

COLLECTIVE AGREEMENT

BETWEEN:

MEE-QUAM YOUTH RESIDENCE
(hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL UNION NO. 71-5**
(hereinafter called the "Union")

EFFECTIVE DATE:
April 1ST, 2018 to March 31ST, 2020

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PREAMBLE

Whereas it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
3. It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and well-being of the residents.
4. To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
5. Both parties agree to act in a fair and reasonable manor.

AND WHEREAS it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – RECOGNITION

1.01 All employees of the Mee-Quam Youth Residence employed in Cochrane, Ontario save and except supervisors, persons above the rank of supervisor and office and clerical staff.

Clarity Note: any office and clerical staff who also perform front-line work shall be included in the bargaining unit when performing such work.

1.02 Summer Students

Where the Employer is successful in applying for summer student grants to hire students, such students shall be excluded from the bargaining unit. Students shall not be used to replace bargaining unit employees.

1.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement.

ARTICLE 2 – CATEGORIES OF EMPLOYEES

2.01 Employees covered by this collective agreement fall within one of the following categories:

2.02 Full-time Employee:

A “full-time” employee shall be deemed to be an employee who regularly works more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

2.03 Part-time Employee:

A “part-time” employee shall be deemed to be an employee who **may be** scheduled up to twenty-four (24) hours per week and who works and picks up additional shifts on an as-and when needed basis with no regular schedule of work.

If the Employer is able to pre- schedule the shift the employee will only have the right to refuse, conditional on providing reasonable proof that they have already committed to work in their other workplaces and therefore are unavailable. A scheduled shift refused due to conflict with submitted employment availability, vacation request or verbal refusal, shall be considered a shift worked as per equal shift distribution.

A part-time employee has the option of accepting or refusing work without penalty where the employee makes the request within 96 hours of the shift’s start time.

Part-Time employee will endeavour to provide a copy of their alternative employment schedule as soon as possible.

Regularly scheduled work does not include hours of work to replace vacation and sick leave.

2.04 Temporary employee:

- (a) A temporary position may be created by the Employer to:
- i. Fill a vacancy caused by a leave of absence contemplated in this Collective Agreement or by an absence caused by illness or injury;
 - ii. Temporarily fill a vacant permanent position while action is being taken to fill the permanent position; or,
 - iii. Perform a specific task or project, not to exceed 12 months, unless the parties agree to an extension in writing.
- (b) Temporary positions may be filled internally or by hiring from outside the agency.
- (c) A part-time employee selected to fill a temporary full-time vacancy or to temporarily fill a vacant permanent position shall retain the employee’s part-time status for the purposes of this Agreement and shall return to part-time status at the end of the assignment. Hours worked in the temporary position shall count as seniority hours.

- (d) A temporary employee hired from outside the agency shall not obtain any seniority during the temporary employment. A temporary employee's employment shall terminate upon the completion of the term or task or at any other time, and the employee shall not have the right to lodge a grievance in respect of the termination. Such termination shall not be considered a difference between the Parties.
- (e) Provided there is no break in service of more than one week, a newly-hired temporary employee who is a successful applicant for a posted permanent position shall be given credit towards completion of the probationary period of the hours worked as a temporary employee up to a maximum of one-half the probationary period.
- (f) In the event there is a break in service of more than one week, a temporary employee who is subsequently hired as a permanent employee shall have a service date based on the employee's date of hire as a permanent employee.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The union recognizes that the management, supervision and direction of the Mee-Quam Youth Residence is fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited in this collective agreement. Without restricting the generality of the foregoing, the union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline, efficiency;
- (b) hire, direct, classify, transfer, promote, demote, lay-off and discharge, suspend or otherwise discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure;
- (c) make and enforce and alter from time to time, rules and regulations to be observed by all employees;
- (d) determine the locations of its operations, qualifications of employees, the assignment of work and the assignment of overtime work, the extension, limitation, curtailment or cessation of operations, the number of employees required from time to time, the schedules of work and vacations, the standards of performance of all employees and all other matters concerning the Employer's operations not specifically dealt with elsewhere in this agreement.

3.02 The Employer will not exercise its functions in a manner inconsistent with the express provisions of this agreement which constitute the only limitation upon the Employer's rights and authority.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this agreement.

ARTICLE 4 - UNION SECURITY

4.01 Union Dues

The Employer shall deduct bi-weekly from the wages of employees in the bargaining unit the regular Union dues as certified as being in effect by the Union and to remit the dues to the National Secretary Treasurer of CUPE National not later than the 15th day of the month following the month such deductions were made.

4.02 The Union shall advise the Employer in writing of the amount of the regular Union dues. Any changes in the amount of the regular Union dues shall be communicated to the Employer in writing and shall become effective the month following receipt of such notice by the Employer.

4.03 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer from any and all claims, arising out of the collection or attempted collection, custody of and/or account of such authorized dues.

4.04 The Employer shall indicate the amount of Union dues paid by each Union member during the previous year on the T-4 income tax receipts.

4.05 New Employees Orientation

The Employer will notify the Union Steward of the employment of all new employees and the dates and times of the new employee's orientation. The Union Steward will be provided with a reasonable amount of time during the new employee's orientation to provide the new employee with a copy of the Collective Agreement and acquaint the new employee with its provisions.

ARTICLE 5 - NO DISCRIMINATION

5.01 No discrimination - Human Rights Code

There shall be no discrimination or harassment as defined by the *Ontario Human Rights Code*. The Parties recognize that because of the nature of the agency, a statute may require or permit a distinction in treatment on a ground set out in the *Code*.
Personal Harassment - Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise. Any person who engages in discrimination or harassment may be subject to discipline and all complaints will be investigated and the Employer will take whatever reasonable measures necessary in order to provide a workplace free from discrimination and harassment.

5.02 No discrimination – Union Activity

The Parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of an employee's activity or lack of activity in the Union. The Union agrees that, except as specifically provided for by the express provisions of this Agreement, there will be no union activity on the Employer's premises or during employees' working hours.

ARTICLE 6 – NO STRIKES OR LOCKOUTS

6.01 The parties agree that there shall be no strike or lockout during the term of this Collective Agreement. "Strike" or "lockout" shall be defined as per the *Labour Relations Act*.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the House Director or designate and a person designated to represent the Union.

ARTICLE 8 – REPRESENTATION

8.01 Stewards

The Employer acknowledges the right of the Union to appoint or elect two stewards from amongst employees who have completed their probationary period.

8.02 Stewards' Duties

Stewards have their regular duties and responsibilities to perform as employees and shall not leave their regular duties without first obtaining permission from their

immediate supervisor or designate. Such time away from regular duties shall be used for the prompt handling of grievances or other duties set out in this collective agreement and shall be without loss of regular straight time earnings. The Employer reserves the right to limit the time spent in such duties if it deems the time taken to be excessive. The performance of stewards' duties shall not interfere with the Agency's operations.

8.03 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee, comprised of two representatives to be elected or appointed from amongst the employees in the bargaining unit, for the purpose of negotiating the renewal of this Agreement. Such employees shall not lose their regular earnings for time spent during their regularly scheduled working hours in negotiating meetings with the Employer. An employee who is on a regular day off shall receive another day off in lieu for his/her time at the bargaining table. Attendance at such meetings shall be subject to operational requirements of the Employer.

8.04 Labour-Management Committee

There shall be a joint Labour-Management comprised of two representatives of the Union and two representatives of Management. The Committee shall meet at least quarterly or such other times as are mutually agreed. The purpose of the Committee shall be to discuss matters of mutual concern not necessarily covered by the Collective Agreement. The Committee shall not usurp the role of the Negotiating Committee nor shall it be used to address grievances that have been commenced. Responsibility for chairing and minute-taking will be alternated between the Parties. Minutes shall be approved and signed by Committee members. Union representatives shall not lose their regular earnings for attendance at Committee meetings during their regularly scheduled hours.

8.05 Joint Health and Safety Committee

A Joint Health and Safety Committee shall be established with one representative from Management and one representative from the Union. The powers of this Committee shall be as outlined in the *Occupational Health and Safety Act*.

The Employer shall continue to make reasonable provisions for the safety and health of all employees during the hours of their work. The Employer, the Union and employees shall cooperate to the fullest extent in the prevention of accidents and unsafe working conditions and in the promotion of safety and health of all employees.

8.06 Union Representation

- (a) No employee or group of employees shall undertake to represent the Union at a meeting with the Employer without the proper written authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers and stewards. Similarly, the Employer will, if requested, supply the Union with a list of the supervisory or other personnel with whom the Union may be required to transact business.
- (b) The Employer shall not be required to recognize any steward until such notification from the Union has been received.
- (c) The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. A representative of the Union shall request permission from the Employer for access to the Employer's premises for the purpose of consulting with a steward with regard to Union matters, or the Employer. It is agreed that such visits will be during normal business hours and timed to cause as little disruption as possible to the normal conduct of the business.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01** It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at anytime, without recourse to the grievance procedure herein; however, such complaint may not become a grievance unless the proper procedure set out below is followed.
- 9.02** A grievance shall be defined as a difference arising between the parties with regard to the administration, meaning, interpretation, application or alleged violation of this Agreement, or in the case of an employee who has acquired seniority under this Agreement, a complaint that the employee has been unjustly laid off or has not been recalled from layoff or has been unjustly disciplined or discharged without cause.
- 9.03** An employee has no grievance until the employee has first given the employee's immediate supervisor an opportunity to adjust the employee's complaint. If an employee has a complaint, the employee shall discuss it with the employee's immediate supervisor within 14 calendar days after the circumstances giving rise to the complaint first occurred or originated. The supervisor shall reply to the complaint within seven calendar days.
If such complaint is not settled to the satisfaction of the employee concerned within the seven-calendar day period, the complainant shall file a grievance in the following manner and sequence:

STEP 1: The employee, together with a steward, shall within seven calendar days following the decision of the immediate supervisor, present a signed, dated, written statement of the grievance to the Supervisor. The nature of the grievance, the Articles of the Agreement that have been allegedly violated and the relief or remedy sought shall be clearly set out in the grievance. The Supervisor shall submit a written answer within seven calendar days of the filing of the grievance at Step 1. If the answer is not satisfactory, then;

STEP 2: Within seven calendar days following the written decision of the immediate supervisor, the employee with the assistance of a steward shall present the written grievance to the House Director. The House Director shall submit a written answer within seven calendar days of the filing of the grievance at Step 2.

9.04 Policy Grievance

- (a) The Union may file a "Policy Grievance" which may not be used to bypass the regular grievance procedure. A policy grievance is defined as one which alleges a misinterpretation or violation of a provision of this Agreement and which, because of the nature or scope of the subject matter, could not otherwise be instituted as an individual employee grievance. Such policy grievance shall be filed in writing within 14 calendar days of the initial incident giving rise to the complaint. The grievance must be signed by an authorized Officer of the Union and shall be heard at Step 2 of the Grievance Procedure.
- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement. The grievance shall be filed in writing with the Union by management within 14 calendar days of the incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within 14 calendar days of filing of the grievance or at such time as is mutually agreed. The grievance shall be answered in writing by the Union within 14 calendar days of such meeting.

9.05 Group Grievance

In the event a number of employees have identical grievances and each employee would be entitled to grieve separately, the employees may present a group grievance in writing identifying each employee who is grieving to the House Director or designate within 14 calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall be then treated as being initiated at step #2 and the applicable provisions of this article shall then apply to the processing of such grievance.

9.06 Discharge Grievance

- (a) The employment of probationary employees may be terminated at any time at the discretion of the Employer during the probationary period without recourse to the grievance or arbitration procedure. Such termination does not constitute a difference between the Parties under the Collective Agreement.
- (b) A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the House Director at Step 2 within 14 calendar days following the date on which notice of the discharge was issued.

9.07 Health and Safety

An employee or a group of employees who is/are requested to work under unsafe or unhealthy conditions shall have the right to file a grievance at Step 2 of the grievance procedure.

9.08 Grievance Resolution

Agreements arrived at between the Employer, the employee, and the Union on the disposition of any specific employee, Union, or Employer grievance shall be final and binding upon the Employer, the Union, and the employees concerned.

9.09 Referral to Arbitration

Failing settlement of any grievance under the foregoing procedure, the grievance shall be submitted to arbitration as hereinafter provided. If no written notice of referral to arbitration is received within 14 calendar days after the decision under Step 3 is given, the grievance shall be deemed to have been abandoned.

9.10 Time Limits

The time limits set out in this Grievance Procedure are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned and s.48 (16), Labour Relations Act shall not apply.

ARTICLE 10 – ARBITRATION

- 10.01** When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within 14 calendar days of the decision at Step 2 set out in the separate Grievance Procedure, Article 9.09 above, and at the same time provide suggestions for a sole arbitrator.

Within 14 calendar days, the other party shall accept one of the suggested arbitrators or provide its own proposed list of arbitrators. If the Parties fail to agree on an arbitrator, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application by the party invoking the arbitration procedure provided such application is made within eight weeks of the referral.

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

10.03 No matter may be submitted to arbitration that has not been properly carried through all requisite steps of the Grievance procedure.

10.04 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to, or amend any part of this Agreement.

10.05 The decision of the arbitrator will be final and binding upon the parties hereto and the employee(s) concerned.

10.06 Each of the parties hereto will share equally the fees and expenses of the arbitrator.

10.07 Should either Party wish to have a tripartite panel hear the matter that Party must so indicate and appoint its nominee within the time frames set out in Article 9.01. Should either Party appoint a nominee, the other Party shall then appoint its nominee and all provisions of this Article shall apply with appropriate changes. Each of the Parties shall bear the expenses and fees of the nominee appointed by it.

10.08 Time Limits

The time limits set out in this Arbitration Procedure are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned and s. 48 (16) Labour Relations Act shall not apply.

10.09 Mediation

Within seven calendar days of the referral of a grievance to arbitration, the parties may agree to a mediation process. In such circumstances, the parties will contact a mutually acceptable, qualified neutral mediator to arrange mediation as soon as possible on a mutually acceptable date. Each party shall bear one-half the cost of the fees and expenses of the mediator.

The parties shall engage in this process on the following basis:

- (a) Each party shall make every reasonable effort to resolve the matter;

(b) Any positions taken, or information provided by either party shall not be admissible should the matter proceed to arbitration;

(c) This step shall not be used to delay arbitration of a matter.

ARTICLE 11 – DISCIPLINE AND ACCESS TO PERSONNEL FILE

11.01 Discipline in writing

All discipline shall be in writing with a copy to the Chief Steward. Any letter/record of reprimand, discipline and/or suspension will be removed from the record of an employee 24 months following the receipt by the employee of such discipline provided that the employee has been discipline-free during that period. In arbitration, an employee may not claim that the employee has been discipline-free for any more than that period if such is not the case.

11.02 Representation

At the time that discipline is to be imposed, an employee shall have the right to have a steward present. The employee's supervisor shall advise the employee in advance in order for the employee to contact the employee's steward or designate to be present if the employee wishes. Where the employee is a steward or Union officer, the employee shall be entitled to have the CUPE staff representative present; however, the unavailability of the staff representative shall not delay the imposition of the discipline.

11.03 Access to Files

(a) Provided an employee gives at least two working days prior notice, the employee shall have the right to review the employee's personnel record in the presence of the employee's supervisor. No discipline may be introduced as evidence in any hearing unless the discipline has been reduced to writing and given to the employee.

(b) Employees shall receive copies of their performance appraisals. Performance appraisals shall not be used for disciplinary purposes.

ARTICLE 12 – SENIORITY

12.01 Full-time Seniority

Seniority for each permanent full-time employee shall be based upon the length of continuous full-time employment with the Employer since the employee's last date of hire, as adjusted elsewhere in this Agreement.

12.02 Part-time Seniority

Seniority for each part-time employee shall be based upon the number of hours worked with the Employer since the employee's last date of hire.

12.03 Seniority lists

The Employer shall maintain two seniority lists: full-time and part-time. The Employer shall prepare and post the seniority lists so that employees may have the opportunity to dispute and settle any inaccuracies in such lists. An employee shall have 30 calendar days to challenge the employee's seniority from the date the employee's name first appears on the seniority list or the employee's seniority is adjusted. Thirty days after the publication of such lists, the seniority standing so established shall be recognized and shall not be challenged by the Employer, the employees or the Union. Such lists shall be revised and brought up to date every six months and the Employer undertakes to supply such lists to the Union.

12.04 Change in Category

In the event an employee is transferred from full-time to part-time or vice-versa, and provided there is no break in employment of more than seven calendar days, the employee's seniority shall be transferred on the basis of one year for 2184 hours worked.

12.05 Probationary Period

- (a) A newly-hired permanent full-time employee shall be considered to be on probation for a period of 180 calendar days. Such period shall be extended by any absences. A part-time employee shall be considered to be on probation until the employee has accumulated a total of 720 hours worked.
- (b) Upon successful completion of the probationary period, an employee will be credited with seniority back to the employee's date of last hire and placed on the appropriate seniority list.
- (c) The termination of employment during the probationary period shall be at the discretion of the Employer. Such termination shall not be considered a difference between the Parties and shall not be the subject of a grievance or arbitration.

12.06 Loss of Seniority and Deemed Termination

Seniority shall be lost and an employee shall be deemed to have been terminated if the employee:

- (a) if the employee voluntarily quits;
- (b) if the employee retires;

- (c) if, after having completed the probationary period, the employee is discharged for just cause and not reinstated through the grievance procedure or arbitration procedure;
- (d) if the employee fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
- (e) if 12 months have elapsed from the date of lay-off;
- (f) if the employee is absent from work for more than three scheduled working days without notifying the Employer unless a reason satisfactory to the Employer is given;
- (g) if the employee is absent from work for more than 24 months due to accident or illness. The Parties agree that a longer time would constitute undue hardship;
- (h) if the employee fails to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer, accepts gainful employment while on a leave of absence without first obtaining the consent of the Employer in writing or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.

12.07 Transfers Outside the Bargaining Unit

An employee shall not be transferred to a position outside the bargaining unit without the employee's consent. Such a transferred employee shall retain but not accumulate seniority during the transfer. If the employee returns to the bargaining unit within 12 months, the employee shall be placed in a position consistent with the employee's seniority.

ARTICLE 13 – JOB POSTING

13.01 When a permanent vacancy occurs that the Employer intends to fill, or a new position is created inside the bargaining unit, the Employer shall post a notice of such vacancy. Qualified employees in the bargaining unit may apply for the vacancy during a period of seven calendar days from the date of the publication of the vacancy. Consequent vacancies created by the filling of the published vacancy need not be filled by this process.

13.02 The vacancy notice shall contain the following information: classification, qualifications, required knowledge, education, skills, hours of work, and rate of pay for such position. Any other information the Employer deems pertinent.

13.03 Employees shall be selected for positions posted under Article 13.01 on the basis of their skill, ability, knowledge, qualifications, efficiency and experience.

Where, in the judgment of the Employer, these factors are relatively equal amongst the employees considered, seniority shall govern, providing that the successful applicant is qualified to perform the available work. Where seniority is a determining factor, there shall be no distinction between full-time or part-time employees.

13.04 Applicants from within the Bargaining Unit shall be given first consideration for the position.

13.05 Where there are no applicants from within the Bargaining Unit who are qualified to perform the required work, the Employer may consider applications from persons employed outside of the Bargaining Unit as well as persons outside of the employ of the Employer.

13.06 The Employer shall post the name of the successful applicant, if any.

13.07 A successful applicant from within the Bargaining Unit shall be placed on a trial period of up to three months. In the event the successful applicant proves unsatisfactory or is unable to perform the duties of the new position, the employee shall be returned to the employee's former, or a similar position, without loss of seniority. Any changes as a result of the initial filling of the vacancy shall likewise be reversed.

13.08 The Employer will, upon receipt of written request, notify the unsuccessful job applicants of the reasons why they were not accepted.

ARTICLE 14 – LAYOFF AND RECALL

14.01 A layoff shall be defined as an instance where the Employer has decided to implement a permanent reduction in the staff complement.

14.02 In the event of a layoff, the Employer shall give as much notice of the layoff as possible. Where the Employer has sufficient time to do so, it shall provide at least two weeks' notice to the Union prior to notice to the affected employees.

14.03 The Employer will give affected permanent employees the notice required under the *Employment Standards Act*.

14.04 When an employee is designated for layoff, the employee may displace the most junior employee in the same classification, provided the employee has the skill, ability and qualifications to perform the work in the position into which the displacement occurs. Probationary employees in the classification shall be laid off first and shall be deemed to be terminated.

14.05 Vacation and sick leave accrue based on actual time worked; therefore, an employee on lay off shall not accrue vacation and sick leave while on layoff. Vacation and sick

leave shall be prorated based on time worked.

- 14.06** Permanent employees who have been laid off shall be recalled in order of seniority provided the employee being recalled has the skill, ability and qualifications to perform the work available.
- 14.07** Notice of recall shall be sent to an employee by registered mail to the employee's latest address of record with the Employer.
- 14.08** Recalled employees must advise the Employer of the employee's intention to return to work or not within three calendar days of the delivery of the notice of recall. In the event the recalled employee does not respond to the notice within seven calendar days after receipt of the notice, the employee shall be deemed to have quit.
- 14.09** Where a vacancy occurs in the bargaining unit, employees on layoff shall be recalled prior to posting the vacancy under Article 13.01. No new employees may be hired until those laid off are given the opportunity of recall.

ARTICLE 15 – LEAVES OF ABSENCE

15.01 Personal Leave

Subject to operational requirements, the Employer may grant a personal leave of absence without pay for legitimate and valid reasons acceptable to the Employer. The request for leave of absence shall be in writing at least 14 calendar days in advance, or, in the event of an emergency, as far in advance as is possible. Such request shall not be unreasonably denied. Leave of absence shall not be granted for the purpose of working elsewhere. Requests for leaves of absences of a duration of 30 days or longer will require the approval of the Board of Directors.

15.02 Bereavement Leave

- (a) A permanent employee who notifies the Employer as soon as possible following a death in the employee's immediate family shall be granted a leave of absence without loss of pay for five (5) days. "Immediate family" shall mean parent or step-parent, spouse, (or same sex spouse or common law spouse as defined by the *Family Law Act* or fiancé) child or step-child, sibling or step-sibling, spouse's parent, grandparent or grandchild.

A death certificate/death notice must be submitted if requested by the House Director.

- (b) In the event of death of an employee's aunt, uncle, niece or nephew, the employee shall be entitled to leave of absence without loss of pay for two (2) days.
- (c) Where the burial occurs at a locale in excess of 300 km, such leave shall include reasonable travelling time, the latter not to exceed one (1) day with pay.

Additional days without pay may be granted at the discretion of the Employer. The employee will be allowed to save this day to attend the memorial service.

- (d) An employee shall not receive bereavement leave while on any other authorized leave of absence, such as maternity, parental leave, employment insurance and L.T.D.

It is understood that if an employee is on sick leave or vacation leave and qualifies for paid bereavement leave the bereavement leave days will be used first.

15.03 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, the employee shall not lose the employee's regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- (b) presents proof of service requiring the employee's attendance;
The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee received for jury or Crown witness service, excluding payment for traveling, meals and other expenses. The employee will present satisfactory proof of service and the amount received.
An employee will be expected to be at work on any days (or part-days) when the employee is excused as a juror or Crown witness.

15.04 Pregnancy and Parental Leave

Employees shall be entitled to Pregnancy and/or Parental leave in accordance with the *Employment Standards Act*.

15.05 Emergency and Family Medical Leave

Leave of absence for emergency or family medical care as defined in the *Employment Standards Act* shall be granted in accordance with the Act.

15.06 Leave for Union Business

- (a) Leave of absence without pay shall be granted to employees selected by the Union to attend Union functions provided that the leave does not unduly interfere with the operations of the Employer. The total leave granted for these employees shall not exceed a total of twenty-five (25) cumulative working days in any fiscal year. Such request is to be made 14 calendar days in advance in writing by the Union. During such leave, the Employer shall

maintain salary and benefits and shall invoice the Union for the cost of such salary benefits.

- (b) An employee elected or appointed as a salary representative of the Union shall be granted a leave of absence without pay and without loss of seniority for a period not to exceed one (1) year at any one time. During such leave, the Employer shall maintain salary and benefits and shall invoice the National Union for the cost of such salary benefits.

15.07 Effect of Absence on Seniority and Service

During any absence without pay from the Employer not exceeding 30 calendar days, both seniority and service will accrue as provided under this Collective Agreement. During such an absence exceeding 30 calendar days, credit for service for the purpose of salary, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned will be appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. A full-time employee's seniority date shall also be adjusted by the length of time of the absences and a part-time employee's seniority accumulation shall be suspended. In addition, the employee will become responsible for full payment of all subsidized employee benefits in which the employee chooses to participate for the period of absence. This clause shall not apply to Pregnancy/Parental leaves of absence.

- 15.08** An employee shall make every possible effort to arrange personal, medical and dental appointments during off-duty hours. If an employee is unable to arrange such appointment during off-duty hours, the employee may use time from his/her banked sick time.

ARTICLE 16 – HOURS OF WORK AND OVERTIME

- 16.01** The following provisions are intended to designate normal hours of work on a daily shift and normal hours of work over the working schedule as determined by the Employer and shall not be construed to be a guarantee of hours of work to be performed on each shift or during each work schedule:

- (a) Youth Worker – Full-Time employees, the normal hours of work are 84 hours bi-weekly and 12 hours daily inclusive of paid meal times. The scheduling of hours is four shifts in one week and three shifts in the alternate week.

- (b) Youth Worker – Part-Time employees, the normal hours of work shall not exceed 24 regular hours a week and shall not exceed 12 hours daily inclusive of paid meal time and no less than 3-hour shifts.

(c) Rehabilitation and Reintegration Worker – The normal hours of work are 80 hours bi-weekly; 8 hours daily inclusive of paid meal times. The scheduling of hours is five shifts in each week.

(d) The Union hereby consents to the Employer applying for an “averaging permit” to facilitate the above;

(e) Alternate scheduling within 84 hours bi-weekly may be developed only after consultation and agreement with the Union.

(f) All attempts will be made to fill any available shifts with employees. In the case of an emergency, shifts may be covered by persons outside the bargaining unit.

16.02 Scheduled Shifts/Call-in Shifts

(a) **Distribution of Scheduled Shifts (due to 14 scheduled shifts, vacation, training, bereavement, etc.)**

These scheduled shifts will be divided two (2) at a time as equally as reasonably possible amongst the part time employees in order of seniority who are available and qualified to perform the work.

(b) **Distribution of call-in shifts (re: sick)**

All call-in shifts shall be offered in order of seniority to the employee who is willing and available to perform the work that is available, taking into consideration the cap and qualifications.

A call-in shift is any shift with less than 24 hours' notice.

(c) **Cap on Part Time Hours**

When any part time employee reaches a cap of sixty (60) hours he/she will be moved to the bottom of the call-in list during that pay period.

(d) **Refusal of Scheduled Shifts**

A scheduled shift refused, due to either conflict with submitted employment availability or verbal refusal, shall be considered a shift worked as per equal shift distribution stated in 16.02 (a).

A part-time employee has the option of accepting or refusing work without penalty where the employee makes the request within 96 hours of the shift's start time.

16.03 Overtime

- (a) An employee may bank or accumulate a maximum of three days (36 hours) of banked overtime each year. To be taken within the year at a time mutually agreed with the employee's supervisor.
- (b) An employee authorized by the employee's supervisor to work in excess of 12 hours per day or 84 hours bi-weekly shall be paid at the rate of one and a half times the employee's regular straight time hourly rate of pay.
- (c) Overtime shall not be duplicated for the same hours worked, nor shall overtime be pyramided with any other premiums available.
- (d) Where reasonably possible, all overtime must be approved in advance by the Supervisor or designate. Employees are to contact the on-call Supervisor requesting permission to work overtime; employees must complete the overtime permission form and submit to the on-call supervisor. The Employer recognizes that there will be circumstances which may arise whereby the employee will have to use its discretion to remain at the workplace. The employee will contact the on-call Supervisor to advise them that they had to remain at the workplace on overtime as soon as reasonably possible.

16.04 Distribution of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

16.05 No Lay Off to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

16.06 An employee may not leave the residence until someone attends to replace them. If the scheduled replacement employee does not report for work, the employee must contact the on-call supervisor and wait until a replacement employee comes, or they are otherwise excused.

16.07 Where two (2) or more employees wish to exchange shifts they must submit a written request to their supervisor. The granting of the request will be at the sole discretion of the Director. Overtime payment will not be paid to any employee that may be affected by such exchange of shifts.

ARTICLE 17 – DESIGNATED HOLIDAYS

17.01 The following shall be designated holidays:

| | |
|----------------|------------------|
| New Year's Day | Family Day |
| Good Friday | Victoria Day |
| Aboriginal Day | Canada Day |
| Labour Day | Thanksgiving Day |
| Christmas Day | Boxing Day |

17.02 Holiday Pay

(a) In order to qualify for holiday pay for a designated holiday, a full-time permanent employee must have worked both the employee's scheduled working day immediately preceding and following the holiday concerned, unless the employee was absent due to illness (as verified by a medical certificate where required by the Employer) which began within a week of the holiday.

(b) No employee who is off work due to a leave of absence without pay shall be entitled to pay for any designated holiday occurring within such period.

17.03 Pay for Work on a Designated Holiday

An employee, who is required to work on a designated holiday, shall be paid at the rate of one and one-half times the employee's regular straight time hourly rate for all hours worked on the holiday.

In addition, a full-time employee shall receive another day off with pay at the employee's regular straight time hourly rate calculated according to the Employment Standards Act formula provided the employee is qualified in accordance with Article 17.02. Such day off shall be taken on a day that the employee and the employee's supervisor agree upon.

17.04 Designated Holiday during Vacation

When a holiday falls within a permanent full-time employee's scheduled vacation and the employee qualifies under paragraph 17.02 for holiday pay, the employee shall receive an additional day off with pay at a time to be mutually agreed.

17.05 Designated Holiday on Scheduled Day Off

In the event a designated holiday falls on the permanent full-time employee's scheduled day off, or the Employer substitutes an alternate day, provided the employee qualifies for holiday pay under paragraph 17.02, the employee shall receive an additional day off with pay at a time to be mutually agreed.

17.06 Holidays for Part-time and Temporary Employees

Part-time and temporary employees shall receive holiday pay in accordance with the *Employment Standards Act*.

17.07 Floating Days

In addition to the above, full-time permanent employees shall be entitled to three floating holidays per fiscal year to be taken at a time mutually agreed with the employee's supervisor.

ARTICLE 18 – VACATIONS

18.01 Vacation entitlement

- (a) Permanent full-time employees with two years service or less shall accumulate vacation on the basis of 7 hours per each completed month of active service. Vacation may not be taken during the probationary period.
- (b) Permanent full-time employees who have completed two years of continuous service shall accumulate vacation on the basis of 10 hours per each completed month of active service.
- (c) Permanent full-time employees who have completed five years of continuous service shall accumulate vacation on the basis of 14 hours per each completed month of active service.
- (d) Permanent full-time employees who have completed fifteen (15) years of continuous service shall accumulate vacation on the basis of 16.67 hours per each completed month of active service.
- (e) Permanent full-time employees who have completed twenty (20) years of continuous service shall accumulate vacation on the basis of 17.5 hours per each completed month of active service.

18.02 Vacations for permanent full time and part-time employees shall be granted at times to be determined by mutual agreement between the Employer and the employee, which shall be consistent with the efficient operation of the Employer taking into account the needs of the Employer as well as the employee's case load, prime worker duties, case management meetings, discharge reports, etc. In the event there are more requests for vacation in a classification than the Employer can accommodate, the supervisor will determine priority for vacation based on seniority.

18.03 Vacation Scheduling

- (a) Vacation schedules shall be posted on a quarterly basis starting April 1st of each year. Employees (full-time and part-time) shall advise their supervisor of their preference for vacation by March 1st, June 1st, September 1st and December 1st.

- (b) Vacation request made outside the posting period shall be considered on a first requested, first granted basis.
- (c) For vacation or days off with pay, in an attempt for the Employer to meet the request of the employee, the employee requesting the change will be required to submit their time off request to their Supervisor at least one (1) week in advance.
- (d) In the event that only one full-time youth worker is scheduled for a shift, that full-time employee will be granted requests for time-off provided the replacement employee has a minimum of 1440 hours of seniority.

18.04 Employees are expected to take all of their vacation during the vacation year. However, with the prior approval of an employee's supervisor, an employee may carry over a maximum of ten unused vacation days to the following vacation year.

18.05 Part-time and temporary employees shall receive vacation pay in accordance with the *Employment Standards Act*.

ARTICLE 19 - SICK LEAVE

19.01 Sick leave is the granting of time off with pay for absences from regularly scheduled hours due to an employee's legitimate illness which prevents the employee from working. Sick leave is a privilege and shall not be used for any other purposes.

- (a) There shall be a Sick Leave Credit Bank for each permanent full-time employee in the active employ of the Employer who has completed the probationary period.
- (b) Each eligible employee shall accumulate sick leave credits of 12 hours per month of active employment to a maximum of 168 hours.
- (c) Where a full-time employee is absent from work due to legitimate illness, the employee shall not lose the employee's regular straight time earnings from the employee's regularly scheduled hours but shall draw from the employee's Sick Leave Credit Bank to the extent of the employee's credits.
- (d) Certification of absence and Return to work
 - i. The Employer may require from employees a doctor's opinion to cover any absence due to illness, where the frequency, circumstances, and pattern of the absences so warrant. Where practicable, notification of the requirement to provide certification will be given in advance of the employee's return.
 - ii. All employees returning to work after any absence due to illness or injury, may be requested to present proof of fitness to return to work in the form of medical documentation (i.e. functional medical assessment) from a duly qualified medical doctor.

(e) Upon termination of an Employee's employment, for whatever reason, any unused sick leave credits shall be forfeited and shall not be paid out.

19.02 Employees who are unable to report to work due to illness or accident will endeavour to advise the shift supervisor on-call at least four (4) hours prior to the start of their day shift and six (6) hours prior to the start of their night shift.

ARTICLE 20 – HEALTH AND WELFARE BENEFITS

20.01 Premiums

The Employer's sole obligation for health and welfare benefits shall be to pay 100% of the billed premium costs for all participating eligible permanent full-time employees in the active employ of the Employer under the insurance plans set out below, subject to their respective terms and conditions, including any enrolment requirements:

- (a) Life Insurance, including AD&D, spousal and dependent coverage;
- (b) Extended Health Care, including prescription drugs with no deductible, paramedical services, orthotics and hearing aids as described in the plan;
- (c) Vision Care, including \$60 eye exam every 24 months, glasses, contacts or laser eye surgery of up to \$300 every two years;
- (d) Dental care, basic services, no deductible, current ODA fee schedule.

20.02 The Employer will pay 100% of the billed premiums for an LTD Plan for all participating eligible permanent full-time employees in the active employ of the Employer, subject to its terms and conditions, including any enrolment requirements for eligible participating employees, providing: benefit of 66.67% to a maximum of \$4,000 monthly; disabled from any occupation; 119-day elimination period; termination at age 65 or termination of employment.

20.03 Pension Plan

Effective 1 April 2011, the Employer will establish a group pension plan subject to its terms and conditions, including any enrolment requirements. The plan shall be a defined-contribution plan to which the Employer shall match employee contributions up to 2% of the employee's contribution.

20.04 It is understood that the Employer may at any time substitute another carrier for any Insurance Plan, provided the package of benefits conferred thereby are not in the overall decreased.

20.05 The Employer shall provide each participating employee with a booklet outlining the details of the benefits set out above. Upon request, the Employer will provide the union with a copy of the benefit booklet and/or, master contract.

20.06 Employee Responsibility

It is the responsibility of the Employee to notify the Employer of any changes of status (i.e. family to single coverage, etc.). If an employee fails to notify the Employer of a change in marital status, the Employer will not be held responsible for any lack of coverage in this regard.

ARTICLE 21 – MEETINGS AND TRAINING

21.01 Attendance at mandatory staff meetings or case management meetings which occur outside of an employee's regularly scheduled hours is not considered overtime and is paid at the employee's regular straight time hourly rate. Employees attending such meetings outside their regularly scheduled hours shall receive a minimum of two hours' pay at their regular straight time hourly rate.

21.02 Where staff attend workshops and training outside of Cochrane, the following shall apply:

- i. Regularly scheduled hours shall be flexed to accommodate travel and attendance at such workshops and training. If an employee is scheduled to work 12 hours on the day he/she is scheduled to travel for training, he/she will be expected to present themselves to work for the balance of the hours. (For example, if traveling to Sudbury staff would be expected to work 0700-1300 and then leave for Sudbury).
- ii. Time spent outside of regularly scheduled hours, including travel, shall not be considered overtime and shall be paid at the employee's regular straight time hourly rate. Where attendance at workshops and training prevents an employee from working the employee's regularly scheduled hours, there shall be no loss in regular earnings.
- iii. Upon return from workshops and training, employees shall be provided with a minimum of eight hours rest prior to attending at work.

ARTICLE 22 – ESCORT DUTY

22.01 Employees who are required to perform escort duties will be paid a minimum of 3 hours at the employee's regular rate of pay. Escorts will be offered to Part Time Employees first, if there are no Part Time employees available then the Full Time Employees will be contacted based on a sign-up list for escort duties. List will be posted and reviewed quarterly starting April.

22.02 Hours spent escorting young persons shall not be used in the calculation of overtime for the purposes of Article 16.

22.03 Employees returning from escort duty which has extended beyond their regularly scheduled shift shall receive an 8-hour rest period prior to returning to work.

ARTICLE 23 – WAGES

23.01 The Employer shall pay the wages set out in Appendix 'A'.

ARTICLE 24 – MISCELLANEOUS

24.01 Wherever the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine and vice-versa, unless the context requires otherwise.

24.02 It shall be the duty of an employee to notify the Employer promptly of any change of address. If an employee fails to give the Employer such notification, the Employer shall not be responsible for the failure of any and all notices to reach such employee. All notices shall be confirmed in writing by registered mail.

24.03 Bulletin Board

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and general information in keeping with the spirit of the Collective Agreement.

24.04 Copies of Agreement

The Employer shall be responsible for printing and distributing sufficient copies of the Collective Agreement. The parties shall share the cost of the printing. Copies of this Agreement shall be circulated to all bargaining unit employees within 60 days of signing this Agreement and to all new employees when they commence work.

24.05 Travel Reimbursement

- (a) Employee must receive prior permission from the Director before using their vehicles on the employer's business. No employee vehicle shall be used on the Employer's business unless the vehicle is insured for a minimum of two million dollars third party liability coverage (proof of which shall be provided to the Employer). The employee shall be paid forty cents (\$0.40) per kilometre for each kilometer driven.
- (b) Distance travelled will be calculated from the main place of work to the place of training and/or destination or from the employee's home, whichever is shorter.
- (c) The Employer agrees to reimburse employees for legitimate and reasonable accommodation expenses incurred in the course of discharging their duties for and on behalf of the Employer.

(d) The Employer will compensate the costs of meals during staff development training and or business duties as follows:

- i. Breakfast- \$10
- ii. Lunch-\$20
- iii. Supper \$30

(e) The Employer will compensate the costs of meals during staff training and escorts, if meals are not provided, or if the staff is expected to be at work for more than five (5) continuous hours.

24.06 At the Employer's expense, all employees will be required to provide an updated criminal reference check every five (5) years following their date of hire.

24.07 In the event that there is a change in the law during the life of the Collective Agreement which creates conflict between the act and the Collective Agreement, the superior provision shall prevail.

ARTICLE 25 - DURATION

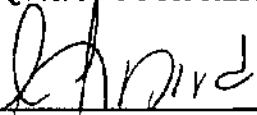
25.01 This agreement is in effect until March 31st, 2020 inclusive, from year to year thereafter unless either party gives the other party written notice 90 days prior to the expiry date of this Agreement, of its desire to amend or terminate this agreement.

25.02 Notice that amendments are required or that either party desire to terminate this Agreement may only be given within a period of 90 days prior to the expiration of this Agreement or, if applicable, to any subsequent anniversary of such expiration date.

25.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within 30 days after giving of notice, if requested to do so.

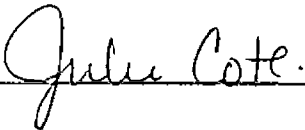
IN WITNESS THEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, 2018.


FOR MEE-QUAM YOUTH RESIDENCE






FOR THE UNION CUPE LOCAL 71-5







SCHEDULE 'A'

WAGE SCHEDULE

(PAY EQUITY ADJUSTED)

**In order to meet the requirements as per Equal Pay for Equal work the following pay grid has been in effect since April 1, 2018.

Effective April 2018-March 2019 (2%)

| | Start | 1 | 2 | 3 |
|-------------------------------------|-------|-------|-------|-------|
| Youth Worker - FT | 21.34 | 21.87 | 22.40 | 22.92 |
| Rehabilitation/Reintegration Worker | 22.40 | 22.92 | 23.34 | 23.98 |
| Youth Worker - PT | 21.31 | 21.87 | | |

Effective March 2019-2020 (0%)

| | Start | 1 | 2 | 3 |
|-------------------------------------|-------|-------|-------|-------|
| Youth Worker - FT | 21.34 | 21.87 | 22.40 | 22.92 |
| Rehabilitation/Reintegration Worker | 22.40 | 22.92 | 23.34 | 23.98 |
| Youth Worker - PT | 21.31 | 21.87 | | |