

COLLECTIVE AGREEMENT

between

**INCORPORATED SYNOD OF THE
DIOCESE OF OTTAWA**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 5381 Unit "B"
(Supportive Housing)**



January 1, 2016 – December 31, 2018

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE OF THE AGREEMENT	1
ARTICLE 2 - EMPLOYER RIGHTS.....	4
ARTICLE 3 - RECOGNITION	5
ARTICLE 4 - HARASSMENT/DISCRIMINATION	6
ARTICLE 5 - CHECK-OFF OF UNION DUES	7
ARTICLE 6 - NEW EMPLOYEES.....	7
ARTICLE 7 - CORRESPONDENCE	8
ARTICLE 8 - JOINT COMMITTEES	8
ARTICLE 9 - COLLECTIVE BARGAINING.....	11
ARTICLE 10 - GRIEVANCE PROCEDURE.....	12
ARTICLE 11 - ARBITRATION.....	16
ARTICLE 12 - DISCHARGE AND DISCIPLINE.....	18
ARTICLE 13 - SENIORITY.....	21
ARTICLE 14 - JOB POSTINGS	24
ARTICLE 15 - LAY-OFF.....	25
ARTICLE 16 - HOURS OF WORK	26
ARTICLE 17 - OVERTIME	32
ARTICLE 18 - HOLIDAYS.....	33
ARTICLE 19 - VACATION	35
ARTICLE 20 - SICK LEAVE.....	39
ARTICLE 21 - GENERAL LEAVE.....	41
ARTICLE 22 - PREGNANCY LEAVE	43
ARTICLE 23 - PARENTAL LEAVE.....	46
ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES.....	48
ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION	49
ARTICLE 26 - EMPLOYEE BENEFITS	50
ARTICLE 27 - VARIA.....	51
ARTICLE 28 - TERM OF AGREEMENT	52
SCHEDULE A - WAGE GRID Unit "B" (Supportive Housing).....	53
LETTER OF UNDERSTANDING	54
LETTER OF UNDERSTANDING	56
LETTER OF UNDERSTANDING	58

ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this agreement is to maintain and continue to improve harmonious relations between the Employer and the Union; to promote morale, well being and cooperation between the Employer and Employees; to improve service to clients; to settle conditions of employment; to recognize the mutual value of joint discussions in matters pertaining to working conditions and other matters mutually agreed to; and to set up procedures for the settlement of disputes and grievances which may arise from this Collective Agreement.

Definitions

The following definitions apply to all Articles in this Collective Agreement:

1.02 Employer

The Incorporated Synod of the Diocese of Ottawa is understood to be the Employer mentioned in this Collective Agreement and includes all agents of the Diocese who exercise authority on behalf of the Diocese.

1.03 Union

Canadian Union of Public Employees and its Local 5381 Bargaining Unit "B" (Supportive Housing).

1.04 Permanent Full-time Employee

A full-time permanent Employee is one who is regularly scheduled to work full-time hours including breaks and meal periods as defined in Article 16, who occupies a position designated as a permanent full-time position.

1.05 Permanent Part-time Employee

A part-time Employee is one who is regularly scheduled to work part-time hours including breaks and meal periods as defined in Article 16 who occupies a position designated as a permanent part-time position.

1.06 Relief worker

A relief worker is one who is not scheduled to work regular hours, and, is available "on call" to fill full or partial shifts of any length as needed.

Relief workers shall not be scheduled to the extent that their scheduling would deny work for a part-time Employee.

Has satisfactorily completed an orientation period of no less than twenty-four (24) hours within the first month of employment.

1.07 Term Employee

A term Employee is a current Employee, or, a person hired to:

- a) fill a position that has become temporarily vacant as a result of an Employee's approved leave of absence, promotion or change in classification, or,
- b) fill a newly created temporary position, in an existing classification,

A term Employee:

- is scheduled to work the hours of the permanent full-time, or, permanent part-time Employee who normally occupies the position;
- fills a position which has a date of termination, usually determined by the return of the permanent full-time, or, permanent part-time Employee who normally occupies the position;
- has agreed to remain in the position for the full duration of the term unless she chooses to return to her original position and gives the Employer no less than six (6) weeks' notice in writing.

1.08 Classification

Current classifications are: Case Management, Support Worker, Volunteer Coordinator, Food Service Coordinator, Cook, Night Attendant, and any other new classification that may be introduced from time to time through the Job Evaluation Plan.

1.09 Employee Status

An Employee's status is defined as: permanent full-time, permanent part-time, term, or, relief.

1.10 Special project/contract

Special project/contract is created as a result of new funding provided for specific one time project(s). Special project/contract may be Employer or Employee initiated as outlined below:

- a) In the event that the Employer identifies a special project or contract the following process will be followed:
 - i) A description of the project or contract will be posted and filled as per Article (job posting-term position) of the Collective Agreement.
 - ii) The posting will identify a fixed date of termination.
 - iii) Hours, benefits and conditions of work are determined at the beginning of the special project or contract.
 - iv) In the event that further funding becomes available for the project, the incumbent may be extended in the position.
 - v) Benefits for the position are determined by the funding available for the position.
 - vi) In the event that the special project or contract is to provide a service for a specific one- time task (for example developing web site etc) the Employee or person may be paid a flat amount for the service or task.

- b) In the event that a member of the bargaining unit identifies a Special Project or contract she would like to develop on behalf of the organization, the following process will be followed:
 - i) The Employee will submit a written proposal of the Special Project Assignment or contract to the Manager and the Director. The time spent preparing the proposal shall be personal time.
 - ii) The Manager and the Director will determine the feasibility and potential benefit of the project for the organization.
 - iii) If funding becomes available and the Employer approves the special project or contract, the Employee who has initiated the project will be assigned the work related to the task, given she meets the required qualifications.

- c) Special project or contract shall not be implemented in order to avoid the Employer's obligations and Employee rights under the Collective Agreement. The Employer shall not implement special projects or contracts in order to contract out work which would normally be or could be performed by members of the bargaining unit.
- d) The Employer undertakes to discuss the special project or contract with the Union.
- e) The conditions of all Special Project Assignments will be supplied in writing to the Union.

1.11 Family Relationships

- a) Spousal status shall be understood to arise from marital relationships, common-law relationships which meet the requirements of the *Family Law Reform Act February 2000* concerning length of cohabitation and same sex relationships with equal length cohabitation.
- b) Dependency will arise where there are children who are the natural or adoptive children of an Employee and a cohabitating partner or where there are children of the spouse of an Employee as defined in (a) above.
- c) The same sex spousal relationships as defined in (a) above shall be understood to give rise to all the same consequential relationships as opposite sex spousal relationships, as defined in (a) above.

ARTICLE 2 - EMPLOYER RIGHTS

2.01 Employer rights

It is recognized that the Employer maintains the following rights; but not limited to; determine and effect its own methods and scope of operations; to establish policies and standards governing its operation, including standards for performance and quality of service; to select, hire and supervise Employees; to dismiss an Employee, for just and reasonable cause; to transfer; promote; or lay-off Employees due to lack of work.

The exercise of these rights is subject to the terms of this Collective Agreement and shall be exercised in a fair and reasonable manner.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Agent

The Incorporated Synod of the Diocese of Ottawa recognizes the Canadian Union of Public Employees and its Local 5381 Unit "B" (Supportive Housing) as the sole and exclusive bargaining agent of all of its Employees of Cornerstone/Le Pilier supportive housing in the City of Ottawa, save and except the Executive Director, Managers, persons above the rank of Manager and the Administrators.

3.02 Work of the Bargaining Unit

Persons not in the bargaining unit shall not normally do the work which is done by the members in the bargaining unit, except for the purpose of instruction, training, or in emergencies when regular staff are not available.

3.03 No Other Agreements

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

3.04 Right of Fair Representation

The Union and its membership shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises as is necessary for this agreement, upon arranging for the same in advance with the Employer.

3.05 Union Membership

As a condition of employment, subsequent to hiring, all Employees shall become and remain members in good standing of the Union.

3.06 Volunteers

Volunteers and Volunteer Recruitment

Volunteers and placement students may from time to time assist the members of the bargaining unit in the performance of their duties as identified in the attached job descriptions and as may be amended from time to time. Volunteers and placement students shall not be asked or

required to perform the full range of duties performed by a member of the bargaining unit.

The Employer shall ensure that volunteers and placement students are under supervision while carrying out their duties. Employees may provide guidance and advice to volunteers and placement students where circumstances warrant. Volunteers and placement students shall not be used to the extent that it could result in a layoff or a reduction in the regular scheduled hours of work of any Employee in the bargaining unit.

It is understood that the volunteer needs and opportunities will be varied over time, and that recruitment and integration of volunteers will be reflective of this changing reality.

It is understood that this commitment on the part of the Employer does not in any way guarantee that such volunteers will always be available. Nor does it change the fact that Employees are fully responsible for all of the duties outlined in their Job Descriptions (Schedule C and as may be amended from time to time).

ARTICLE 4 - HARASSMENT/DISCRIMINATION

4.01 Harassment and/or discrimination Free Workplace

The Employer is committed to providing a work environment that is free from harassment, and, discrimination within the meaning of the Ontario Human Rights Code as amended from time to time on the basis of her gender, sex, sexual orientation, gender identity, gender expression, race, ethnicity, place of origin, colour, religious affiliation, age, marital status, economic status, disability, record of offences or family status.

Harassment and/or discrimination may be the subject of a grievance or disciplinary action imposed by the Employer in conformity with Article 12 and the Employer's Anti-Harassment Policy.

4.02 No Discrimination Based on Union Activities

There shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any Employer representative with respect to any Employee because of her membership or activities in the Union or by reason of exercising a right under the terms of the Collective Agreement.

ARTICLE 5 - CHECK-OFF OF UNION DUES

5.01 Check-Off Payments

The Employer shall deduct from every Employee any dues or assessments levied by the Union on its members.

5.02 Dues or assessments Deductions

Deductions shall be forwarded to the National Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues or initiation fees were levied. The cheque shall be accompanied by a list of the names, addresses, home phone numbers and classifications of Employees from whose wages the deductions have been made, the hours of work, salary and the amount of Union dues or assessments deducted from each Employee for the period.

5.03 Employer save harmless

The Union agrees to indemnify and save harmless the Employer against any claim or liability arising out of the application of this Article.

ARTICLE 6 - NEW EMPLOYEES

6.01 Offer of Employment and Orientation

a) Upon the hiring of a new Employee, she will be provided with a written confirmation of the terms of her employment. These terms shall include but not be limited to:

- start date
- hours of work
- classification
- benefits
- hourly rate of pay
- end date in the case of a "term" Employee
- probationary period date end and start
- job description
- employer policies and procedures
- hiring is pending upon confirmation of criminal reference check.

The Union shall be given a copy of this letter.

- b) The orientation of a new Employee shall be completed within 30 days from the first day of employment.

6.02 New Employees/Union Agreement

The Employer agrees to acquaint potential Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off. The Employer shall provide a copy of the Collective Agreement at the time of hire.

A representative of the Union shall be given an opportunity to meet with new Employees to acquaint the new Employee with the role of the Union during regular hours without loss of pay. This meeting may be held for up to twenty (20) minutes during the orientation period carried out by the Manager. The Manager will inform the Union in advance about the time set aside for this meeting. Union orientation must be scheduled and is mandatory. The new Employee will be paid for the time spent in this meeting as part of her paid orientation.

ARTICLE 7 - CORRESPONDENCE

7.01 Correspondence

All correspondence between the parties arising out of this agreement shall pass to and from the Employer's designate and the Recording Secretary of the Union, or the C.U.P.E. National Representative, with a copy to the Manager, the Human Resources Manager and the President of Local 5381.

ARTICLE 8 - JOINT COMMITTEES

8.01 Composition of the Committees-Meetings

It is agreed that two Joint Committees, the Labour-Management Committee, and, the Workplace Health and Safety Committee, will be established with equal representation from each of the Union and the Employer on each committee. Each committee will meet monthly or as needed and mutually agreed upon by both parties. Time spent by members of either of these joint committees will be considered as time worked and paid at straight time hourly wage equivalent.

8.02 Labour /Management Committee

a) Purpose of Committee

Recognizing the benefits of mutual consultation and the parties commitment to provide the best service to the Employer's clients, the Employer will meet with members of the Local Executive for regular meetings of a Labour Management Committee. Such meetings will be used to discuss matters of concern to both parties arising out of the working relationship between the Employer and the employees, other than matters relating to grievances or negotiations.

b) Representation on Committee

The Committee shall consist of two (2) representatives from the Union and two (2) representatives from the Employer, with the right to substitute representatives due to illness, leave, or scheduling if necessary. The Committee shall enjoy the support of both parties. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

c) Meetings of Committee

The Committee shall meet monthly or as needed. Proposed agenda items will be exchanged by the parties one (1) week in advance. Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

d) Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

8.03 Workplace Health and Safety Committee

a) Committee

The Workplace Health and Safety Committee will identify potential health and safety dangers and hazards, recommend means of improving health and safety programs and recommend actions to be taken to improve health and safety conditions.

b) Health and Safety

The Employer strongly recommends that all Employees receive annual testing for tuberculosis, are vaccinated and regularly monitored for Hepatitis B and pursue any follow up treatments prescribed by their physicians. Whenever possible, the Employer will schedule the TB testing at the workplace at no cost to the Employee.

The Employer will pay fifty percent (50%) up to a maximum of one hundred dollars (\$100.00) to each Employee once every five (5) years, toward the costs of Hepatitis B vaccinations, A/B combined (Twinrix), and any other vaccinations that are recommended for shelter workers by the Centretown Community Health Centre or Ottawa Inner-City Health. In order to receive payment, Employees must provide the Employer with proof of payment for the vaccinations received.

The Employer will take responsibility for ensuring that Employees have clear instructions for the handling of residents' medication, and that proper training is provided as required and identified.

Employees will not be required to carry out any medical procedures for which they are not properly authorized.

The Employer will carry insurance to protect Employees against liability for negligence or errors made in carrying out their duties, or, in the case of a resident's wrongful use of medication.

8.04 Workplace Aggression and Violence

It is understood that Employees may be exposed to aggression and violence in the course of their duties.

On a regular basis, the Employer will provide training in the understanding, diffusion, prevention and handling of aggressive and/or violent behaviour. This training will be at the Employer's expense. Regular updates in matters of workplace safety will be provided through avenues such as staff meetings or through the auspices of the Occupational Health and Safety Committee.

The Employer shall provide the Employee with pertinent information relative to the potential for experiencing aggression and/or violence within the workplace. The Employee shall be informed of the approach to be taken in providing care for residents.

Timely debriefing counselling by trained practitioners will be made available to Employees who have been exposed to violence.

ARTICLE 9 - COLLECTIVE BARGAINING

9.01 Collective Bargaining Representatives

The Employer shall not bargain with or enter into any agreement with an Employee or group of Employees in the bargaining unit. No Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an Employee or group of Employees, an elected or appointed representative of the Union shall be the Spokesperson.

In order that this may be carried out, the Union will supply the Employer with a current list of its officers whenever a change is made. Likewise, the Employer will supply the Union with a list of its personnel with whom the Union will be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than two (2) members of the local Union and a representative of the National Union. The Union will advise the Employer of the Union members of the Committee, and/or, of any changes thereafter.

9.03 Meeting of Committee

In the event either party wishes to call a collective bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.04 Bargaining Relations - Technical Information

For the purposes of collective bargaining and upon twenty (20) days request by the Union, the Employer will provide the following information, applicable to members of the bargaining unit:

- i) job descriptions;
- ii) number of positions in the bargaining unit;
- iii) insurance policies or other plans or documents concerning benefits in force for members of the bargaining unit;

- iv) the Employer will consider requests for any information the Union feels it needs in order to negotiate the Collective Agreement.

9.05 Time off For Collective Bargaining

An Employee who is a member of the Bargaining Committee shall be entitled to time off for the purpose of negotiations.

No member of the Union shall suffer a loss of salary, wages, benefits or seniority as a result of time spent in negotiations, conciliation, mediation or arbitration of a Collective Agreement. A member of the bargaining team shall not be required to participate in negotiation, and, work a full shift within the same twenty-four (24) hour period. Further, if negotiations are held for 8 hrs or more on a day that the Employee is scheduled to work, they will not be required to return to finish their shift and shall be paid for their regular shift.

If a part-time or relief Employee is a bargaining team member and misses an available shift due to negotiations she shall be paid for the hours of work she was scheduled to work.

If a part-time or relief Employee is not scheduled to work and is part of the bargaining team she shall be paid for the time spent in negotiations.

All time spent in negotiations shall be at the regular rate of pay. A member shall not be entitled to any overtime while in negotiations.

Notwithstanding Article 16.05, should negotiations for which an Employee is booked off be cancelled or end prematurely, they shall remain off and their replacement will complete the shift as scheduled. If the cancellation was initiated by the Union, the Union shall be responsible to pay the Employee. If cancelled by the Employer or by mutual consent, the Employer will pay the Employee. This Article does not apply if the Employee is given a minimum of twelve (12) hours notice of shift cancellation.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

There shall be two (2) Union Stewards for the bargaining unit. The Union Steward shall be entitled to represent any Employee at grievance procedure meetings. The Steward may assist any Employee in preparing and presenting a grievance in accordance with the grievance procedure.

10.02 Name of Stewards

The Union shall notify the Employer of the name of any Shop Steward who will be representing the Union at a meeting with the Employer. This notification shall be in writing and in advance before the Employer shall be required to recognize same.

10.03 Grievance Committee

The Grievance Committee shall be composed of: the President of the Local Union, the Steward directly involved with the grievance, the National Union Representatives where required and the grievor(s).

10.04 Grievance Procedure

a) Definition of Grievance

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement or Employer policies including any question as to whether a matter is arbitrable as set out below.

b) It is the mutual desire of the parties that all complaints and grievances be satisfactorily resolved as quickly as possible. It is understood that any Employee may present an oral complaint at any time to the Manager or designate without resorting to the grievance procedure as set out below.

c) Except as otherwise provided, it is understood that an Employee has no grievance unless the difference is first discussed with the Manager or her designate. This discussion shall include but not be limited to a reasonable explanation of how the Employer has allegedly inappropriately interpreted, applied, administered or violated the Collective Agreement.

Step 1

If, upon the completion of said discussion, the difference is not resolved, a grievance may be submitted in writing to the Manager or designate, within fifteen (15) business days after the matter was last discussed with the Manager or designate. A meeting will be held with the Employee, the Manager, the Human Resources Manager or designate and the steward of the Union within fifteen (15) days after the written grievance was submitted. The Manager will deliver a decision in writing within fifteen (15) days of the meeting.

Step 2

If, the difference is still not resolved, the grievance will be submitted in writing to the Executive Director, (or in unusual circumstances her designate) within fifteen (15) days after the meeting with the Manager or designate. A meeting between the Employee and the steward, the president or the national representative will be held with the Executive Director (or in unusual circumstances her designate), and the Manager or designate as well as Human Resources Manager within fifteen (15) days after her receipt of the grievance by the Executive Director. The Executive Director, will deliver a decision in writing within fifteen (15) days of the meeting.

At each step of the grievance procedure, the grievor shall have the right to be present.

10.05 Submission to Arbitration - Mediation

The Union may submit any unsettled grievance or difference to arbitration within fifteen (15) days of the Executive Director's decision at Step 2.

However either party may request that the matter be mediated through an official mediator.

Such a request must be made in writing to the other party within fifteen (15) days of the Executive Director's decision at Step 2.

Where the parties agree to Mediation, the selection of the mediator shall be made within five (5) days of the agreement to proceed with mediation.

If the parties cannot agree on a Mediator, the matter shall proceed to arbitration. It is understood that mediation shall not be used to delay an arbitration hearing.

10.06 Policy Grievance

Where a dispute involving a question of general application of this agreement or policies, or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this Article may be by-passed. The notice of grievance shall include an explanation of how the Collective Agreement has allegedly been inappropriately interpreted, applied, administered or violated.

10.07 Group Grievance

Where a number of Employees have identical grievances and each Employee would be entitled to grieve separately they may present a group grievance in writing, signed by each Employee who is grieving to the Executive Director within ten (10) days after the circumstances giving rise to the grievance or difference have occurred. The notice of grievance shall include an explanation of how the Collective Agreement has allegedly been inappropriately interpreted, applied, administered or violated.

The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the handling of such grievance. The group of grieving Employees shall be represented at the meeting by at least one (1) member of the group and the Union.

10.08 Replies in Writing

Replies to grievances shall be in writing at all stages. Such replies shall clearly identify the reasons for the Employer's decisions.

10.09 Attendance at Grievance and Arbitration Procedure

- a) The grievor and/or a Union steward or the Union President shall suffer no loss of pay as a result of a discussion or a meeting under the grievance procedure. It is agreed that this provision does not authorize preparing for complaint, grievance or arbitration procedures during working hours.
- b) Where an arbitration or mediation is convened:
 - i) An Employee required to give evidence at the arbitration or required to give her version of events at a mediation hearing shall be allowed time off to attend the arbitration or mediation without loss of pay. She shall return to work following the completion of her attendance at the hearing. The parties will cover the respective costs of their witnesses' attendance. For the Union witnesses, the Employer shall invoice the local Union for the actual cost of replacing the Employee.
 - ii) Where the Union President or a designate attending an arbitration hearing shall suffer no loss of pay and shall return to work following the completion of her attendance at the hearing.

- iii) A grievor attending an arbitration hearing during a scheduled shift shall suffer no loss of pay and shall return to work following the completion of her attendance at the hearing.
- iv) It is understood for the purposes of this Article, the Employee scheduled to work the midnight shift prior or after the day of the arbitration or mediation shall wherever possible reschedule her shift. In any event, the Employer shall not be responsible for costs of replacement staff on the said midnight shift for Union witnesses.
- v) If any of the above attendees at an arbitration choose to be away from work beyond the conditions noted, the Union may choose to assume responsibility for the additional staff coverage. In this case, arrangements will be made with the Employer in advance and the Employer will bill the Union for any actual costs associated.

ARTICLE 11 - ARBITRATION

11.01 Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing, or email, addressed to the other party of the agreement indicating the name of its proposed arbitrator. Within ten (10) days thereafter, the other party shall answer in writing, or email, indicating her agreement or disagreement with the proposed arbitrator.

11.02 Failure to Appoint

If there is no agreement on the selection of an arbitrator, the party submitting the grievance, may within 7 days of receipt of the last correspondence in 11.01 request that the Minister of Labour appoint an arbitrator.

11.03 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this agreement. However, the Arbitrator shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

11.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene the hearing within seven (7) days to clarify his/her decision.

11.05

a) **Expenses of the Arbitrator**

Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.

b) **Expenses of the Mediator**

Each party shall pay: one-half (1/2) of the fees and expenses of the Mediator.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent in writing of the parties. The time limits in this agreement are not mandatory but merely discretionary.

11.07 Witnesses

At any stage of the grievance or arbitration procedure, the parties shall have the assistance of the Employee or Employees involved and any necessary witnesses. All reasonable arrangement shall be made to permit the conferring parties or Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.08 Expedited Arbitration

Notwithstanding the above, either party may submit a grievance to an expedited arbitration under the *Ontario Labour Relations Act*.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

12.01 Discharge and Discipline Procedure

Subject to Article 2.01 and this Article 12, an Employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this agreement.

12.02 Whenever the Employer deems it necessary to censure an Employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such Employee fails to bring her work up to a required standard by a given date, the Employer shall, within ten (10) days after the incident has come to the attention of the Employer, give written particulars of such censure to the Employee involved with a copy to the Secretary of the Union.

12.03

- a) An Employee who is asked to meet with the Employer for the purposes of discipline, suspension or discharge shall receive notification in writing of the scheduled meeting three (3) days prior to the meeting. In the written notification the Employer will inform the Employee of her right to have a representative of the Union present at all meetings dealing with discipline, suspension or discharge. The notification will include the reason for the intended discipline, suspension or discharge. The Employer will forward written notification of all scheduled meetings to the Union. All time spent at such meetings shall be considered time worked.
- b) At the time of the meeting to impose the discipline, suspension or discharge, the Employee and the Union shall be notified fully in writing of the reason and details of the discipline, suspension or discharge. The details of the form of discipline the Employer will be implementing will be provided in writing. If the conditions of the discipline are changed due to the proceedings of the meeting, the Employer will provide a revised written Notice of Disciplinary Action for all parties to sign as soon as possible following the meeting
- c) If an occasion arises whereby the Employer must immediately suspend the Employee, the Employee will be paid her regular pay until a meeting is held to determine further process.
- d) An Employee shall be accompanied by a steward or a Union representative at any interview with the Employer which could result in a discipline or discharge or on any occasion where the Employee so

requests. An Employee may in writing advise the Union and the Employer of her decision not to have Union representation.

- e) Any meeting with an Employee regarding discipline, suspension or discharge shall be held in a location the workplace which provides for the privacy of the Employee.
- f) If any one of the conditions or steps outlined in Article 12 of the Collective Agreement is not completed or followed by the Employer, the process shall stop until such conditions are completed. The process shall continue if the Employee has documented in writing to the Union and the Employer her decision not to have Union representation.

12.04 Access to Personnel Records

An Employee shall have the right, upon sufficient notice, to have access to her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the personnel record. With the written permission of the Employee, a Union Representative or Shop Steward shall also have the right of access to an Employee's personnel file.

- a) Contents

Employees may submit to the Manager items such as certification of training, or diplomas related to the workplace, courses, workshops and letters of commendation to be added to their file at any time.

- b) Confidentiality

Personnel records will be kept confidential and no information shall be released to any person except as required by law or under the provisions of this agreement.

- c) Copies of Documents

An Employee shall receive a copy of any document which is a part of their personnel file.

- d) Documents in an Employee's personnel file, for which the Employee was not aware of at the time of the related matter, cannot be used against the Employee.

12.05 Clearing of Record

Disciplinary letters or censures shall be removed from an Employee's file, (eighteen) 18 months after the most recent related incident which gave rise to the discipline.

In the case of inappropriate behaviour, the letter of censure shall be removed from the Employee's file two (2) years after the most recent related incident which gave rise to discipline.

12.06 Progressive Discipline

Generally, a concern regarding an Employee work performance shall first be discussed with the Employee. If the matter or concern complained of is not corrected the Employer may issue a verbal warning, followed by a written warning or suspension or discharge. Notwithstanding the above, depending on the nature or severity of the conduct any of these steps may be skipped.

12.07 Adverse Reports

Any documentation pertaining to a concern about an Employee's work performance must be processed within a reasonable time of coming to the attention of the Manager. Written or personal notification must be given to the Employee within a reasonable time of the concern coming to the attention of the Manager. Such notices will be signed and dated by the Manager and the Employee. Such a signature will indicate only that the Employee has seen the document and not necessarily that she agrees with it.

In the case where a written concern is brought forward to the Employer or its agent from outside the organization, this will be brought forward to the Employee for discussion

12.08 Performance Appraisals

Employees shall receive performance appraisals on or near the anniversary date of hire and annually thereafter. An Employee shall be provided with the opportunity to give her input prior to the performance appraisal being finalized. An Employee has the right to indicate her disagreement with the performance appraisal, which shall be attached to the performance appraisal.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

- a) Full-time Employees will accumulate seniority on the basis of their regular hours of work during their continuous service as of the date of hire in the bargaining unit except as otherwise provided herein.
- b) Part-time, and, relief Employees will accumulate seniority on the basis of their hours worked during their active continuous service as of the date of hire in the bargaining unit except as otherwise provided herein.
- c) An Employee whose status is changed from part-time, term, or, relief to full-time shall receive full credit for her accumulated seniority in the bargaining unit at the time of her status change.
- d) An Employee whose status is changed from full-time to part-time, term, or, relief shall receive full credit for her accumulated seniority in the bargaining unit at the time of her status change.
- e) For the purposes of converting hours of work to year(s) of seniority: One (1) year seniority shall equal one thousand nine hundred and eleven (1911) hours of work. In addition, time spent in staff meetings, and, overtime hours worked shall be credited for seniority.
- f) Unless otherwise provided for in this Collective Agreement, an Employee on a leave of absence, exceeding thirty (30) continuous work days shall not accumulate seniority or service credits. Notwithstanding, an Employee on a maternity or parental leave shall as per Article 22 and 23 continue to accumulate seniority and service.

13.02 Seniority List

The Employer shall maintain a single seniority list showing the current classification, status, and each Employee's total seniority.

An up-to-date seniority list shall be sent to the Union and posted on the CUPE bulletin board on a quarterly basis in January, April, July and October of each year.

In the event the Employer is unable to provide these lists, she shall advise the Union as soon as possible. The parties will endeavour to arrive at an acceptable solution.

13.03 Probation for Newly Hired Employees

A newly hired full-time or part-time Employee shall be on probation for a period of three (3) months. A newly hired relief staff shall be on probation for the first four hundred (400) hours worked. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement according to the worker's status (full-time, part-time or relief) except with respect to discharge. Grievances arising from the discharge of a probationary Employee shall be limited in scope to the reasonableness of the Employer's decision to terminate the Employee with just cause. Regarding the discharge of a probationary Employee, this is deemed to be a lesser standard. A probationary Employee shall be assessed by the Manager. Basic orientation/familiarization specific to the job will be given to a new incumbent in a position during the probationary period. The probationary period may be extended with the consent of the Union President or her designate.

13.04 Trial Period

An Employee who is transferred to a new classification shall be on trial for a period of up to three hundred (300) hours worked. Such an Employee shall have the right to return to her previous position in the bargaining unit during her trial period. At the end of the trial period, the position temporarily left vacant by the Employee shall be filled.

13.05 Purposes of Seniority

In accordance with the applicable Articles in this Collective Agreement, seniority is a factor for:

- i) Opportunities to fill vacancies
- ii) Opportunities for part-time or casual work
- iii) Promotion and Transfer
- iv) Layoff and Recall
- v) Selection of shifts.

13.06 Loss of Seniority

An Employee shall lose her accumulated seniority and be deemed to have ceased her employment in the event she:

- i) resigns in writing;

- ii) is discharged for just cause and not reinstated through the grievance procedure or arbitration;
- iii) fails to return to work within seven (7) calendar days following a lay-off and after receiving notice by registered mail to do so, unless through sickness or matters beyond the control of the Employee;
- iv) is laid off for fourteen (14) or more calendar months;
- v) is absent from work in excess of three (3) consecutive scheduled shifts without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
- vi) she fails to return to work upon termination of an authorized leave of absence or utilize a leave of absence for a reason other than that for which the leave was approved. The Employer will implement this subsection in a fair and reasonable manner.

13.07 Shift allocation

Shifts available due to an Employee's leave of absence will be offered in the following order:

- to Employees within the same classification by order of seniority
- to Employees having the required qualifications working in a different classification by order of seniority.

Subject to Article 1.07, such shifts shall be allocated for the length of the entire leave of absence.

It is understood that such available shifts shall be given to the replacing Employee as soon as the schedule can be altered.

13.08 Transfer outside the bargaining unit

No Employee shall be transferred to a position outside the bargaining unit without her consent. If an Employee is transferred to a position outside of the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority (until her return to the bargaining unit). Such Employee shall have the right to return to her previous position in the bargaining unit during her trial period, which shall be a maximum of six (6) months where the position outside the bargaining unit is permanent in nature. Where the position is temporary in nature, the right to return shall be for a period of up to twelve (12) months.

Her position in the bargaining unit shall be temporarily filled with a term Employee until her trial period is completed in the case of a permanent position, or the end of temporary assignment, in the event that the member is acting in a temporary capacity covering a management position.

ARTICLE 14 - JOB POSTINGS

14.01 Job Postings

If a new permanent full-time or permanent part-time position within the bargaining unit is created or when a vacancy of a permanent nature occurs within the bargaining unit, which shall include the resignation of an incumbent, the Employer shall notify the Union in writing and post notice of the position for a period of seven (7) calendar days. Subsequent vacancies arising as a result of the filling of a posted position shall be posted for a period of three (3) calendar days. A copy of the Job Posting will be emailed by the Employer to all Bargaining Unit Employees via their approved Cornerstone email address. Positions shall be posted within two (2) weeks of vacancy. Term positions of greater than two (2) monthly schedules shall be posted as above for a period of three (3) calendar days.

14.02 Information in Postings

Such notice shall contain the following information: Hours of work, Rate of Pay, Job Description, and Qualifications and skills as specified in the Job Description.

14.03 No Outside Applicants

No outside applicants for any vacancy shall be considered until the applications of bargaining unit Employees who meet all the required qualifications and skills, as specified in the Job Description, have been fully processed.

14.04 Role of Seniority

Full-time and Part-time posted vacancies shall be filled as follows:

- i) The most senior applicant currently within the classification will be awarded the position.
- ii) Failing #1 above, where qualifications and skills are relatively equal, the appointment shall be made of the applicant with the greatest

seniority from among those meeting the required qualifications and skills as found in the job description.

14.05 Deemed qualified

All current Employees are deemed qualified in their current positions as per the job description in effect on the date of certification, given that they continue to pursue all ongoing education and training required and provided by the Employer from time to time for the effective performance of their duties.

ARTICLE 15 - LAY-OFF

15.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this agreement.

15.02 Role of Seniority and Service in Lay-Offs

Both parties recognize that job security shall increase in proportion to seniority as defined in Article 13.01. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority, provided the Employee exercising the right meets the required qualifications as found in the job description and is qualified to perform the work of the Employee with less seniority.

In the event of a layoff, the Employer shall provide to the affected Employee(s) who will be laid off, no less than six (6) weeks written notice of layoff or pay in lieu thereof.

An Employee with five (5) years service or more who terminates her employment further to receipt of notice of layoff and foregoes any right of recall will receive one (1) week's severance pay for each year of service and prorated severance for any partial year of service in addition to her entitlement to notice of layoff or pay in lieu thereof.

15.03 Recall Procedure

Employees shall be recalled in the order of their seniority. Employees shall maintain their right to recall for fourteen (14) months following layoff.

15.04 No New Employees

New Employees shall not be hired until those laid off have been given an opportunity of recall.

15.05 No loss of recall right

An Employee who is laid off will be offered work, where available, in a term position or relief hours without losing her right to recall in a full-time or part-time position for which she was laid off. Such an Employee must meet the required qualifications as found in the job description and must be qualified to perform the work.

ARTICLE 16 - HOURS OF WORK

16.01 Hours of Work

The day shift shall be a shift where the majority of hours fall between 8:00 a.m. and 4:00 p.m.

The evening shift shall be where the majority of hours fall between 2:00 p.m. and 11:00 p.m.

The overnight shift shall be where the majority of hours fall between 10:00 p.m. and 8:30 a.m.

A. Full-time

A full-time worker or term Employee in any classification shall be regularly scheduled and work a minimum of thirty-six and one-half hours (36 ½) to a maximum of forty (40) hours in a one (1) week period ending on a Saturday.

B. Part-time

A part-time worker in any classification shall be regularly scheduled and work between twenty-one (21) and twenty-five (25) hours in a one (1) week period ending in a Saturday. Part-time staff may work extra shifts to a maximum of forty-four (44) hours total in the one week period per the Employer's shift booking procedures.

16.02 Relief – Availability and Scheduling

Submission Date

All relief workers must advise the Manager in writing of their availability for work by the eighth (8th) day of each month preceding the month for which the schedule will be in effect. If the Manager does not receive an Employee's availability by that time, it will be assumed that the Employee is not available and the terms of Article 16.03 will apply.

For the purposes of Article 16 – Hours of Work, a "Scheduling Month" is defined as:

- i) beginning on the first Sunday of a month;
- ii) ending on the Saturday immediately preceding the first Sunday of the next scheduling month.

Minimum Availability Requirements

Regular Shift Availability

All relief workers will be required to be available for at least five (5) shifts over at least three (3) separate calendar dates per pay period. These dates shall include at least two (2) open overnight shifts per month for all relief staff hired after January 1, 2014.

Probationary employees must be available to work an additional two (2) open shifts in a pay period. For purposes of this Agreement "open shift" means when no full-time or part-time employee is regularly scheduled for the shift.

In addition to regular shift availability requirements, every relief Employee will be required to be available at least five (5) shifts over three (3) of the following dates: December 24th, December 25th, December 31st and January 1st.

In addition to the Christmas and New Year's availability, every relief Employee shall be required to be available for at least four (4) additional paid holidays throughout the year.

The Employer will endeavour to ensure that no Employee is required to work over both Christmas and New Year's in the same holiday period. Availability for the period of December 1st to January 1st inclusive shall be submitted by November 8th. In the event of extenuating circumstances,

the Employer and the Union may mutually agree to waive the requirement for an individual staff member.

Relief employees interested in filling one or more entire weekly blocks of vacation and holiday shifts for the period of June, July and August shall indicate their interest per the Employer procedure before April 1st.

The monthly schedule shall be posted by the 15th of each month preceding the month for which the schedule is in effect. (i.e. Feb. 15 for the March scheduling month).

Initial Shift Booking

At initial booking, each Part-time and Relief Employee will be booked for one (1) shift per week in accordance with their stated availability until all available shifts for that week have been filled.

Part-time and relief Employees shall be booked for shifts (whether during initial monthly booking or through the call-in process) based on their integrated seniority within the bargaining unit. An employee's status as either part-time or relief shall not impact this process.

Part-time and relief Employees will be offered up to maximum of forty-four (44) hours per week. Overtime hours will be assigned only when either all part-time and relief Employees are working forty-four (44) hours in a week or there is no part-time or relief employees available to cover the shift who would be entitled to the non-overtime rate of pay.

All shifts are offered as per the above two paragraphs provided they do not result in overtime.

Should no staff from the bargaining unit be able to work any part of or all of a given shift, (whether at straight or overtime as defined in Article 17.01), staff from The Women's Shelter may be offered the shift or partial shift in order to assure coverage of at least one worker. These staff will have previously had or will be given an orientation prior to the beginning of their shift.

These staff will not accumulate seniority under this Collective Agreement but will be paid at the current wage rate under this Agreement.

16.03

Deemed to have resigned

Relief Workers are hired to fill shifts open on a regular basis and as replacements for other staff that may be off due to illness, holiday or vacation. They are hired with the expectation that they will honour their

availability requirements. Should their availability change during the course of the month, they must ensure that the availability list is appropriately adjusted prior to being called for a shift. Adjustments may not reduce their availability below the required number of shifts.

A Relief Worker may be deemed to have resigned if: she is offered work according to her stated availability and refuses to work three (3) times during a four (4) week period. A refusal includes any shift offered according to stated availability where the employee does not work and has no verifiable cause for not working. Offers can be made by speaking with the Relief Worker directly or by calling the last contact information on file with the Employer and documenting the same. The Relief Worker is responsible for ensuring that her contact information which shall include primary phone number is on file with the Employer. She will also be deemed to have resigned if she has been offered at least three (3) shifts in accordance with her stated availability and has not worked a minimum of one (1) shift in a scheduling month. A refusal does not include refusing to work a shift that is shorter than four (4) hours in length. Relief staff may also be deemed resigned if they work less than two-hundred (200) hours in a calendar year.

Those who do not fulfill their availability requirements will be notified in writing of such and offered an opportunity to bring forward any mitigating factors. The notice may be withdrawn if those factors are of an exceptional and nonrecurring nature. Otherwise, the notice will stand and the relief worker will be deemed to have resigned if any further incident or failure to fulfill availability requirements occurs during the following twelve (12) months.

Notwithstanding the above, relief staff who are unable to meet their availability requirements due to scheduled vacation (in accordance with Article 19), approved leave of absence, illness or bereavement shall not be deemed resigned. The Employer may require a written documentation such as a doctor's note or death notice to support such absences.

16.04 Staff Meetings

Staff meetings may be scheduled from time to time for up to three (3) hours. An employee shall be paid for the length of the staff meeting, provided that the employee attends the entire staff meeting. The date of the meetings shall be posted a minimum of one (1) month in advance.

16.05 Reporting Pay

Employees who report for a shift that they have been scheduled for, but which is cancelled:

- shall receive no pay if the employee has been given at least twelve (12) hours' notice of the shift cancellation
- or shall work for at least three (3) hours.

When a scheduled shift is cancelled for reasons beyond the Employer's control, the employee:

- shall receive no pay if the employee has been given three (3) hours' notice of the shift cancellation
- or shall work for at least three (3) hours.

16.06 Meal and Rest Periods

Employees shall be entitled to a paid rest period (or rest periods) as follows:

Shift of five (5) hours or more	Thirty (30) minute meal period
Shift of seven and a half (7.5) hours or more	Thirty (30) minute meal period and two (2) fifteen (15) minute breaks
Shift of twelve (12) hours or more	One (1) hour meal period and two (2) fifteen (15) minute breaks

Availability to residents during hours of work

It is agreed that staff are available when needed and that the timing and combination of break periods will be subject to resident and operational needs.

The scheduling of these rest periods will be negotiated between the staff working the shift.

16.07 Staff Development /Training

As early as possible each year, the amount of money allocated for training and development shall be announced.

Subject to the availability of monies, training and development shall be provided for in the following order of priority:

1. Training mandated by applicable legislation
2. Training mandated by funding contracts
3. Group Training and Staff Development

4. All other requests for individual training/staff development

Mandatory trainings must be renewed as required. Employees who fail to attend re-certification course within the prescribed time will be reimbursed for the amount of re-certification only. To ensure that employees meet the required standards, the Employer will provide information on the training sessions offered through their recommended training providers. The Employer shall reimburse Employees for the cost of the approved certifications at the amount actually paid or the rate normally charged by the Employer's recommended provider whichever is lower. All staff are expected to attend mandatory training.

16.08 Split Shifts

No Employee shall be required to work split shifts without her consent.

16.09 Minimum number of hours between shifts

There shall be a minimum of eleven (11) hours between the end and resumption of work. Failing this, the Employee shall be remunerated at the overtime rate for the number of hours the interval is short of eleven (11) hours. This shall not apply where a part-time or relief employee is offered and voluntarily accepts a shift in accordance with Article 16.02 (Relief, Availability and Scheduling).

16.10 Exchange of Shifts

Employees may request to exchange one (1) shift off within a pay period with the prior written consent of their immediate supervisor. Requests must be co-signed by the employees willing to exchange shifts.

There shall be no double trading. Employees who have traded their shift cannot then trade again. Employees are expected to work their original accepted trade.

Relief workers can exchange shifts of any length with relief workers. Part-time workers can exchange shifts with anyone provided their hours do not fall beneath twenty (20) hours in a week.

Full-time workers can exchange shifts with anyone provided their hours of work do not fall below 36½ hours per week or above 40 hours per week as per Article 16.01 a).

It is understood that contract workers fall within the full-time or part-time category as the case may be.

It is understood that a voluntary trade shall not result in overtime pay.

ARTICLE 17 - OVERTIME

17.01 Overtime

Overtime shall be paid for all hours worked in excess of regularly scheduled weekly hours for permanent full-time, and after forty-four (44) hours worked in a one week period for relief and part-time.

The workweek is defined as beginning on Sunday at 7:15 a.m. and ending the following Sunday at 7:30 a.m.

17.02 Rate of pay for overtime work

Overtime work shall be paid at the rate of time and one-half (1½) the regular rate. However, if overtime is worked as a result of Employees exchanging shifts, time so worked will be paid for at the regular rate.

17.03 Procedure for scheduling Employees for extra available shifts

a) All overtime shall be on a voluntary basis.

b) When a shift becomes available and no relief or Part-Time Employee is available to fill it at straight time, such shifts shall be offered by seniority to full-time permanent and full-time Term Employees, then to part-time permanent and part-time term and then relief Employees on a rotational basis subject to the following provision.

If the Employee who should otherwise be offered the unscheduled shift is already scheduled to work that shift, or is scheduled for the shift before or after the unscheduled shift, such Employee shall be bypassed but shall retain her position on the rotation. The Employee who accepts the unscheduled shift shall be the Employee moved to the bottom of the list. When it is not possible to fill an unscheduled shift, it is understood that one of the Employees already on site will be required to remain until the replacement person arrives on site. It is understood that if an agreement between workers already on site cannot be reached, the least senior Employee will be required to remain at work until the replacement worker arrives. If the replacement arrives within the first 3 hours of the shift, the Employee remaining shall be entitled to a paid fifteen (15) minute break within the first three (3) hours, thereafter, she shall be entitled to a paid one-half (½) hour break within each three (3) completed hours of work.

17.04 Time off in lieu

With the mutual consent of the Employer and the Employee, in lieu of overtime payment, an Employee may take paid time off at a mutually agreed time. Time off shall be paid at the appropriate rate (i. e. one (1) hour overtime worked = one and one-half (1½) hour's pay = one and one-half (1½) hours off). Such paid time off in lieu of overtime shall be taken only in full shifts. Any remaining hours must all be taken consecutively within a one shift period.

Requests for such paid time off in lieu of overtime shall be made as far in advance as possible but no later than two (2) days in advance.

17.05 Time off in lieu – Sick leave

An Employee, who has no sick leave credits left, may use her accumulated overtime hours for the purpose of sick time. Using such hours for the purpose of sick leave will not require the two (2) days advance notice.

17.06 Time off in lieu – Carry over

Overtime shifts taken as time off will be taken within the calendar year with the exception of overtime earned in December, which can be carried forward to the end of January.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

a) The Employer recognizes the following as paid holidays:

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

and any other day declared or proclaimed as a paid holiday for the Province of Ontario.

b) The paid holiday is defined as beginning at 12:01 a.m. on the night before the holiday and ending at 11.59 p.m. on the day of the holiday.

c) An Employee may substitute up to three (3) of the above paid holidays for cultural or religious observances. She will inform the Employer of these substitutions at the beginning of each calendar year.

18.02 Payment for Paid Holiday - Eligibility

All Employees in a full-time or part-time position (whether regular or term) shall be eligible to be paid for statutory holidays in Article 18.01 unless:

- She fails to work without reasonable cause her scheduled regular day of work preceding or her scheduled regular day of work following a paid holiday;
- She has agreed to work on a paid holiday and who, without reasonable cause, fails to report for and perform the work.
- She is employed under an arrangement whereby the Employee may elect to work or not when requested so to do.

18.03 Payment for Paid Holiday falling on a day of work

When an Employee as defined in Article 18.02 is not required by the Employer to work but would normally work on either the day of, or night shift ending on the day of, a paid holiday, she will be offered:

- a) the shift off work with pay at her regular wage or,
- b) the regular rate for all hours worked on that shift plus either
 1. another scheduled shift off with pay at regular rates or,
 2. the equivalent of their regular shift at time and one half their regular rate of pay.

Notwithstanding the foregoing, the Volunteer Coordinator will only be offered Option a) above.

18.04 Paid Holiday falling on a non-working day

An Employee as defined in 18.02 whose regular shift does not fall on or end on the day of the paid holiday, will receive either:

- a) another regularly scheduled shift off work with pay or,
- b) the equivalent of an additional shift's wage at the regular rate.

18.05 Paid Holiday Pay for Relief Workers

- a) a relief worker who is scheduled to work on a paid holiday will be paid time and one half her regular rate of pay for hours worked.

- b) relief Employees who are not scheduled to work on a statutory holiday will be paid in accordance with the requirements of the Employment Standards Act.

18.06 International Women's Day (Mar. 8)

International Women's Day (March 8) is a paid floater holiday for full-time permanent Employees and credited to the Employee at the beginning of each calendar year. An Employee shall provide the Employer with two (2) weeks' notice of the day she intends to use her float day. In special circumstances, with the approval of the Employer, this floater day can be carried over to the next calendar year, or, at the Employee's request be paid out in lieu. This payment in lieu shall be made in the first pay period of December. An Employee terminating her employment after she has taken the floater shall not be required to repay the floater.

ARTICLE 19 - VACATION

19.01 Length of Vacation (Employees hired prior to May 11, 2011)

- a) A permanent full-time Employee shall receive annual vacation time and vacation pay as follows:
- | | | |
|-----------------------------------|---|---|
| 0 to 10 years seniority | = | 4 weeks vacation, at 8% of wages earned in the vacation accrual period |
| 10 to 15 years seniority and over | = | 5 weeks vacation, at 10% of wages earned in the vacation accrual period |
| 16 years and over | = | 6 weeks vacation, at 11.5% of wages earned in the vacation accrual period |
- b) An Employee who does not work for the full year shall have her vacation entitlement pro-rated to reflect the time actually worked and/or applicable percentage of wages actually earned. Vacation which has been taken but not earned shall be deducted from regular pay.
- c) A permanent part-time Employee shall receive annual vacation with pay as above, on a pro-rata basis of her hours of work relative to the hours of

work of a permanent full-time Employee. A permanent part-time employee shall have a choice of taking annual vacation or receiving payment in lieu at the rate paid for relief and term employees. Permanent Part-time Employees who work additional relief hours shall be paid out at the applicable percentage for relief hours worked. Payment shall be made in January of the next calendar year.

A relief and term Employee shall receive vacation pay as follows:

0 to 10 years seniority	=	8%
10 to 15 years seniority and over	=	10%
16 years and over	=	11.5%

Where a term Employee is hired for a period known to be longer than one year, she will have a choice of taking annual vacation with pay or receiving payment in lieu at the rate paid for relief and term. She will indicate in writing her choice when the offer of employment is given to her.

Paid annual vacation is credited to an Employee at the beginning of the calendar year.

Employees shall be paid their vacation pay on a bi-weekly basis.

An Employee who is paid her vacation in percentage in lieu of vacations is entitled to vacation time off without pay. Such time off must be taken in a block of days, up to three weeks, and will only be granted once a year by seniority, subject to operational requirements.

Length of Vacation (Employees hired after May 11, 2011)

a) A permanent full-time Employee shall receive annual vacation time and vacation pay as follows:

Up to 1 year of seniority	=	2 weeks vacation, at 4% of wages earned in the vacation accrual period
1 to 5 years seniority	=	3 weeks vacation, at 6% of wages earned in the vacation accrual period
5 to 10 years seniority	=	4 weeks vacation, at 8% of wages earned in the vacation accrual period
10 to 15 years seniority	=	5 weeks vacation, at 9.5% of

wages earned in the vacation
accrual period

16 years and over = 6 weeks vacation, at 11.5% of
wages earned in the vacation
accrual period

- b) An Employee who does not work for the full year shall have her vacation entitlement pro-rated to reflect the time actually worked and/or wages actually earned. Vacation which has been taken but not earned shall be deducted from regular pay.
- c) A permanent Part-time employee shall receive annual vacation with pay as above, on a pro-rata basis of her hours of work relative to the hours of work of a permanent full-time employee. A permanent part-time employee shall have a choice of taking annual vacation or receiving payment in lieu at the rate for relief and term employees. Permanent Part-time Employee who work additional relief hours shall be paid out at the applicable percentage for relief hours worked. Payment shall be made in January of the next calendar year.

A relief and term Employee shall receive vacation pay as follows:

Up to 1,911 hours	=	4%
1,911 to 9,555 hours	=	6%
9,555 to 19,110 hours	=	8%
19,110 to 28,665 hours	=	9.5%
28,665 hours or more	=	11.5%

Where a term Employee is hired for a period known to be longer than one year, she will have a choice of taking annual vacation with pay or receiving payment in lieu at the rate paid for relief and term. She will indicate in writing her choice when the offer of employment is given to her.

Paid annual vacation is credited to an Employee at the beginning of the calendar year.

Employees shall be paid their vacation pay on a bi-weekly basis.

An employee who is paid her vacation in percentage in lieu of vacations is entitled to vacation time off without pay. Such time off must be taken in a block of days, up to three weeks, and will only be granted once a year by seniority, subject to operational requirements.

19.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee's vacation period, she shall be allowed an additional vacation day with pay at a time designated by the Employee. Notwithstanding the above, the terms of Article 19.05 Vacation Carryover shall apply.

19.03 Unearned vacation entitlement - Repayment

Paid annual vacation is credited to an Employee at the beginning of the calendar year. An Employee who does not work for the full year shall have her vacation entitlement pro-rated to reflect the time actually worked and/or wages actually earned. Vacation, which has been taken but not earned, shall be deducted from regular pay.

The Employer will withhold from final salary owing any unearned vacation entitlement received, upon termination of employment.

If an Employee takes more vacation or any type of paid leave of absence than she has earned she will be expected to repay the outstanding amount or her pay will be docked accordingly.

19.04 Vacation Preference

A vacation sign up sheet will be posted yearly by: April 1st. Employees who have signed up by that date will be awarded their preferred vacation in order of seniority per the most recent seniority list. Employees who request vacation after that date will be awarded their preferred vacation on a first come, first serve basis.

Notwithstanding the above, the Employer reserves the right to deny a vacation choice based on the operational requirements. Vacation requests will not be granted in situations where overtime will result. Vacation requests will be considered for partial shifts of one half shift or more for up to one week's vacation per year.

Vacation requests for over the Christmas holiday period (December 1st through January 1st) must be made no later than November 1st.

Additionally, an Employee, who due to extenuating circumstances, needs to have their vacation choice confirmed outside this process may have their request approved with the mutual consent of the Union.

19.05 **Vacation Carry-Over**

An Employee may carry over one (1) week of vacation entitlement into a following year. The Employee must notify the Employer of her intention to carry over vacation by October 1st of any year.

19.06 **Illness during Vacation**

Where an Employee's scheduled vacation is interrupted due to a serious illness or injury, the period of such illness or injury shall be considered sick leave. There shall be no deduction from vacation credits upon presentation of a medical certificate attesting to the serious illness or injury.

If the Employee has unused sick leave, this leave shall be applied to her time off work for the serious illness or injury. The period of vacation so displaced shall be reinstated for use at a later date, and under the normal process for scheduling vacation.

Serious illness or injury shall be defined as the period of an illness or injury during which the Employee is under the continuing care of a medical practitioner and confined to the Employee's home or to a health care institution.

19.07 **Bereavement during vacation**

Where an Employee's scheduled vacation is interrupted due to bereavement, the Employee shall be entitled to bereavement leave in accordance with Article 21.02(a).

The portion of the Employee's vacation, which is deemed to be bereavement leave under this provision, will not be counted against the Employee's vacation credits.

ARTICLE 20 - SICK LEAVE

20.01 **Sick Leave Defined**

Sick leave is payable to an Employee who cannot attend for regularly scheduled hours of work on account of illness or injury.

20.02 **Amount of Sick Leave**

Full-time permanent and term Employees shall earn sick leave at the rate of ten (10) hours per month. Part-time permanent and term employees

shall be provided with four (4) paid sick leave shifts per year. Sick leave shall accumulate with service. The unused portion of sick leave shall accumulate from one year to the next.

Employees will, at their option, be entitled to fifty per cent (50%) of the cash value of each year's accumulated sick leave. Such entitlement shall be paid by the second pay period in January upon notification by the Employee by December 15 of that year. If this option is taken, the Employee shall have her banked sick leave credits reduced to the amount she had accumulated by December 31 of the previous year. Employees are not entitled to the cash value of accumulated sick leave credits upon termination of employment.

20.03 **Illness in the Family**

An Employee may use up to six (6) days of earned sick leave in one calendar year to provide care for a family member who is ill, whether or not the family member is living with them.

20.04 **Proof of Illness**

The Employer may require a medical certificate to substantiate any use of sick leave on account of the Employee's illness or injury which exceeds three (3) consecutive, regularly scheduled shifts.

An Employee may also be required to produce adequate medical documentation from a physician of the Employee's choice who saw the Employee during the period of illness when there is a concern about the high use of sick leave or the validity of the sick leave claim or there is a concern about their being able to perform the duties of their position due to illness or accident.

The Employer reserves the right to request medical certificates and additional medical information regarding an Employee's restrictions and prognosis for return to regular duties where appropriate.

The Employer will reimburse the Employee the cost of any medical certificate or medical documentation the Employer requires the Employee to obtain.

20.05 **Accumulation of Sick Leave Credits while on Leave**

An Employee on leave of any sort, including LTD, pregnancy and parental leave, exceeding thirty (30) days, shall not accumulate sick leave credits

during her absence. Upon her return to work, she shall be credited with the sick leave credits accumulated prior to her leave.

ARTICLE 21 - GENERAL LEAVE

21.01 General Leave of Absence Without pay

- a) Unless specified otherwise, a general leave of absence without pay shall be at the discretion of the Employer. If granted, an Employee on a general leave of absence without pay will not accumulate seniority but will retain her existing seniority.
- b) No rights under this Agreement, except the right to return to work upon such terms as the Employer grants at the time of the granting of the leave of absence, shall be available to the Employee during the term of the leave of absence.
- c) Requests for leave of absence without pay for up to twelve (12) months shall be made in writing to the Manager, with a minimum of one month's notice. Employees are encouraged to give as much notice as possible of their request in order to facilitate planning for staffing their position.
- d) Consideration will be given to length of service, reason for leave request and other extenuating circumstances, and the needs of the Employee and the organization.
- e) An Employee on leave of absence beyond thirty (30) days, shall not be entitled to benefits for the duration of the leave of absence unless the Employee assumes one hundred per cent (100%) of the cost and is subject to the approval of the Insurer.
- f) An Employee who decides not to return to work, shall give written notice to the organization at least six (6) weeks before the end of the leave period.
- g) Leave of absence will not be granted to Probationary Employees or those who are in the midst of the disciplinary process.

21.02 Bereavement Leave and Emergency Leave

a) Bereavement Leave

An Employee upon notifying the Employer shall be granted up to three (3) regularly scheduled consecutive work days' leave, without loss of pay or benefits, in the case of death or serious illness of a spouse, parent,

brother, sister, child, step child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, great grandparent, spouse's grandparent, former guardian, ward, fiancé, nephew, niece, aunt, uncle, step-parent or any other relative or close friend who has been residing in the same household, or any other relative for whom an Employee is required to administer bereavement responsibilities.

An Employee upon notifying the Employer is entitled to time off without pay in addition to the three (3) regularly scheduled consecutive work days' leave mentioned above at the discretion of the Employer.

Documentation attesting to the death or bereavement responsibilities may be required by the Employer to support any request for leave under this Article.

b) Emergency Leave

Except where paid leave is otherwise provided in this Agreement, emergency leave without pay for up to ten (10) shifts per calendar year, as permitted by the *Ontario Employment Standards Act (2000)*, Section 50, may be granted at the Employer's discretion for emergency or unexpected personal or family situations contemplated by the Act. Unpaid emergency leave is not provided in addition to paid sick or bereavement leave.

21.03 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an Employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount received.

Time spent by an Employee required to appear before any government body or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of her employment, shall be considered as time worked at the appropriate rate of pay.

21.04 Union Leave

A leave of absence for up to thirty (30) shifts total for the entire bargaining unit per calendar year shall be granted to the bargaining unit for the purposes of attending Union functions. No more than two (2) full-time or part-time Employees may be granted such a leave at the same time and

no one member shall be granted more than fifteen (15) shifts per year. Prior to monthly shift booking for the month in which the leave is requested, the Union shall notify the Manager in writing of the length of the leave, the name of the Employee affected and the duration of the leave.

The Employer shall maintain the Employee's regular salary and shall invoice the Union Local for the actual replacement cost incurred where applicable.

Notwithstanding Article 16.08, should an Employee who is off on business billable to the Union, have that business cancelled or end prematurely, the Union shall be invoiced for any additional cost the Employer incurs as a result of the cancellation. If Union related business billable to the Employer is cancelled by the Union, the Union will be billed for all costs the Employer incurs as a result of the cancellation.

ARTICLE 22 - PREGNANCY LEAVE

22.01 Pregnancy Leave

Pregnancy Leave will be granted in accordance with the provisions of the Employment Standards Act (Part XIV)-Leaves of Absence), except where amended in this provision.

The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service for the Volunteer Coordinator. There shall be no service requirements for eligibility for pregnancy leave for Support Workers.

Such leave may begin no earlier than 17 (seventeen) weeks before the expected birth date. Where the Employee is entitled to take parental leave, her pregnancy leave will end (seventeen) 17 weeks after the pregnancy leave began.

22.02 Leave for diseases and conditions harmful to pregnancy

- a) A pregnant Employee shall receive an immediate leave of absence in the event that a known or suspected case of German measles or any other disease or condition occurring in the workplace, which in the view of her medical practitioner would be harmful to her pregnancy. This leave shall continue until all danger from such disease or condition ceases to exist. It is understood that Employees will take all reasonable precautions to protect themselves from potentially dangerous communicable diseases.

- b) The Employer shall make every reasonable effort to accommodate a pregnant Employee who for health reasons of herself or that of her unborn child requires an accommodation at work during her pregnancy. A medical certificate duly signed by a licensed practitioner must substantiate a request for such an accommodation. The accommodation must not pose undue hardship to the Employer. This accommodation may include but is not limited to: alternate or amended duties, modified work schedule, providing necessary equipment.
- c) Where a certificate by a licensed medical practitioner is provided stating that a longer period of pregnancy leave is required for health reasons affecting pregnant Employee or her unborn child, the Employee may request an extension of her pregnancy leave up to a maximum of one (1) year. A request for such extended leave shall not be unreasonably withheld. Such extended pregnancy leave shall be without pay and continuation of benefits, unless the Employee makes arrangements in advance for the commencement of the leave to pay for benefits in accordance with Article 22.06.

22.03 Notice to begin leave

An Employee shall notify the Employer, in writing, at least 4 (four) weeks prior to the commencement of her pregnancy leave. This notice shall include a medical certificate from a legally qualified medical practitioner stating the expected date of birth.

22.04 Accumulation of Seniority and salary increases during leave

All leave granted under this pregnancy leave clause shall be counted for the calculation of:

- i) salary increases for up to an aggregate total of twelve (12) months
- ii) seniority accumulation for up to an aggregate total of twelve (12) months.

For the purposes of calculating seniority accumulation for an Employee, other than a permanent full-time, shall be on the basis of the total number of hours worked in the six (6) months prior to the beginning of the leave.

22.05 Return to work procedures

- a) When an Employee decides to return to work after her pregnancy leave, she shall provide the Employer, whenever possible, with at least four (4) weeks written notice.

- b) Subject to any changes to the Employee's status which would have occurred had she not been on pregnancy leave, the Employee shall be reinstated to her former position and at the same rate of pay. If the former position no longer exists, she shall exercise her rights under Article 15. It is understood that an Employee who has been absent from the work force on extended pregnancy leave may require retraining upon returning to work, and that the Employee shall co-operate in the retraining process.

22.06 Benefits

The Employer will continue to pay its share of the subsidized benefits in which the Employee is participating, including pension, for a period of up to seventeen (17) weeks while the Employee is on pregnancy leave provided that the Employee makes arrangements to continue paying her share of said benefits by means of post-dated cheques prior to commencement of the leave.

An Employee on extended pregnancy leave may opt for continuation of benefits provided she makes arrangements to pay both her share and the Employer's share of the benefit costs by means of post-dated cheques prior to the commencement of the leave.

If a cheque is returned for not sufficient funds (NSF), the Employee will be notified in writing, and will have two (2) weeks from the date of the notification to provide a certified cheque to replace the NSF cheque. The Employee will be required to provide certified cheques by the 15th of each month prior to the month for which benefits premiums are paid for the remainder of the leave. If the Employee fails to meet the deadline for payment then benefits will cease for the remainder of the leave. Any arrears will become immediately due and payable to the Employer on the first pay following return to work by way of payroll deduction.

22.07 Stillbirth, Miscarriage

A pregnant Employee who experiences a still birth or miscarriage during her pregnancy leave will end her pregnancy leave on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage. Such an Employee shall no longer be entitled to parental leave. She should notify the Employer at least two (2) weeks in advance of her expected return to work.

ARTICLE 23 - PARENTAL LEAVE

23.01 Definition

For the purpose of this Article, parent is a person who is either the biological mother or father of a child, or a person with whom a child is placed for adoption, or, 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.

23.02 Parental leave as a right

Parental leave will be granted in accordance with the *Employment Standards Act* (Part xiv) Leaves of Absence) except where amended in this provision.

The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.

Parental leave for a pregnant Employee shall begin immediately following the end of her pregnancy leave and shall continue for a total of thirty-five (35) weeks.

Parental leave for a male Employee or a female Employee who is not the birth mother of the child may begin at any time within fifty-two (52) weeks after the day the child came into the custody, care and control of the Employee. The total length of the parental leave in such circumstance is thirty-seven (37) weeks.

23.03 Notice to begin leave

An Employee who qualifies for parental leave, other than an adoptive parent, shall notify the Employer, in writing, at least four (4) weeks prior to the commencement of his/her parental leave. The notice shall state the expected date on which the child is to come under her/his care and control. An Employee who is an adoptive parent shall notify the Employer as far in advance as possible of having qualified to adopt a child. And shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the Employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

23.04 Illness of the child

Where a certificate from a medical practitioner is provided stating that a longer period of parental leave is required for health reasons affecting the child, the Employee may request an extension of his/her leave parental leave up to a maximum of one (1) year. An Employee who is an adoptive parent may extend the parental leave for such greater time as may be required by adoption agency concerned to a maximum total of twelve (12) months. Such extended leave shall be without pay or continuation of benefits unless the Employee makes arrangements in advance of the commencement of the leave in accordance with Article 23.06.

23.05 Accumulation of Seniority and salary increases during leave

All leave granted under this parental leave clause shall be counted for the calculation of:

- i) salary increases for up to an aggregate total of twelve (12) months
- ii) seniority accumulation for up to an aggregate total of twelve (12) months

For the purposes of calculating seniority accumulation for an Employee, other than a permanent full-time, shall be on the basis of the total number of hours worked in the six (6) months prior to the beginning of the leave.

23.06 Benefits

The Employer will continue to pay its share of the contributions to the subsidized Employee benefits in which the Employee is participating, including pension, for a period of up to thirty five (35) weeks if the Employee took pregnancy leave prior to taking parental leave or thirty seven (37) weeks where no pregnancy leave is involved provided that the Employee makes arrangements to continue paying her share of said benefits by means of post-dated cheques prior to the commencement of the leave.

An Employee on extended pregnancy leave may opt for continuation of benefits provided she/he makes arrangements to pay both her/his share and the Employer's share of said benefit by means of post-dated cheques prior to the commencement of the extended parental leave.

If a cheque is returned for not sufficient funds (NSF), the Employee will be notified in writing, and will have two (2) weeks from the date of the notification to provide a certified cheque to replace the NSF cheque. The Employee will be required to provide certified cheques by the 15th of each

month prior to the month for which benefits premiums are paid for the remainder of the leave. If the Employee fails to meet the deadline for payment, then benefits will cease for the remainder of the leave. Any arrears, will become immediately due and payable to the Employer on the first pay following return to work by way of payroll deduction.

23.07 Return to work procedures

When an Employee decides to return to work after his/her parental leave he/she shall provide the Employer with at least four (4) weeks written notice. Subject to any changes to the Employee's status which would have occurred had the Employee not been on parental leave, the Employee shall be reinstated to his/her former duties and at the same rate of pay. If the former position no longer exists, he/she shall be placed in an equivalent position in accordance with his/her seniority. It is understood that an Employee who has been absent from the work force on extended parental leave may require retraining and that the Employee shall cooperate in the retraining process.

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Day

The Employer shall pay wages or salary bi-weekly on every second Thursday in accordance with Schedule "B" attached hereto and forming part of this agreement. On each pay day, each Employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions.

Should an error of less than \$50.00 (net pay) occur on a pay attributable to the Employer, the Employer agrees to correct the error no later than the following pay day. Errors of over \$50.00 (net pay) will be corrected within three (3) working days of the employee notifying their manager.

24.02 Legal Fees

The Employer shall pay all legal and court costs, if any, for any action or other proceeding initiated against an Employee by a person other than the Employer for acts or omissions arising from the responsible discharge of official duties or the carrying out of an official order. Such assistance is conditional on the Employee's complete cooperation with the Employer, its insurer and agents.

24.03 Car Insurance

Where it is required in the Job Description to use a vehicle for the performance of her duties, the Employee shall be reimbursed the difference between the cost of the regular insurance coverage and the cost of insurance level required by the Employer.

24.04 Meals

Staff are permitted to eat during their shift in moderation and in respect of meals already prepared.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Description

The Employer is solely responsible for determining the content of each job description.

All current, revised and new job descriptions will be kept on file in Human Resources and will be made available to members of CUPE 5381 Unit "B" (Supportive Housing) upon request. In addition, all current, revised and new job descriptions will be placed on the Cornerstone shared drive internal computer system.

It is understood that an Employee does not have the right to enter into negotiations with the Employer with regards to the content of the job description. Any such discussion(s) will take place between the Union and the Employer in compliance with this Article.

25.02 New Jobs/Changes in Classification

The Employer shall prepare a new job description when a job is created, or, whenever the duties of a job have change substantially since the last review.

When the duties of any job are changed or increased substantially, and as a result, the Union feels a job is incorrectly classified, or, when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union.

If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the

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

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 The following applies to permanent full-time Employees and permanent part-time Employees scheduled twenty (20) hours or more per week only.

a) Subject to the conditions of the benefits plan, participation in the following benefits are voluntary if already covered by a Spouse's plan:

The Employer will pay sixty (60) per cent of the premiums of the Extended Health Care Plan.

The Employer will pay sixty (60) per cent of the Vision Care Plan.

The Employer will pay sixty (60) per cent of the Dental Plan.

b) Participation in the following is mandatory:

The Employer and the Employee will contribute five per cent (5%) gross pay to the Anglican Diocese of Canada Pension Plan as amended from time to time. Any Employee who works seven hundred (700) hours in each of the two (2) previous calendar years shall also join the Pension Plan and shall remain a member of the Plan for the duration of continuous employment.

The Employer will pay sixty (60) percent of the premiums of the twenty thousand dollar (\$20,000.00) Life Insurance Policy, the twenty thousand dollar (\$20,000.00) Accidental Death and Dismemberment Policy and the Dependent's Option, where elected.

All full-time and part-time permanent Employees working twenty (20) hours or more per week shall be enrolled in the Long Term Disability Plan. The Employees' regular pay will be deducted for one hundred per cent (100%) of the premium costs of this benefit.

26.02 Employees shall be required to pay their share of the cost of premiums in accordance with Article 26.01.

Implementation note: The insurance coverage for the above Employee benefit plan shall be as a minimum those identified in the insurance policies/plan provided to the Union and attached to the "Memorandum of Settlement".

In the unusual circumstance where the Employer may not be able to continue to provide any of the insurances mentioned above, the Employer shall immediately advise the Union in writing of the effective date of the termination of coverage. In this event, the amount of premiums paid for the premium costs associated with the insurance coverage shall be paid back on a monthly basis to the Employee, until such time as this Collective Agreement is renewed.

ARTICLE 27 - VARIA

27.01 Copies of Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this agreement and her rights and obligations under it. For this reason, on a cost-shared basis, the parties shall prepare sufficient copies of the agreement within sixty (60) days of signing, unless extended by mutual agreement.

27.02 Bulletin Boards

The Employer shall provide a Bulletin Board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

27.03 Employer Policies

The Employer shall provide the Union with a copy of any policy which affects the working conditions of bargaining unit members prior to its implementation. The Union will be provided with an opportunity to discuss such proposed policy at a labour management meeting prior to its implementation.

27.04 Acquired Rights

All superior rights and privileges enjoyed by an Employee or Employees prior to certification shall continue.

27.05

The Employer will supply and furnish a room for staff to have their breaks and meal periods.

ARTICLE 28 - TERM OF AGREEMENT

28.01 Duration

This agreement shall be regarded as expressing the full and complete understanding of the Employer and the Union on the subject matter of wages, hours and conditions of employment. This agreement shall be binding and remain in effect from January 1, 2016 to December 31, 2018 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to expiry.

Signed in Ottawa, on, this 27th day of June 2016.

For the Employer

J. J. McAllough
Susan Garry
J. Crockett

For the Union

A. Jordan
R. Beckett

SCHEDULE A – WAGE GRID Unit "B" (Supportive Housing)

Classification	January 1, 2016		January 1, 2017		January 1, 2018	
	Probationary Rate	Full Rate	Probationary Rate	Full Rate	Probationary Rate	Full Rate
Case Manager	20.92	23.09	21.23	23.44	21.55	23.79
Volunteer Coordinator	20.73	22.94	21.04	23.28	21.35	23.63
Food Services Coordinator	20.73	22.94	21.04	23.28	21.35	23.63
Support Worker	20.68	22.89	20.99	23.23	21.30	23.58
Cook - Relief	20.23	20.66	20.53	20.97	20.84	21.28

LETTER OF UNDERSTANDING

between

Incorporated Synod of the Diocese of Ottawa

and

**Canadian Union of Public Employees and its Local 5381 Unit "B"
(Supportive Housing)**

Re: Call-ins

In recognition of the current practice, the parties to continue the following procedures for call-ins for the life of this Collective Agreement.

Call-in Procedure:

1. The Employer will call all part-time and relief staff who have indicated availability for the shift to be filled, and who would not be placed in an overtime position if they were to accept the shift, to advise of an available shift at the non-overtime rate of pay.
2. The Employer will give each Employee on the list the same deadline in which to respond.
3. Of the Employees who respond within the deadlines, the most senior Employee will be given the shift.
4. If no part-time or relief Employee who has indicated availability for the shift to be filled responds within the deadline, then the shift will be offered and filled in accordance with Article 17.03 of the Collective Agreement.

LETTER OF UNDERSTANDING

between

Incorporated Synod of the Diocese of Ottawa

and

**Canadian Union of Public Employees and its Local 5381 Unit "B"
(Supportive Housing)**

Re: Offer of Regular Shift to Part-time and Relief Staff

The parties agree that notwithstanding the hours of work provision (Article 16.01) of the Collective Agreement that regular "open shifts" will be offered to Part-time and Relief staff per the following procedure:

1. Prior to March 8th, by seniority Relief staff will be offered one (1) consistently open shift per pay period for a duration of the six (6) month period beginning with the April scheduling month. The remaining consistently open shifts will be offered to Part-time staff on the basis of one (1) consistently open shift per pay period.
2. Prior to September 8th, by seniority Relief staff will be offered one (1) consistently open shift per pay period for a duration of the six (6) month period beginning with the October scheduling month. The remaining consistently open shifts will be offered to Part-time staff on the basis of one (1) consistently open shift per pay period.
3. Part-time and Relief staff who have elected to work a consistent shift each pay period shall continue to be included in the regular initial shift booking process and be booked for an additional shift per week as per their stated availability.
4. Part-time and Relief staff who have elected to work a consistent shift each pay period shall continue to be included in the regular call-in and overtime shift booking processes. This shift does not count toward the minimum one (1) shift per month in paragraph 2 of Article 16.03 deemed to have resigned.
5. Part-time and Relief staff will work their elected shift each pay period irrespective of whether that shift falls on a paid holiday as defined in Article 18.01 – Paid Holidays and will be compensated for such as defined in Article 18.05(a) – Paid Holiday Pay for Relief Workers and 18.04 – Paid Holiday Falling on a non-Working Day.

6. Part-time and Relief staff may on occasion trade their chosen shift per the terms of Article 16.11 – Exchange of Shifts.
7. Should a Part-time or Relief staff who has selected a consistent shift, not be able to continue working this shift, she will notify the Employer of this in writing by the 1st of the calendar month prior to the scheduling month in which she will cease filling the shift. She will not be eligible to accept further offers of a consistent shift under this Agreement for a period of six (6) months. The abandoned shift will be offered to those who do not currently have a consistent shift for the remaining balance of the six (6) month period.
8. An employee's status as part-time or relief will not be altered as a consequence of assignment of open shifts pursuant to this letter of understanding. Part-time and relief staff will not be entitled to overtime pay for working scheduled open shifts.
9. This Agreement may be cancelled by either party with three (3) months' notice prior to the designated selection dates in Sections 1 and 2. Under such circumstances all shifts previously selected by Relief staff will continue to the end of the six (6) month period for which they were selected.

Signed in Ottawa on this 27th day of June 2016.

For the Employer

S. J. McAlloughr.
Ann Garry
Frackatt

For the Union

[Signature]
Jordan
Beath

LETTER OF UNDERSTANDING

between

Incorporated Synod of the Diocese of Ottawa

and

Canadian Union of Public Employees and its Local 5381 Unit "B"
(Supportive Housing)

Re: Weekday Part-time Scheduled Evening Shifts

The parties agree that during the life of this agreement, the Employer will not eliminate the currently scheduled part-time support worker positions for evening shifts at MacLaren and Booth Street Locations.

Signed in Ottawa on this 27th day of June 2016.

For the Employer

J. J. McAllough
Jim Sawy
Flack Kutt

For the Union

[Signature]
[Signature]
[Signature]
[Signature]
