

COLLECTIVE AGREEMENT

between

**INCORPORATED SYNOD OF THE
DIOCESE OF OTTAWA**

and



**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 5381 Unit "A" (Shelter)**

January 1, 2016 to December 31, 2018

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ARTICLE 1 - PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to maintain harmonious relations between the Employer and the Union; to promote morale 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.

1.02 Definitions

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

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.

Union

Canadian Union of Public Employees and its Local 5381 Unit "A" (Shelter).

Employee Status

An employee's status is defined as Full-Time, Part-Time, Term, Contract or Relief.

a) Full-time Employee

A Full-time Employee is one who is regularly scheduled to work the normal full-time hours of work as defined in Article 16 – Hours of Work on a permanent basis.

b) Part-time Employee

A Part-time Employee is one who is regularly scheduled to work the normal part-time hours of work as defined in Article 16 – Hours of Work on a permanent basis.

c) Relief Employee

A Relief Employee is an employee who declares her availability to replace employees who are absent from all or part of their regular shift and to work vacant shifts that have not been assigned on a permanent basis.

A Relief employee meets all the following conditions:

- i) Is available "on call" to fill full or partial shifts of any length as needed, and
- ii) Has satisfactorily completed an orientation period of no less than 24 hours within the first month of employment.

d) Term Employee

A Term Employee is a non Full-time employee hired to fill a temporary position as defined below.

A Term Employee meets all the following criteria:

- i) Is scheduled to work the hours of the permanent Full-time or Part-time Employee who normally occupies the position, and
- ii) Fills a position which has a date of termination, usually determined by the return of the Full-time or Part-time Permanent Employee who normally occupies the position, and
- iii) Has agreed to remain in the position for the full duration of the term unless she chooses to return to her original position, in which case she shall provide four (4) weeks' notice in writing to the Employer prior to returning to her original position, and
- iv) Is, with the exception of Statutory Holidays, entitled to benefits according to her normal employment status.

e) Temporary Positions

A temporary position is a position that is available for a specific term, not to exceed twenty-four (24) months, to replace a permanent employee who will be on approved leave of absence: absence such as WSIB disability, sick leave, maternity leave, parental leave. The temporary position will be for the period of the leave only, but may be extended should the period of

the leave be extended. Extensions beyond twenty-four (24) months may be mutually agreed to by the parties.

f) Contract Employee

A Contract Employee is one who is hired for the duration of a project or specially funded position, to provide a service to the Employer not normally performed by the members of the bargaining unit.

A Contract Employee meets the following criteria:

- i) Works hours as determined at the beginning of the contract, and
- ii) Occupies a position which has a fixed date of termination, usually established by the funding for the position. In the event that further funding becomes available for the position, the incumbent may be extended for the duration of the funding, and
- iii) Receives benefits for the position as determined by the funding available for the position.

Family Relationships

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.

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.

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.

Employee Classifications

Current classifications are:

- Front Office Worker
- Support Worker – Full-Time* and Part-Time

- *The Support Worker – Full-Time classification is subdivided into the following portfolios: Intake and Assessment, and General Support Worker.
- Case Manager – Mental Health
- Support Worker – Relief
- Case Manager - Addictions
- Cook – Full-Time
- Cook – Relief
- Case Manager – Diversion and Housing

Other new classifications may be introduced from time to time through the Job Evaluation Plan under the terms of Article 3 – Recognition.

ARTICLE 2 - EMPLOYER RIGHTS

2.01 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 The Incorporated Synod of the Diocese of Ottawa recognizes the Canadian Union of Public Employees, Local 5381 Unit "A" (Shelter), as the bargaining agent of all of its Women's Shelter Employees in the City of Ottawa save and except confidential administrative staff, Coordinators and those above the rank of Coordinator.

3.02 Work of the Bargaining Unit

Persons not in the bargaining unit shall not normally do the work which is done by the workers 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 the 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 such access to the Employer's premises as is necessary for the administration of this Agreement, upon arranging for the same in advance with the Employer.

3.05 Mandatory Union Membership

As a condition of employment, subsequent to hiring, all Employees shall become and remain members in good standing of the Union. It is understood that the Employer shall not be required to discharge or otherwise adversely affect the employment rights or status of an Employee because she has been expelled or suspended.

3.06 Volunteers and Volunteer Recruitment

- a) 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 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. 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 or to replace staff whose positions have been eliminated through layoff.

- b) It is understood that the volunteer needs and opportunities at The Women's Shelter 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 (as may be amended from time to time).

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The Employer agrees that there will be no discrimination or harassment within the meaning of the Ontario Human Rights Code against any employee by reason of race, creed, colour, age, sex, marital status, citizenship, ancestry or place of origin, family status, disability, sexual orientation, same sex partnership, ethnic origin or record of offences, gender identity, gender expression, or religious affiliation.

The parties agree to abide by the provisions of the Ontario Human Rights Code as amended from time to time.

The parties are committed to a harassment free work environment. Harassment of any employee by the Employer or her/his agent is recognized as a form of discrimination and may be the subject of a grievance using the procedures set out in Article 10.

The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any Employee because of her membership in the Union, her activities on behalf of 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 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.

The Employer will provide the President of the Local Union a list of home telephone numbers of bargaining unit employees as they are updated.

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 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

6.01 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.

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. This meeting may be held for up to thirty (30) minutes during the orientation period carried out by the Shelter Manager. The Shelter Manager will inform the union in advance about the time set aside for this meeting. The new employee will be paid for the time spent in this meeting as part of her paid orientation. The union representative shall not lose any pay for time spent in this meeting during her hours of work.

6.02 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" or "Contract" employee
- probationary period date end and start
- job description
- Employer policies and procedures
- hiring is conditional upon confirmation of criminal reference check for the vulnerable sector

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.

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 of the Shelter, Human Resources Manager and the President of Local 5381.

ARTICLE 8 - JOINT COMMITTEES

8.01 Composition of the Committees and 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 both 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 the straight time hourly wage.

8.02 Labour /Management Committee

The Labour Management Committee may discuss matters relating to the workplace which affect the Employer, the Union, or any employee. Such matters may not necessarily be covered specifically by the terms of the collective agreement. The Committee may also exchange views on matters which help to promote improvement in the functions of the Shelter and the welfare of its Employees and the clientele.

This Committee shall only have the power to add, amend, delete or change any part of the collective agreement with the agreement and ratification of the members of the bargaining unit, the Employer and the National Union. Any such additions, amendments, deletions or changes shall be in writing and signed by the parties and be deemed to form part of the Collective Agreement.

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 conditions related to safety and health.

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.

The Employer will pay up to a maximum of fifty dollars (\$50) to each employee once every five (5) years, towards the cost of Hepatitis A and/or

B vaccinations or any other vaccinations that are recommended for shelter workers by the Centretown Community Health Center and 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 - BARGAINING RELATIONS

9.01 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 shift within the same twenty-four (24) hour period.

If a relief or part-time 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 relief or part-time 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.

Should negotiations for which an employee is booked off be cancelled or if it ends 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 any additional costs incurred by the Employer. If cancelled by the Employer or by mutual consent, the Employer will pay. 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 satisfactory resolved as quickly as possible. It is understood that any Employee may present an oral complaint at any time to the Shelter Manager 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 Shelter Manager.

Step 1

If, upon the completion of said discussion, the difference is not resolved, a grievance may be submitted in writing to the Shelter Manager or designate within fifteen (15) days after the matter was last discussed with the Shelter Manager. A meeting will be held with the Employee, the steward of the Union, the Shelter Manager, and the Manager of Human Resources within fifteen (15) days after the written grievance was submitted. The Shelter 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 Shelter Manager or the Manager of Human Resources or her 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 Shelter 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. A grievance arising from a suspension or discharge may be filed at Step 2 of the grievance procedure. 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.

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 or her designate within ten (10) days after the circumstances giving rise to the grievance or difference have occurred. 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 summoned by a subpoena 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. She shall return to work following the completion of her attendance at the hearing. Where the employee was compelled to attend by the Union, the Employer shall invoice the local Union for the actual cost of replacing the Employee.
 - ii) 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 overnight 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 overnight shift.
 - 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 by registered mail addressed to the other party of the Agreement indicating the name of its proposed arbitrator. Within five (5) days thereafter, the other party shall answer by registered mail 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 (½) of the fees and expenses of the Arbitrator.

(b) Expenses of the Mediator

Each party shall pay: one-half (½) 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.

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, SUSPENSION AND DISCIPLINE

12.01 Discharge and Discipline Procedure

Subject to Article 2.01, 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 Notification of Censure

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 Discipline – Details

- a) An Employee who is asked to meet with the Employer for a perceived problem which could subsequently lead to discipline shall receive notification in writing of the scheduled meeting 3 days prior to said meeting.
- b) In the written notification the Employer will:
- Inform the Employee of her right to have a representative of the Union present at all meetings.
 - Include the particulars in writing regarding the specifics of the complaint.
 - State the date and time, or offer a choice of dates, if feasible, for the intended meeting.

The outcome of the meeting, including the form of discipline, if any, will be confirmed in writing by the Employer within seven (7) calendar days excluding statutory holidays. The disciplinary letter will be provided to both the Employee and the Union Steward by electronic mail at their Cornerstone email addresses.

- c) An Employee shall be accompanied by a steward or a Union representative at any interview with the Employer involving 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. All time spent at such a meeting shall be considered time worked.

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. Such meeting must be convened within ten (10) days of the suspension.

- d) Any meeting with an Employee regarding discharge, suspension or discipline shall be held in a location that provides for privacy.
- e) If one of the conditions as 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.

- f) Nothing in the foregoing precludes the employee or the union from meeting informally with the Employer prior to the disciplinary meeting for the purpose of clarification of the complaint only.

12.04

- a) 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 permanent 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.

- b) Contents

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

- c) 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.

Where an employee desires information in her personnel record to be disclosed to a third party, the employee will sign a release authorising the Employer to do so.

- d) Copies of Documents

An Employee shall receive a copy of any document which is a part of their personnel file. Personnel file documents of which the Employee was not aware 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 that gave rise to the discipline.

In the case of inappropriate behaviour, the letter or censure shall be removed from the Employee's file 2 years after the most recent related behaviour that 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 Shelter Manager. Written or personal notification must be given to the Employee within a reasonable time of the concern coming to the attention of the Shelter Manager. Such notices will be signed and dated by the Shelter 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 his 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 has the right to indicate her disagreement with her performance appraisal, which shall be attached to the performance appraisal.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

- a) Full-time Permanent Employees will accumulate seniority on the basis of their continuous service in the bargaining unit except as otherwise provided herein.
- b) Part-time, Relief, Contract and Term Employees will accumulate seniority on the basis of one (1) year(s) seniority for each 1875 hours worked in the bargaining unit to a maximum of 1875 in a calendar year, except as otherwise provided herein.
- c) An Employee whose status is changed from Permanent Full-time to part-time or relief shall receive full credit for their seniority and service.
- d) An Employee whose status is changed from part-time or relief to permanent full-time shall receive credit for seniority and service on the basis of one (1) year for each 1875 hours worked.

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 all bulletin boards on a quarterly basis in January, April, July and October 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 / Trial Period

- a) A newly hired Full-time or Part-time Employee shall be on probation for a period of six months. A newly hired Relief staff shall be on probation for the first five hundred (500) hours worked. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement according to the worker status (i.e. full-time, part-time, permanent or relief). 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. A probationary Employee shall be assessed by the Manager or designate in consultation with her co-workers.

Extensive basic training specific to the job will be given to a new incumbent in a position during the probationary period. The parties may agree to an extension of the probationary period.

b) Regarding the discharge of probationary employees, this is deemed to be a lesser standard than would be applied by a Board of Arbitration to non-probationary Employees.

c) Trial Period

An employee who is transferred to a new classification or portfolio shall be on trial for a period up to three hundred (300) hours actually worked. Such employee, shall have the right to return to her previous position and the Employer shall have the right to return the employee to her previous position, during her trial period. It is understood that the subsequent positions filled as a result of this employee's transfer will also be reversed. Such reversals shall not be considered a lay-off.

13.04 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.

13.05 Transfers 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 60 days. If an employee returns to the bargaining unit after the trial period is completed, she shall be placed in a job consistent with her qualifications and seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

13.06 Long-Term Disability

An employee who is away from work on a Leave of Absence or Long-Term Disability leave shall not accumulate seniority during the leave.

13.07 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 relief work
- iii) promotion and transfer
- iv) lay-off and recall
- v) selection of shifts.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

Except where otherwise provided, if a new position within the bargaining unit is created or when a vacancy 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) days.

Subsequent vacancies which may arise from the filling of the posted position and temporary positions of greater than four (4) full pay periods in duration shall be posted for a period of three (3) days.

Case Manager vacancies of greater than one (1) week but less than four (4) full pay periods shall be offered as a block to qualified Relief staff by seniority.

Positions shall be advertised within two (2) weeks of vacancy. The successful applicant will receive a confirmation letter outlining the specifics relating to the new position including but not limited to the approximate start date, benefits, and approximate end date in the case of term or contract employment. In order to expedite the job posting process, the parties agree that employees can apply for job postings via e-mail, regular mail or through written communication delivered directly to the Shelter Manager or her designate.

Employees on leave of absence of any kind will be e-mailed job postings and employees are expected to provide an up-to-date e-mail address to the Shelter Manager. The posting shall also be sent to active employees via their Cornerstone email addresses.

14.02 Information in Postings

Such notice shall contain the following information: classification, status, rate of pay, hours of work and shift schedule, job description, qualifications and skills as specified in the Job Description as may be amended from time to time.

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.

Request for Transfer File

An internal "Request for Transfer" file will be kept by the Employer. Staff wishing to bid for a given position (whether posted or not) shall complete and submit a "Request for Transfer" form to the H.R. Manager at any time prior to or during the posting period. Should the employee's bid not be successful, it will be kept in the file for the earlier of twelve (12) months or such date as the employee revokes the request in writing. An employee

having such a request for transfer on file who had previously booked time off during the posting or interview period will be offered an interview, subject to Article 14.04 as soon as it can be arranged upon their return.

14.04 Role of Seniority in Promotions, Transfers and Staff Changes

In making staff changes through:

- i) a promotion
- ii) the filling of a newly created position
- iii) the filling of a vacancy in a different classification

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 found in the job descriptions.

For clarity, it is understood that employees working in Support Worker Job Classification, including Relief Workers, are deemed relatively equal to perform any portfolio within the Support Worker Job Classification.

14.05 Employees Deemed Qualified

All current employees, other than those who are probationary, are deemed qualified in their current job classifications as per the Job Description in effect on the date of ratification, or as amended thereafter, given that they continue to pursue all ongoing education and training as required and provided by the Employer from time to time for the effective performance of their duties.

Filling a temporary vacancy in accordance with Article 14.04 for any classification other than Support Worker does not deem the employee filling the vacancy qualified to fill that position on a long-term or permanent basis unless that employee can demonstrate she meets all skills and qualifications as set out in the job description for the position.

Nothing in the foregoing Article 14.05 shall prevent the Employer from counselling or disciplining an employee for non-performance of her duties subject to Article 12.01 (Discharge, Suspension and Discipline) of this agreement.

14.06 Cook – temporary or relief shifts

A relief cook will have priority status for all temporary or relief cook assignments. In the event no relief cook is available, the following will apply:

- i) When the regular Cook needs to be replaced for a temporary absence of less than three (3) shifts, each shift will be separately offered to Relief staff by seniority from a designated list of staff who are capable of filling in as Cook in the short term.
- ii) When the regular Cook needs to be replaced for a temporary absence of three (3) shifts or more, the shifts will be offered as a group to Relief staff by seniority from a designated list of staff who are capable of filling in as Cook in the short term.
- iii) For absences expected to be greater than two monthly schedules, the position will be offered as a term and posted. The successful candidate will be chosen from all staff who meet the stated qualifications and skills of the job. The payment will be at the regular rate of pay of the Cook position for hours scheduled to work as Cook.
- iv) In the event that the Employer is unable to fill the position under Section "1", "2", or "3" above, the Employer may hire a Cook externally. This person will receive the wage rate of a Cook for all hours worked and may stay on the payroll for call-in under the terms of this clause.

14.07 Special Project Assignment

It is acknowledged that the responsibilities of Support Worker take precedence over any special project assignment.

- a) In the event that the Employer identifies a special project or assignment to which a member of the bargaining unit may be assigned, the following will be the process followed:
 - i) A description of the project or assignment will be brought to the staff meeting and/or posted in the staff lounge as far in advance as possible. In the event that the notice is less than seven (7) days, Support Workers will telephone all staff to inform them of the project.

- ii) Interested Employees would be asked to respond in writing, along with an explanation as to their suitability for the task.
 - iii) The most suitable candidate will be chosen, with recognition of the principle of seniority among candidates of similar suitability.
 - iv) It will be agreed that staff members who are involved in special project assignments of up to three hours outside the shelter could be covered by either the Shelter Manager or the Director if either of these is in the building.
 - v) Employees would be paid their regular hourly rate of pay for Special Project Assignments.
 - vi) The Employee will be required to report at the next staff meeting.
- b) In the event that a member of the bargaining unit identifies a Special Project Assignment 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 to the Shelter Manager and the Director. The time spent preparing the proposal shall be personal time.
 - ii) The Shelter Manager and the Director will determine the feasibility and potential benefit of the project for the organization. If appropriate, they will forward the project description to the Cornerstone Programme Committee for discussion, conditional upon available resources, feasibility and final Community Ministries Board approval, if applicable.
 - iii) If funding becomes available for the project, the Employee who has initiated the project will be assigned the work related to the task, given she meets the required qualifications.

The conditions of all Special Project Assignments will be supplied in writing to the Union.

ARTICLE 15 - LAY-OFFS AND RECALLS

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 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, providing the Employee exercising the right meets the required qualifications and skills to perform the work of the Employee with less seniority. The right to bump shall include the right to bump up.

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 lay-off.

15.04 No New Employees

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

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

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

An employee who has been continuously employed with the Employer for five (5) years or more who terminates her employment further to receipt of notice of lay-off will receive one (1) week of severance pay for each year

of employment and prorated for any partial year in addition to her entitlement to notice of lay-off or pay in lieu thereof. Severance pay shall be calculated in accordance with the Employment Standards Act 2000, as amended from time to time for Employees who do not work a regular schedule each week. Employment and seniority shall cease upon payment of severance pay.

ARTICLE 16 - HOURS OF WORK

16.01 The facility operates twenty-four (24) hours per day, every day of the year.

16.02 Hours of Work

There shall be Day, Evening and Night shifts.

The Day Shift shall be a shift where the majority of hours fall between 7am and 5pm.

The Evening Shift shall be where the majority of hours fall between 2pm and 12 midnight.

The Night Shift shall be where the majority of hours fall between 7pm and 7am.

Trading of individual shifts with another employee must be documented according to the Employer procedure.

a) Full-Time

A Full-time Permanent or Term Employee in any classification, other than an shall be regularly scheduled and work a minimum of thirty-five (35) to a maximum of forty (40) hours in a one (1) week period ending on a Saturday.

b) Part-Time

A Part-time Permanent or Part-time Term Employee in any classification shall be regularly scheduled and work between twenty (20) and twenty-four (24.0) hours in a one (1) week period ending on a Saturday. Part-time staff may work extra shifts to a maximum of forty-four (44) hours total in the one (1) week period per the Employer's shift booking procedures.

c) COOK

The normal weekly and daily hours of work of the Cook shall be Monday to Friday, eight (8) hours per day including rest periods.

d) RELIEF

- i) Relief staff may be scheduled on a casual basis to fill open shifts and to replace Full-Time and Part-Time staff when they are not available to work on a non-overtime basis and at any time coverage is needed. This may include but is not limited to holidays, vacation and sick leave.

Relief staff may work a maximum of forty-four (44) hours in a one (1) week period ending on a Saturday. Hours in addition to these may be offered to Relief employees per the terms of Article 17 – Overtime.

ii) Minimum Work Requirements for Relief Staff

Relief employees must work at least five (5) shifts when offered in each bi-monthly booking period. An offer shall include any available shift offered to the employee, which by working the employee would not contravene the *Employment Standards Act* and which was not accepted by a more senior employee. Relief employees who begin their employment after the calculation period commences shall have the requirement pro-rated.

No relief staff shall be required to work more than these hours. It is understood that shifts of any length count as a shift toward meeting the requirements.

iii) Christmas Relief

All Relief workers must work if offered at least one (1) shift (minimum 8 hours) on either December 24th or December 25th or December 31st or January 1st in the same holiday period.

Relief employees interested in filling one or more entire weekly blocks of vacation and holiday shifts during the Christmas holiday period shall indicate their interest per the Employer procedure before October 1st.

iv) Summer Vacation Relief

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

v) Deemed to Have Resigned

Relief staff who do not meet the terms of Article 16.02 shall be deemed to have resigned. The Employer will consider whether there has been any circumstances outside of the employee's control that have contributed to them not meeting these requirements and the Employer may waive the deemed resignation if reasonable grounds have been provided.

Notwithstanding the above, relief staff who are unable to meet these requirements due to approved vacation, illness, bereavement or other approved leave shall not be deemed resigned. Relief staff must notify the Employer as soon as possible when they are unable to meet the requirements. The Employer may require written documentation including, but not limited to a doctor's note or death notice to support such absences.

e) INITIAL SHIFT BOOKING

At the beginning of the shift booking period, part-time staff will be offered two (2) open and available shifts per week. Relief employees shall be allowed to choose, in order of seniority, up to two (2) available shifts per week provided that the overtime provisions of the arrangement are not triggered.

If after this, open and available shifts remain, the Relief, and Part-time Employees shall, in order of seniority, be offered the additional shift or shifts – provided that the overtime provisions of the collective agreement are not triggered – until all of the available shifts have been filled.

Part-time employees are under no obligation to accept additional shifts. Part-time employees who wish to accept additional shifts must notify the Employer.

Pay shall be at regular rates in accordance with Schedule A. Should the Part-time staff be sick on an additional relief shift, she will not be paid leave for that shift.

During Christmas and summer vacation periods Relief who have indicated interest per sections E c) or E d) above may, by seniority choose week-long blocks as offered by the manager. These available blocks may be offered prior to offering individual open shifts.

f) CALL-IN SHIFTS

Employees willing to work call-in shifts must submit their availability in advance of the bi-monthly booking period by submitting their general availability for Days, Evenings, Nights or Weekends. Employees may submit availability for more than one "block" of shifts. Relief Employees must work at least five (5) shifts in every bi-monthly booking period.

Call-in shifts shall be offered first to those Relief staff having less than twenty-four (24) hours scheduled in that week beginning on a Sunday and ending on a Saturday, in order of seniority in accordance with the Employee's stated availability for the bi-monthly period. Relief employees who have been offered less than twelve (12) shifts in the bi-monthly period must accept at least two-thirds (66.67%) of the shifts offered, rounded up to the nearest full shift.

If no relief staff having less than twenty-four (24) hours scheduled in that week is available to take the shift, then the shift will be filled by seniority to those Bargaining Unit members who would not be entitled to overtime, if assigned the shift.

Definition of shift "blocks"

- Days:** Shifts from Monday to Friday where the majority of hours fall between 7am and 5pm.
- Evenings:** Shifts where the majority of hours fall between 3pm and 12 Midnight.
- Nights:** Shifts where the majority of hours fall between 9pm and 6am.
- Weekends:** Shifts that start on or after 7pm on Friday and end before 8pm on Sunday.

16.03 No member of the bargaining unit shall be the sole staff person on the premises of the facility. Normal staffing levels shall be such that there are three (3) bargaining unit staff scheduled on the day shift. The day shift is defined as a shift from Monday to Friday on which the majority of hours fall between 7a.m and 5 p.m. Notwithstanding the foregoing, the current practice of scheduling two (2) front line positions between 7:00 and 7:45 am shall continue.

For scheduling purposes, normal staffing levels for paid holiday shifts shall be the same as weekend shifts.

16.04 Staff Meetings

Staff meetings may be scheduled from time to time for up to three (3) hours. An employee shall be guaranteed a minimum of three (3) hours regular pay if she attends the entire staff meeting. The date of the meeting shall be posted a minimum of one (1) month in advance. Employees will be required to present a valid reason for non-attendance at mandatory staff meetings.

16.05 Reporting Pay

Employees who report for any scheduled shift which is cancelled will be guaranteed the lesser of five (5) hours of work or the length of the scheduled shift, or if no work is available, will be paid for the lesser of the above at a regular rate of pay. This provision does not apply if the Employee is given a minimum of twelve (12) hours' notice of shift cancellation.

Where a scheduled shift is cancelled for reasons beyond the Employer's control, the Employee shall be paid for three (3) hours of work or the length of the original scheduled shift or, if no work is available will be paid the lesser of the above. This provision does not apply if an Employee is given a minimum of three (3) hours notice of shift cancellation.

16.06 Rest Period

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

- Shift of four (4) hours up to five (5) hours – fifteen (15) minutes

- Shift of five (5) hours up to twelve (12) hours – prorated to the twelve (12) hour entitlement.
- Shift of twelve (12) hours or more – one and one-half (1.5) hours
- Shift of twelve (12) hours or more overnight – two (2) hours

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 timing of rest periods is to be negotiated between the staff working the shift.

A staff room shall be made available for Employees to have their breaks.

16.07 Staff Development/Training

- a) As early as possible each year, the amount of money allocated for individual and group staff development will be announced.
- b) Staff Development/Training may be scheduled from time to time for up to eight (8) hours in a day. Such hours shall be compensated at straight time unless an Employee's attendance will cause her to work in excess of forty-four (44) hours in the week. When necessary, these sessions will be scheduled twice so that all employees have at least one (1) opportunity to attend. When sessions are mandatory, Employees will be required to present a valid reason for non-attendance.

c) Staff Development

The Employer will receive and consider requests from Employees to attend or participate in staff development. The Employer, in its discretion, may approve any such request and grant one (1) or more of the following:

- i) full or partial funding for any costs associated with the staff development proposal;
- ii) time off from work to attend or participate in staff development.
- iii) time off from work with pay to attend or participate in staff development.

Although the Employer may approve or deny requests in its discretion, preference will be given to less costly proposals. This provision in no way limits the Employer's entitlement to conduct and schedule staff development at the workplace.

- d) It is understood that monies for training and staff development shall be provided for in the following order of priority:
- i) Training mandated by applicable legislation
 - ii) Training mandated by funding contracts
 - iii) If monies remain after these expenses, Group training and staff development
 - iv) If monies remain after these expenses, All other requests for individual training/ staff development

Mandatory training must be renewed as required. Employees who fail to attend a re-certification course within the prescribed time will be reimbursed for the amount of the re-certification only.

At least two (2) months prior to the expiry date of an employee's certified training, the Employer will notify the Employee of the expiry date, the specific course and level required and the Employer's preferred provider.

The Employer shall reimburse Employees for the cost of the approved certifications at the maximum of the amount actually paid or the rate normally charged by the Employer's recommended provider whichever is lower.

- e) When the training is mandatory, the Employer will replace the employees who are scheduled to work on the training day. The Employer will also replace the two employees who are scheduled to work on the night shift preceding the training day, in those situations where training will not be provided at another time. In all mandatory training situations, employees will be paid for time spent in training.
- f) All staff are expected to attend mandatory training.

ARTICLE 17 - OVERTIME

17.01 Except as otherwise stated in this Collective Agreement, all time worked by Full-time Permanent Employees in excess of their regular hours in a week and a monthly staff meeting shall be considered overtime.

The work week is defined as beginning on Sunday at 7.30 a.m. and ending the following Sunday at 7:30 a.m.

Relief Workers and Part-time Workers will be paid overtime after forty-four (44) hours of work per pay period.

17.02 Overtime work shall be paid for at the rate of time and one-half (1 1/2) 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 All overtime shall be on a voluntary basis.

17.04

a) 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 (1 1/2) hour's pay = one and one-half (1 1/2) 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.

b) An employee who has no sick leave credits remaining, may use her accumulated 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.

17.05 When shifts must be offered at overtime rates, they shall first be offered to full-time permanent employees, next to part-time permanent employees, then to term employees on a rotational basis subject to the following provision:

If the employee who should otherwise be offered the overtime shift is already scheduled to work that shift, or is scheduled for the shift before or after the overtime shift, such employee shall be bypassed but shall retain her position on the rotation. The employee who accepts the overtime shift shall be the employee moved to the bottom of the overtime list.

The overtime shift will be offered last to relief employees by seniority.

When it is not possible to fill an overtime shift with a member of the bargaining unit, it is understood that one of the employees already on site will be required to remain until the replacement person arrives on site. An employee required to work overtime under this circumstance shall be entitled to additional paid rest periods as follows: one-half (½) hour for every three (3) hours of work.

- 17.06** 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 - PAID HOLIDAYS

18.01 Paid Holidays

- a) The Employer recognizes the following as paid holidays for Full-time and Part-time Permanent Employees:

New Year's Day	Civic Holiday
Family Day	Labour Day
Int'l Women's Day (Mar. 8)	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

and any other day declared or proclaimed as a holiday by the Federal, Provincial or Municipal Government.

Vacation days cannot be substituted for statutory holidays.

- b) The paid holiday is defined as beginning at 12:00 a.m. 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 a Statutory Holiday - Eligibility

An employee shall not be paid for a holiday in article 18.01 if:

- She fails to work without reasonable cause her scheduled regular day of work preceding or her scheduled regular day of work following a public holiday;
- She has agreed to work on a public 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.

i) Holiday falling on a day of work

When a public holiday falls on the normally scheduled day of the Full-time/ Part-time Permanent Employee or Full-time /Part-time Term Employee, in addition to her regular pay for working her shift, she will either be paid time at one and one half the regular rate for those hours worked on the paid holiday or another shift off with pay shall be scheduled.

ii) Holiday falling on a non-working day

When a Holiday falls on a day other than the normally scheduled day of the Full-time / Part-time Permanent Employee or Full-time /Part-time Term Employee, she will be given another normal working day off with pay, or the Employer will pay the employee an additional day's pay at the regular wage for the public holiday.

iii) Holiday Pay for Relief Workers

Relief workers who work on a public holiday will be paid at a rate of one and a half times their regular rate of pay for hours worked on the holiday as defined in Article 18.01, Paid Holidays.

iv) Holiday Pay for Other Workers

Employees who would normally work on the day of the week on which a statutory holiday falls, but who are not required to work on the statutory holiday, will receive the day off with pay.

18.03 Scheduling Time Off in Lieu

Unless restricted by operational requirements the Employer shall endeavour to ensure that an Employee may schedule her time off in lieu within two (2) calendar months in which is it earned.

The Employer shall not revoke time off in lieu which has been approved.

ARTICLE 19 - VACATIONS

19.01

a) Length of Vacation

All Full-time and Part-time Permanent Employees shall receive an annual vacation time and vacation pay, as follows:

Up to one (1) year of seniority	two weeks or 4% of wages earned and time worked.
One(1) year to five (5) years of seniority	three (3) weeks or 6% wages earned and time worked
Five (5) years up to ten (10) years of seniority	four (4) weeks, or 8% of wages earned and time worked
Ten (10) years to fifteen (15) years of seniority	five (5) weeks, or 9.5% of wages earned and time worked
Fifteen (15) years or more	six (6) weeks, or 11.5% of wages earned and time worked

- 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.

Term employees as defined in Article 19.01 (a) whose term is not expected to cover the full calendar year shall have her vacation entitlement pro-rated to reflect the time actually expected to be worked during the term to the end of the calendar year and/or from the beginning of the calendar year to the expected end of the term.

c) A relief employee shall receive vacation pay as follows:

Up to 1,875 hours.....	4%
1,875 to 9,375 hours.....	6%
9,375 to 18,750 hours.....	8%
18,750 to 28,125 hours.....	9.5%
28,125 hours or more.....	11.5%

Vacation pay for relief employees shall be paid out twice yearly on a separate cheque. A relief employee who converts to full-time will be credited with seniority equivalent to hours worked based on 1 year equals 1875 hours. Permanent Part-time employees who work additional relief hours shall be paid out their additional vacation pay at the applicable percentage rate for relief hours worked. Payment shall be made in January of the calendar year following accrual.

d) Notwithstanding the foregoing, employees who attain or have attained five (5) years or more of seniority during the 2005 calendar year will be grand-parented with five (5) weeks' vacation until they have accrued the service to receive six (6) weeks' vacation under Article 19.01.

19.02 The Employer will withhold from final salary owing any unearned vacation entitlement received, upon termination of employment, before one (1) year's continuous service is completed.

If an Employee takes more vacation or any type of paid leave of absence than she has earned, her pay will be docked accordingly.

19.03 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.

The Employer will post the approved summer vacation schedule on May 1st of each year.

Notwithstanding the above, the Employer reserves the right to deny a vacation choice based on the operational requirements of the Shelter. Vacation requests will not be granted in situations where overtime will result.

Vacation requests for over the Christmas holiday period (December 1st through January 7th) must be made no later than October 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.

19.04 Vacation Carry-Over

An Employee may carry over one (1) week of vacation entitlement into a following year. A week is defined as the number and length of shifts for which the employee is contractually scheduled on a regular basis in one (1) calendar year. The Employee must notify the Employer of her intention to carry over vacation by October 1st of any year.

19.05 Illness or Injury During Vacation

Where an Employee's scheduled vacation is interrupted due to a serious illness or injury, the period of such illness shall be considered sick leave. There shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

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

In order to avail themselves of this provision, employees will be required to provide medical documentation to this effect.

19.06 Vacation During an Approved Leave

An employee on leave of any sort beyond one month, including an approved leave of absence, long-term disability or sick leave shall accumulate pro-rated vacation credits for the period in that year during which she worked and/or received wages. Any unearned vacation which she has taken shall be deducted from regular pay.

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.

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.

In order to avail themselves of this provision, employees will be required to provide written substantiation to that effect.

ARTICLE 20 - SICK LEAVE PROVISIONS

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

- a) A Full-time Permanent Employee and term employees with an expected term of six (6) months or longer working shifts of less than twelve (12) hours shall accumulate sick leave at the rate of one and a quarter (1.25) shifts per month.
- b) Full-time Permanent Employees, and Term Employees with an expected term of six (6) months or longer who work twelve (12) hour shifts shall earn sick leave at the rate of twelve (12) hours per month.
- c) Part-time Permanent Employees and Part-time Term Employees with an expected term of six (6) months or longer shall earn sick leave pro-rated to the rate accumulated by regular full-time employees.

- d) If it is determined that a term which was initially expected to be less than six (6) months is extended beyond six (6) months, the Term employee will be entitled to retroactive sick leave credits equivalent to twice the normal monthly accrual per their status in sections a, b and c above. No employee will be entitled to receive more retroactive sick leave than she normally would have earned in the term position.
- e) Sick leave shall accumulate with service and be credited monthly. Employees shall track their own entitlement and use. If an employee takes more sick leave than she has earned by the beginning of the month in which it is taken, her pay will be docked accordingly.
- f) Employees, who, during the year, used less than the amount of sick leave they have accrued during the year are, at their option, entitled to fifty percent (50%) of the cash value of the current year's net accumulated sick leave. Such entitlement will be paid by the second pay period in January upon notification by the employee by December 15th. If this option is taken, the employee shall have her banked sick leave credits reduced to the amount she had accumulated by December 31st of the previous year. Employees are not entitled to the cash value of accumulated sick leave upon termination of employment.

20.03 Illness in the Family

An Employee may use up to sixty-two (62) hours of accumulated sick leave to provide care during the illness of their spouse and /or dependents living with them or of their parents or children, whether or not they are 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 or anytime when the Employer suspects abuse of sick leave.

The Employer will reimburse the Employee up to a maximum of \$25.00, the cost of any medical certificate or medical documentation the Employer requires the Employee to obtain. Medical certificates must be provided by a physician who saw the Employee during the period of illness.

20.05 Accumulation of Sick leave Credits while on Leave

An employee on unpaid leave, including Long-Term Disability Leave, 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 - LEAVES OF ABSENCE

21.01 General

Leave of absence shall be at the discretion of the Employer but, if granted, will not result in any accumulation of seniority or loss of current seniority, nor the obligation to pay any Union dues.

The Employer has the right to approve or to deny any request for a Leave of Absence. Such approval shall not be unreasonably denied.

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.

Requests for leave of absence without pay for up to twelve (12) months shall be made in writing to the Executive Director and the Shelter 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.

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.

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 100% of the cost and subject to the approval of the Insurer.

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.

Employees on leave of absence beyond thirty (30) days other than pregnancy or parental leave will not accumulate seniority but will retain existing seniority.

An employee who decides not to return to work, shall give written notice to the organization by the 15th of the month prior to the month in which she was scheduled to return. An employee who fails to give such notice and fails to return to work on the day stipulated in the request for leave shall be deemed to have abandoned her position.

Leave of absence will not be granted to Probationary employees or those who are in the midst of the disciplinary process.

21.02

a) Bereavement Leave

An Employee upon notifying the Employer shall be granted up to three (3) regularly scheduled consecutive work days' leave or a combination of three (3) individual days, without loss of pay or benefits, in the case of death or serious illness of a spouse, parent, brother, sister, child (to include a miscarriage prior to 20 weeks of pregnancy), 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.

Documentation will be required by the Employer to support any request for leave under this article.

Employees regularly scheduled to work less than twelve (12) hour shifts shall be granted up to five (5) regularly scheduled consecutive work days' leave or a combination of five (5) individual days without loss of pay or benefits in the case of death or serious illness of parents, children, siblings, spouse or any other close relative or close friend who has been residing in the same household. Such employees are also entitled to time off without pay in addition to the five (5) regularly scheduled consecutive work days' leave.

b) Emergency Leave

Except where paid leave is otherwise provided in this Agreement, emergency leave without pay for up to 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.

c) Family Medical Leave

Family Medical Leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act*.

Subject to any changes to the employee's status which would have occurred had she not been on Family Medical leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

21.03 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence with pay 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 Employee shall submit to the Employer 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 twenty (20) shifts total for the entire bargaining unit per calendar year shall be granted to the bargaining unit provided however, that no more than two (2) employees are granted leave at the same time and no person shall be away more than ten (10) shifts per calendar year; and the leave does not conflict with mandatory training that is known at the time the leave is requested. Such requests are to be given in writing to the Shelter Manager at initial shift booking whenever possible.

The Employer shall maintain the Employee's regular salary and shall invoice the Union Local for the equivalent amount.

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.

Such leave may begin no earlier than seventeen (17) 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 the Employer and Employees will take all reasonable precautions to protect Employees 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 a pregnant Employee or her unborn child, the Employee may request and the Employer shall grant an extension of her pregnancy leave up to a maximum of one (1) year. Such extended pregnancy leave shall be without pay and continuation of benefits, unless the Employee makes arrangements in advance of 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 four (4) 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 12 months
- ii) seniority accumulation for up to an aggregate total of 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. Relief employees must also provide their availability by the 15th of the month prior to the month they return to work.

- 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 group insured and pension 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 be come 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 6 (six) 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 weeks in advance of her expected date of 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 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 12 months
- ii) seniority accumulation for up to an aggregate total of 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 group insured and pension 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 be come 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, as well, availability shall be provided by the 15th of the month prior to the month they return to work. 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 exercise his/her rights under Article 15. 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 The Employer shall pay wages or salary bi-weekly on every second Thursday in accordance with Schedule "A" 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.

In the event of an error on the part of the Administration Office of the Diocese, any money owed to the Employee will be paid as soon as the accounting office can issue a cheque.

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 Full-time Permanent Employees shall be paid on a salaried basis for their regularly scheduled hours per week. Part-time and Relief employees shall be paid on an hourly basis for all hours worked.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 Job Description

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

It is understood that an Employee does not have the right to enter into negotiations with the Employer with regards to the content of her 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 changed 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.

- 25.03** An Employee whose job description is amended and results in a reclassification to a lower rate of pay shall have her salary red circled at the higher rate. She shall maintain her higher rate until the rate of pay for her new classification reaches her red circled rate of pay.

ARTICLE 26 - EMPLOYEE BENEFIT PLANS

- 26.01** This Article shall apply to Full-time and Part-time Permanent Employees regularly scheduled to work twenty (20) hours or more per week. Employees shall pay their share of the premium cost by way of regular payroll deduction.
- 26.02** The Employer will pay sixty percent (60%) of the premiums of the Extended Health Care Plan.
- 26.03** The Employer will pay sixty percent (60%) of the Vision Care Plan.
- 26.04** The Employer will pay sixty percent (60%) of the Dental Plan.
- 26.05** The Employer and Employee shall contribute equally to the Anglican Church 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 employment.
- 26.06** The Employer shall pay sixty per cent (60%) 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).
- 26.07** The Employer will reimburse any Employee who is a single parent with one (1) dependent, for the excess premium cost attributable to the difference between the "married" and "family" premium cost for the Dental Plan.
- 26.08** The Employer will provide Long-Term Disability coverage for all employees with the exception of Relief Workers as provided in the Long-Term Disability Plan. The eligible Employees shall pay 100% of the cost of the coverage. Notwithstanding the foregoing, Long-term Disability coverage applies to Relief Workers who are members of the Pension Plan.

ARTICLE 27 - COPIES OF AGREEMENT

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, the parties shall, on a cost shared basis, prepare sufficient copies of the Agreement within thirty (30) days of signing.

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. Policies affecting bargaining unit employees shall be forwarded to the Union as soon as possible following the date of their approval.

ARTICLE 28 - RATES OF PAY

The hourly rate of pay of classifications within the bargaining unit shall be as provided in Schedule "A".

ARTICLE 29 - TERM OF AGREEMENT

29.01 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 28th DAY OF June, 2016.

FOR THE UNION

Samuel Hill

Kelly Francis

D. Bisset

FOR THE EMPLOYER

Catherine Pope

Susan Dawry

:lf/cope 491
June 1, 2016

SCHEDULE A - WAGE GRID (Unit "A") SHELTER

Effective Date:	1-Jan-16	1-Jan-17	1-Jan-18
	1.5%	1.5%	1.5%
SUPPORT WORKER – Full Time (Incl. Intake & Assessment)			
Probationary	\$20.61	\$20.92	\$21.23
Non-Probationary	\$22.89	\$23.23	\$23.58
SUPPORT WORKER – Part Time			
Probationary	\$20.61	\$20.92	\$21.23
Non-Probationary	\$22.89	\$23.23	\$23.58
SUPPORT WORKER - Relief			
Probationary	\$20.61	\$20.92	\$21.23
Non-Probationary	\$22.64	\$22.98	\$23.33
CASE MANAGER – Mental Health – Full Time			
Probationary	\$20.61	\$20.92	\$21.23
Non-Probationary	\$22.89	\$23.23	\$23.58
CASE MANAGER – Addictions – Full Time			
Probationary			
Hourly Rate Without Addictions Certification	\$20.61	\$20.92	\$21.23
Hourly Rate Without Addictions Certification	\$20.91	\$21.22	\$21.54
Non-Probationary			
Hourly Rate Without Addictions Certification	\$22.89	\$23.23	\$23.58
Hourly Rate With Addictions Certification	\$23.20	\$23.55	\$23.90
FRONT OFFICE WORKER – Full Time			
Probationary	\$20.61	\$20.92	\$21.23
Non-Probationary	\$22.89	\$23.23	\$23.58
CASE MANAGER – Diversion and Housing – Full Time			
Probationary	\$20.61	\$20.92	\$21.23
Non-Probationary	\$22.89	\$23.23	\$23.58
COOK – Full Time			
Probationary	\$21.54	\$21.87	\$22.19
Non-Probationary	\$21.98	\$22.31	\$22.65
COOK - Relief			
Probationary	\$20.53	\$20.84	\$21.15
Non-Probationary	\$20.97	\$21.28	\$21.60