the court or insurance company.
- 22.03 Employees using their own vehicles with the authorization of the Bureau within the National Capital Region shall be reimbursed a kilometerage allowance of thirty-five (35) cents per kilometre.

Employees using their own vehicles with the authorization of the Bureau outside of the National Capital Region shall be reimbursed by kilometerage allowance of fifty percent (50%) of the applicable allowance as specified in the above paragraph.

This kilometerage allowance shall be considered reimbursement for all expenses incurred in operating vehicles for the Bureau, including public liability insurance. Such liability is to be no less than \$1 million and be insurance for business purposes.

22.04 The Bureau shall reimburse Employees for all authorized reasonable expenses incurred in the course of discharging their duties on behalf of the Bureau provided that receipts, where reasonably available, and a written account of all expenses are submitted by the Employee. Expenses incurred as a result of the negligence of an Employee shall not be reimbursed, but it is understood that an Employee will be reimbursed for paid parking tickets obtained during emergency circumstances.

22.05 The method for the reimbursement of expenses shall be as follows:

Each Employee shall keep a detailed record of expenses on forms provided by the Bureau. The expense sheet shall be submitted to the Finance Department not later than the tenth (10th) working day of the month following the expense. The Employee shall be reimbursed within ten (10) working days after submission. When an Employee submits a claim for expenses after the tenth (10th) working day of the month following the expense, reimbursement shall be made by the fifteenth (15th) day of the month following submission. Wherever possible, Employees will not accumulate expenses for more than two (2) months. Employees who have received advance expense money prior to ratification shall reimburse the Bureau upon the termination of their employment.

22.06 Employees who suffer damages to their personal property in the normal course of their duties shall be reimbursed out-of-pocket expenses in accordance with the following guidelines:

(a) The Bureau will reimburse Employees where they suffer damage to their personal property in the course of carrying out their duties in a conscientious manner.

(b) Reimbursement will be authorized by the Executive Director to a maximum of two hundred and fifty dollars (\$250.00).

(c) In exceptional circumstances, additional monies may be authorized by the Bureau.

### ***ARTICLE 23 - HEALTH AND WELFARE BENEFITS***

23.01 (F.T.) The Bureau agrees to reimburse Employees who reside outside the Province of Ontario the equivalent paid in Health Benefits under the Province of Ontario's Employer Health Tax.

23.02 The Bureau agrees to cover all Employees under the Workplace Safety and Insurance Board.

23.03 Each Employee covered by this Agreement shall pay Canada Pension Plan as required by the Canada Pension Plan Act. The Bureau shall pay Canada Pension Plan as required by law.

23.04 (F.T.) Each Employee covered by this Agreement shall join the following benefit plans.

- (a) Group Life Insurance  
The Bureau pays one hundred percent (100%) of the premium cost.
- (b) Accidental Death or Dismemberment  
The Bureau pays one hundred percent (100%) of the premium cost.
- (c) Extended Health Insurance  
Includes prescription drugs, semi-private, hospital coverage, psychological services, vision care plan, massage and chiropractic services. The Bureau pays one hundred percent (100%) of the premium cost.
- (d) Long Term Disability with Inflation Protection  
The employee shall pay one hundred percent (100%) of the premium cost pursuant to the Plan.
- (e) Dental Plan at Current O.D.A. Rates  
The Bureau pays one hundred percent (100%) of the premium cost.

23.05 (F.T.) Employees will become eligible for benefits identified in Article 23.04 (a), (b), (c), (d) and (e) after three months of employment.

23.06 (F.T. /P.T.)

- (a) Each Employee covered by this Agreement shall have access to an Employee Assistance Program (EAP). The Bureau pays one hundred percent (100%) of the premium cost.
- (b) Employees can access the Employee Assistance Program at any time after hiring.

23.07 All participants in the Pension Plan shall comply with the regulations and the conditions of the plan.

- (a) (F.T.) Each Full Time Employee will participate in the Pension Plan after six months of employment.
- (b) (P.T.) Part Time Employees may join the Pension Plan provided that they meet the following eligibility requirements:

- (a) have completed two (2) years of service, and
- (b) completed 700 hours of employment with the Bureau or earned at least 35% of the Year's Maximum Pensionable Earnings (YMPE) in each of two consecutive

calendar years. The YMPE is defined by the Canada/Quebec pension Plan every year.

- 23.08 A joint Pension Committee comprised of two representatives of the Bureau and two representatives of the Local shall meet as required to monitor and oversee the administration and performance of the Pension Plan.

The Bureau agrees to provide the Committee with copies of any reports regarding the Pension Plan. The Committee may make recommendations about changes in the Pension Plan. Any changes in the Pension Plan would require agreement between the Local and the Bureau.

***ARTICLE 24 - PREGNANCY AND PARENTAL LEAVE***

- 24.01 An Employee who is pregnant shall be entitled upon application thereof to an unpaid leave of absence of at least six (6) months or such shorter leave of absence as the Employee may request. The leave of absence shall not end before the expiration of six (6) weeks following the actual date of delivery. Seniority shall accumulate during this leave of absence.
- 24.02 The Employee shall give the Bureau two (2) weeks notice, in writing, of the day upon which the leave of absence will commence and furnish the Bureau with the certificate of a legally qualified medical practitioner giving the estimated day upon which delivery will occur.
- 24.03 An Employee may shorten the duration of the six (6) week period mentioned in Article 24.01 upon giving the Bureau one week's notice of intent to do so and furnishing the Bureau with a medical certificate confirming that the Employee is able to return to work.
- 24.04 An Employee who intends to resume employment on the expiration of a leave of absence granted under this Article shall so advise the Bureau.
- 24.05 (F.T.) The Employee who receives Pregnancy Leave under Article 24.01 and who applies for and receives Employment Insurance benefits pursuant to the Employment Insurance Act, is entitled to receive from the Bureau while on Pregnancy Leave:
- (a) a payment equal to ninety-five percent (95%) of two (2) weeks gross salary;
  - (b) for each of the fifteen (15) weeks where the Employee receives Employment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Employment Insurance benefit received, in accordance with the Supplemental Unemployment Benefits Plan set forth in Schedule A which will be attached hereto and will form a part of this Agreement once the Supplemental Benefits Plan has been approved by the Employment Insurance Commission.

- 24.06 (F.T.) An Employee who receives Pregnancy Leave under Article 24.01 and who is not entitled to receive Employment Insurance benefits, and who is employed by the Bureau for at least six (6) months immediately preceding the commencement of the leave, shall receive compensation from the Bureau equal to the amount paid under the Supplemental Employment Benefits Plan, in accordance with paragraph four (4) of the said Plan.
- 24.07 An employee who is eligible to take Parental Leave shall be entitled to an unpaid leave of absence of up to twelve (12) months inclusive of any pregnancy leave. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 24.08 Employees who have taken a Pregnancy Leave and who wish to also take Parental Leave must commence Parental Leave immediately when the Pregnancy Leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.
- 24.09 Partners who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
- 24.10 Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.
24. 1 (F.T.) The Employee who receives Parental Leave is entitled to receive from the Bureau while on Parental Leave a payment equal to ninety-five percent (95%) of two (2) weeks gross salary.
24. 2 (F.T.) The Employee who receives Parental Leave and who applies for and receives Employment Insurance benefits pursuant to the Employment Insurance Act, is entitled to receive from the Bureau while on Parental Leave: for each of the ten (10) weeks where the Employee receives Employment Insurance benefits, supplementary payments equal to thirty-five percent (35%) of the difference between weekly gross salary and the Employment Insurance benefit received, in accordance with the Supplemental Unemployment Benefits Plan set forth in Schedule A which will be attached hereto and will form a part of this Agreement once the Supplemental Benefits Plan has been approved by the Employment Insurance Commission.
- 24.13 (F.T.) Employees are entitled during Pregnancy and Parental Leave to continue participation in all benefit plans. The Bureau shall continue to make the Bureau's contributions to the benefit plan unless the Employee gives the Bureau written notice that the Employee does not intend to pay, in advance, the Employees contributions during the period of the leave.
- 24.14 Employees shall be reinstated following return from Parental or Pregnancy Leave to the position the Employee most recently held if it still exists or to a comparable position if it

does not, at no less than the wages earned at the time the leave began and without loss of seniority or benefits.

24.15 Parents who are eligible for Pregnancy or Parental Leave but do not access these benefits are entitled to two (2) weeks of paid leave.

24.16 The parties agree that the following conditions will be considered to be incorporated under the provisions of Article 24 - Pregnancy/Paternity Leave and shall be binding on all parties.

(a) The Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan; (57(13)(h) of the EI Regulations)

(b) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan; (57(13)(g) of the EI Regulations.

(c) The Bureau will inform Human Resources Development Canada (HRDC) of any changes in the plan within thirty (30) days of the effective date of change; (57(13)(g) of the EI Regulations.

Compensation provided for under Article 24.06 will not be applicable to the Supplementary Unemployment Benefit Plan.

## **ARTICLE 25 - SALARIES**

25.01 Employees covered by this Agreement shall receive the salaries set out in Article 25.03 and 25.04.

25.02 (a) When an Employee is designated as “acting” and performs the principle duties of a higher paid position for four (4) or more consecutive shifts, the Employee shall receive a ten percent (10%) increase in salary for the period spent in “acting capacity.

(b) (F.T.) Employees who agree to be on call and carry a pager shall receive eight (8) hours of compensatory time or an equivalent of a day’s pay (Employee’s option) after an accumulation of seven (7) days on call.

(c) Employees who agree to be on call for short periods shall receive 10% pay for each 24 hour period of on call.

(d) Employees required to be on call during statutory holidays will be compensated one half day (4 hours) for each day on call

(e) This article applies to programs legislated or prescribed, to have a person “in-charge” of the facility. Front line employees required to be “in-charge” of the facility shall be

compensated at 10% their regular rate for any period where management or coordinators are not on site.

25.03 (FT) (a) The annual salaries set out below shall apply as follows:

Control

	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2005	31,412	32,983	34,631	36,363	38,181
April 1, 2006	32,354	33,972	35,670	37,454	39,327

Cook II

	Step1	Step 2	Step 3	Step 4	Step 5
April 1, 2005	35,044	36,797	38,636	40,567	42,595
April 1, 2006	35,745	37,532	39,408	41,379	43,447

Youth Worker

	Step 1	Step 2	Step 3	Step4	Step 5	Step 6	Step 7
April 1, 2005	38,346	40,204	42,061	43,919	45,980	48,279	50,693

	Step 1	Step 2	Step 3	Step4	Step 5	Step 6
April 1, 2006	41,410	43,323	45,236	47,359	49,727	52,213

Coordinator 1

	Step1	Step 2	Step 3	Step 4	Step 5
April 1, 2005	45,622	47,349	49,073	51,526	54,110
April 1, 2006	46,991	48,769	50,545	53,072	55,733

Coordinator 2

	Step1	Step 2	Step 3	Step 4	Step 5
April 1, 2005	50,185	52,084	53,981	56,679	59,521
April 1, 2006	51,690	53,646	55,600	58,379	61,306

(b) Effective January 1, 1999, employees shall move up one level on the pay scale on each anniversary date of employment until they reach the maximum level.

- (c) In the event that a full time employee is promoted to a Coordinator 1 or 2 position, they shall be placed on the Coordinator pay scale at a salary level that will provide at least five percent (5%) increase in salary.

25.04(P.T.)(a) The wages set out below shall be in effect for all part-time employees:

	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2005	15.10	15.86	16.64	17.48	18.35
April 1, 2006	15.55	16.34	17.14	18.00	18.91

	Step 1	Step 2	Step 3	Step 4	Step 5
April 1, 2005	13.99	14.69	15.43	15.59	16.36
April 1, 2006	14.27	14.98	15.74	15.90	16.69

#### Youth Worker

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
April 1, 2005	18.44	19.33	20.22	21.12	22.10	23.21	24.37

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
April 1, 2006	19.91	20.83	21.75	22.77	23.90	25.10

- (b) Effective January 1, 1999, Employees will move one step forward on the part-time scale for every 2,088 hours of work with the Bureau subsequent to January 1, 1999.

25.05 The Bureau shall pay salaries, in accordance with Article 25.03 and 25.04 set out above, on a bi-weekly basis. On each pay day each Employee shall be provided with an itemized statement of wages, overtime and other supplementary pay and deductions.

25.06 Staff working as Sleepovers will be remunerated at no less than the prescribed minimum wage in the Province of Ontario. Sleepover staff who are required by circumstance to work during a Sleepover shift shall be reimbursed for these hours of work at their usual part-time rate of pay rather than the Sleepover rate of pay. This Article does not refer to normal shift changes.



25.07 (a) Classification of Employees on the salary scale shall be on the basis of seniority, experience, and education.

(b) For purposes of classification, one year's experience will be considered to be equivalent to 2088 hours of work, pregnancy or parental leave.

25.08 (F.T.) Effective January 1, 1999 Employees will move one step forward on the salary scale on their full-time anniversary date with the Bureau.

(P.T.) Effective January 1, 1999 Employees will move one step forward on the

25.09

Step	Equivalent Hours	Years
1	0 – 8,352	0 – 4
2	8,352 – 12,528	4 – 6
3	12,528 – 16,704	6 – 8
4	16,704 – 20,880	8 – 10
5	20,880 – 25,056	10 – 12
6	25,056 – 29,232	12 – 14
7	29,232 +	14+

Step	Equivalent Hours	Years
1	0 – 8,352	0 – 4
2	8,352 – 12,528	4 – 6
3	12,528 – 16,704	6 – 8
4	16,704 – 20,880	8 – 10
5	20,880 – 25,056	10 – 12
6	25,056 +	12 +

#### ***ARTICLE 26 - NO STRIKES, NO LOCKOUTS***

26.01 The Union agrees that during the life of the Collective Agreement there will be no strikes, slowdowns or stoppages of work, either complete or partial or work to rule, and the Bureau agrees that there will be no lockouts.

#### ***ARTICLE 27 - TERM OF AGREEMENT***

27.01 This Agreement shall be deemed to come into effect April 1, 2005 and shall remain in full force and effect up to and including March 31, 2007.

27.02 The Agreements shall remain in effect from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date in any year, of their desire to amend or terminate the Agreement. If notice of the desire to bargain is given by either party, the parties agree to meet within fifteen (15) days after receipt of such a notice in writing.

In the event of such notice, all conditions of this Agreement shall remain in effect until a new Agreement is signed, or until the conciliation process is completed, and the Local is entitled by law to commence a legal strike, and the Bureau is entitled by law to conduct a legal lockout.

**DATED AT OTTAWA this \_\_\_\_\_ day of \_\_\_\_\_**

**FOR THE BUREAU:**

**FOR THE UNION:**

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*Appendix A- Letter of Understanding - Seniority MCSS transfer employees*

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

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In the matter of seniority of employees transferred from the Ministry of Community and Social Services to the Youth Services Bureau on March 1, 1999, the parties hereby agree as follows:

1. The Transferring employees are J. Cain, J. Card and P. Levesque.
2. The seniority of the transferring employees at the time of the transfer is as follows:

J. Cain	13,070 hours
J. Card	25,950 hours
P. Levesque	34,840 hours
3. So long as the transferring employee holds the position which she/he held at the time of the transfer of the William E. Hay Centre to the Youth Services Bureau, such employee shall have seniority equal to that which he/she held on the date of transfer plus any seniority which he/she may accrue subsequently.
4. In the event that the transferring employee leaves the position other than a) on an approved leave of absence, or b) to obtain another bureau position on a temporary basis (provided he/she returns to her/his original position), he/she shall lose the equivalent of seniority equal to that which he/she held on the date of transfer.
5. In the event that the transferring employee obtains another bureau position on a permanent basis, he/she shall lose the equivalent of seniority equal to that which he/she held on the date of transfer. However, should the transferring employee subsequently return to his/her original position, her/his previously held seniority shall be re-instated subject to the conditions herein.

- 6. Any seniority list posted shall include the following statement “refer to the Letter of Understanding in the Collective Agreement regarding the seniority of employees transferred from the Ministry of Community and Social Services on March 1, 1999.”

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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*Appendix B - Letter of Understanding: Scheduling Practices Committee*

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

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During the term of this collective agreement (April 1, 2005 to March 31, 2007) the parties shall each appoint three (3) representatives to sit on a Joint Committee to review and to make recommendations to their principals on the matter of scheduling practices, including but not limited to, equitable allocation of shifts and call back times and processes with respect to "In-Charge."

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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*Appendix C • Letter of Understanding: Project Leaders*

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

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In the matter of project leaders the parties do thereby agree as follows:

1. The employer may appoint from time to time, staff to act as project leaders for externally funded programs for a specific term.
2. Such appointees shall be made from existing project staff.
3. Such appointees shall receive a project leader premium of ten percent (10%) in addition to the employee's regular rate.
4. The project leader premium shall not be used to calculate the job rate in the rate in the meaning of article 15.07 d).

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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**Appendix D - Letter of Understanding: Classification/positions**

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA CARLETON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

**CLASSIFICATIONS/ POSITIONS**

The Parties recognize distinct and separate classifications and/or positions for full-time staff.

These are:

- Youth and Family Counsellor, Youth and Family Counselling Services,
  - Youth and Family Counsellor, MST Program
  - Youth Counsellor, Youth Justice Services
    - Youth Counsellor, Mobile Crisis
  - Youth Counsellor, Day Treatment Programs
    - Youth Counsellor, Housing Services
- Youth Counsellor, Young Women's Emergency Shelter
  - Young Women's Emergency Shelter Sleepover
  - Youth Counsellor, Downtown Services
    - HIV/AIDS Educator
  - Employment Counsellor
    - Coordinator I & II
      - Cook I
      - Cook II
      - Control

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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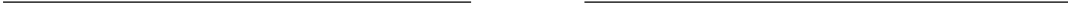
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*Appendix E - Letter of Understanding: Mileage rate*

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

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The parties recognize the volatility of gasoline prices. Consequently they agree as follows:

The transportation component of the Consumer Price Index (Ontario) for January 2003 is 147.9 as published by Statistics Canada.

Effective April 1, 2003 the kilometer rate shall be increased from .35 per km to .40 per km.

In the event that the transportation component of the Consumers Price Index (Ontario) falls below 147.9 the parties shall agree to discuss the continuance or discontinuance of the aforementioned adjustment to .40 per km.

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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*Appendix F - Letter of Understanding: Statutory Holidays*

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

In the matter of the Union's grievance #3003-3 dated April 25, 2002 concerning paid holidays, the parties do hereby agree as follows:

1. This Letter of Understanding applies to full time employees who normally work shifts greater than eight (8) hours in length. It does not apply to employees whose normal workweek is Monday through Friday. It does not apply to employees who work reduced workweeks in accordance with Article 11.11.
2. The term "paid holidays" used herein shall mean those holidays as set out in Article 19.01.
3. The grievance shall be held in abeyance until the renewal of the current collective agreements which expire December 31, 2002.
4. The memorandum dated March 27, 2002 to all staff from Mary Conroy regarding Statutory Holidays is herein rescinded.
5. Where a paid holiday falls within an employee's normal schedule and the employee is unable to work because the employer is closed in recognition of the holiday, the employee shall receive the day off with pay such that his normal daily and weekly pay is not reduced.
6. Where a paid holiday falls within an employee's normal schedule and the employee is granted permission to celebrate the holiday as time off work, provided that all of the employee's shift falls on the paid holiday, the employee shall receive the day off with pay such that his normal daily and weekly pay is not reduced.
7. Where a paid holiday falls within an employee's normal schedule and the employee is granted permission to celebrate the holiday as time off work, and where the employee's shift overlaps the paid holiday with the preceding or proceeding day, the employee shall be eligible to receive eight (8) hours off with pay. In such circumstance to ensure that his normal daily and weekly pay is not reduced, the employee may use vacation credits or

accumulated lieu time to the extent that such credits are available to receive compensation for the remaining hours of his shift.

- 8. Where a paid holiday falls within an employee's normal schedule and the employee works on the paid holiday, with his shift beginning and ending on the paid holiday, the employee shall be paid time and one half the regular rate of pay for all hours so worked, plus the employee shall be allowed another day off with pay. Such other day off with pay shall be equivalent in number of hours to the number of hours worked on the paid holiday.
- 9. Where a paid holiday falls within an employee's normal schedule and the employee works on the paid holiday, with either his shift beginning on the paid holiday, the employee shall be paid time and one half the regular rate of pay for all hours so worked plus the employee shall be allowed eight (8) hours off with pay.
- 10. Where a paid holiday falls outside of an employee's normal schedule, and the employee does not work on the paid holiday, the employee shall receive eight (8) hours pay in lieu of the paid holiday in addition to his normal weekly pay.
- 11. Where the foregoing is contrary to the provisions of the collective agreements, the foregoing shall prevail. Otherwise the normal provisions of the collective agreement apply.
- 12. This Letter of Understanding is effective April 2, 2002 and is without prejudice to either party save and except for its enforcement.

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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**Appendix G - Letter of Understanding: Job Exchanges**

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

The Bureau will introduce a job exchange program over the course of this contract and it will operate as follows:

- a) Should two (2) employees wish to exchange jobs for a period of a minimum of six (6) months to a maximum of one (1) year, they shall request approval from Human Resources. This approval shall not be unreasonably refused and the job exchange posting process will be omitted. Director approval for each program will be required.
- b) Any of the parties of the exchange (the two programs or either employee) may decide to cancel this exchange within one (1) month after the exchange begins. If the exchange is not cancelled within the first month, then the employee concerned shall complete the full period of the exchange. At no time shall a job exchange program become permanent.
- c) During the exchange period, both employees will continue to receive the salaries they were receiving in their original positions and will acquire seniority as though they were working in their original positions.

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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***Appendix H - Letter of Understanding: Retiree Benefits***

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

During the course of this agreement the Bureau will explore the options around retiree benefits and discuss this with the local.

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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*Appendix I - Letter of Understanding: Notices of Vacancy*

LETTER OF UNDERSTANDING

BETWEEN

YOUTH SERVICES BUREAU OF OTTAWA

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES and its LOCAL 2195

It is the intent of the Bureau to increase awareness of vacant positions with all internal employees. Over the course of this collective agreement the Bureau will develop electronic strategies to improve awareness. In the interim employees are encouraged to provide HR with their email addresses to enable the Bureau to forward position vacancies. This agreement will be reviewed during the life of the contract.

SIGNED AT OTTAWA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**FOR THE BUREAU:**

**FOR THE UNION:**

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