



COLLECTIVE AGREEMENT

- between –

**CORNERSTONE COMMUNITY ASSOCIATION
DURHAM INC.
(Herein Referred to as the Employer)**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2936
(Herein Referred to as the Union)**

Expiry Date

March 31, 2025

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ARTICLE 1 – PURPOSE OF AGREEMENT

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide procedures for the prompt and equitable disposition of grievances for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties recognize that the Employer and employees provide services to assist persons without housing to achieve independence, self-reliance, and community participation.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union acknowledges and recognizes that the Management of the Employer and the direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by an express provision of this Agreement.

Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline, and efficiency.
- (b) Hire, assign, retire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline Employees provided that a claim of discipline or discharge without just cause by an Employee who has completed their probationary period may be the subject of a grievance and dealt with as hereinafter provided.
- (c) In the interest of efficient operation and highest standard of service, determine classifications and introduce new jobs, determine contents of jobs and number of Employees required to perform any job or function, allocate and assign work, determine hours of work, and the working establishment for any service.
- (d) Determine the number and qualifications of personnel required, services to be performed and the methods, procedures, and equipment to be used in connection therewith.
- (e) Make and enforce and alter, from time to time, rules, and regulations to be observed by all Employees.

It is agreed that these rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the bargaining agent of all employees of Cornerstone Community Association Durham Inc. working in and out of the City of Oshawa, save and except managers and persons above the rank of manager.

3.02 Work of the Bargaining Unit

- (a) Employees whose jobs are not in the bargaining unit shall not work on any jobs which are normally done by a person in the unit except for the purpose of instruction or in emergencies or when regular employees are not available and provided the aforementioned work does not reduce the hours of work or pay of any employee.
- (b) Volunteers may be used by the Employer provided that the use of volunteers does not displace or reduce hours of work of the bargaining unit employees. When requested, the employer will advise the union at Labour/Management meetings of the agency's use of volunteers including the type of services performed and their locations.

3.03 No Other Agreements

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

3.04 Union Representatives

- (a) The Employer agrees to recognize four (4) Union stewards, elected, or appointed from among the employees in the bargaining unit who have completed their probationary period.
- (b) The duty of the steward shall be to represent employee(s) and to process grievances as outlined in the grievance procedure of this Agreement.
- (c) The Union will inform the Employer, in writing, of the name of the stewards and of any subsequent changes and the Employer will not be required to recognize such stewards until notification from the Union has been received.
- (d) The Union acknowledges that Union stewards have regular duties to perform on behalf of the Employer and that union activity will normally be performed outside of working hours except where provided in this agreement. When justifiably necessary to perform duties as a Union steward during working hours, an employee shall not leave their regular duties without receiving permission from their supervisor. In such circumstances, permission will not be unreasonably denied.

- (e) At the time formal discipline is being imposed, an employee is entitled to be notified of their right to be represented by a Union representative. An employee will be advised in advance if the purpose of a meeting is to impose discipline. The parties agree that it is a good labour relations practice to ensure that a thorough investigation has been conducted, including an investigatory meeting with the employee, prior to the imposition of discipline.
- (f) With the approval of Management, which shall not be unreasonably denied, for other meetings, where there is more than one member of Management present, the employee shall be permitted to have a union representative present, at no additional cost to the employer.
- (g) The CUPE National Representative shall have access to the Employer's premises with the prior approval of the Executive Director or designate in order to deal with any matters arising out of this Collective Agreement. Such access shall not interfere with the operation or administration of the organization.
- (h) The Union agrees that there will be no union activities on the Employer's premises or use of the Employer's equipment, resources, materials, and facilities at any time except with the permission of the Employer or as specifically provided in this Agreement. It is acknowledged that use of the phone for local calls and email during breaks and meal periods may be assumed to have the Employer's permission provided such use does not interfere with the performance of duties.

3.05 No Union Meeting on Employer's Premises

The Union and the Employer agree that there will be no Union meetings on the Employer's premises except with prior approval by the Executive Director or designate or as specifically provided for in this Agreement.

ARTICLE 4 – HUMAN RIGHTS

- 4.01 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement on the basis of grounds prohibited s.5 (1) of the Ontario Human Rights Code.
- 4.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, or coercion exercised or practiced by either party or by any of their representatives or members because of any employee's activity or lack of activity in the Union.
- 4.03 Harassment and Violence in the Workplace
Every employee has the right to be free from harassment, bullying and violence at the workplace and from any reprisal or threat of reprisal for the rejection of such behaviour.

Harassment and Bullying is defined as objectionable conduct, comments, or displays by a person employed by the employer, either directly or indirectly that demean, belittle, or cause personal humiliation or embarrassment, that is directed at and offensive to another employee and which the person knows or ought reasonably to have known to be unwelcome to the recipient. There are three categories of harassment: sexual harassment, discriminatory harassment, and workplace (bullying) harassment and the above three may be part of violence in the workplace

Sexual harassment includes conduct or comments of a sexual nature that the recipient does not welcome or that offend them. It also includes negative or inappropriate conduct or comments that are not necessarily sexual in nature, but which are directed at an individual because of their gender.

Discriminatory harassment includes comments or conduct based on the protected grounds in the *Ontario Human Rights Code*, which the recipient does not welcome or that offends them.

Workplace harassment is a health and safety issue that is covered under the *Occupational Health and Safety Act*. *The Occupational Health and Safety Act* (OHSA) defines workplace harassment as engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.

Violence in the Workplace - "violence" means the attempted, threatened, or actual conduct of a person that causes or is likely to cause injury and includes any threatening statement or behavior that gives a worker reasonable cause to believe that individuals are at risk of injury. Violence includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual or racial harassment. It also includes incidents of domestic violence entering the workplace, stalking, personal harassment, psychological harassment, bullying or any other behavior that abuses, devalues or humiliates. It is understood that incidents of workplace violence, as defined in this section, can occur when working off-site and/or off duty.

Therefore, the parties agree that they will give their full support to the spirit and intent of the *Human Rights Code of Ontario*, and the OHSA as amended and/or other legislation that may be enacted from time to time, for the purpose of strengthening these rights. The parties agree that harassment and violence in the workplace will not be tolerated and will be dealt with in accordance with, and as defined by, the *Ontario Human Rights Code and/or the OHSA*.

Employees shall have access to an internal complaint procedure in accordance with the Employer's policy.

ARTICLE 5 – UNION DUES/INFORMATION REQUIREMENT

- 5.01 (a) It is understood that the employees that fall under the recognition clause in article 3.01 are subject to union dues. The Employer will inform all potential new employees of this fact.
- (b) The Employer will provide the Union with the names, addresses, and phone numbers of all bargaining unit employees. This information will be provided to the Union in January, April, July, and October.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions

Deductions shall be forwarded, in one cheque, to the National Secretary Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues are levied. The cheque shall be accompanied by a list of the names, classifications, and gross earnings of the employees from whom the deductions have been made. The Employer shall be notified, in writing, at least forty-five (45) days prior to any required change in Union dues.

- 6.03 In consideration of the deducting and forwarding of Union dues in accordance with the foregoing by the Employer, the Union agrees to indemnify and save the Employer harmless against any claims or liability arising out of or resulting from the operation of this Article.

6.04 Dues Receipts

The Employer agrees to include the annual total of Union dues deducted on the T-4 slips of each Employee affected by this Article.

ARTICLE 7 – EMPLOYER & UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01 (a) The Employer shall, at the time of hiring, provide new Employees with a copy of the Collective Agreement.
- (b) The Union shall, within five (5) working days of hiring, provide new Employees with a list of Union representatives. The Union representative will be allowed fifteen (15) minutes during working hours to provide the list and talk to the new Employee.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence from the Employer to the Union arising out of this Agreement shall be forwarded to the President and Sectional Chair of the Union or designate. The Union shall inform the Employer, in writing, of the name and email address of the Secretary of the Union and President of the Union and Sectional Chair of the Union and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or designate.

ARTICLE 9 – LABOUR MANAGEMENT RELATIONS

9.01 Representation

The Union agrees to notify the Employer, in writing, of the names of the Employee appointed or elected, pursuant to the terms of this Agreement, to Committees. No committee shall exceed three (3) members of the Union. The notice will contain the name and which committee they are representing the Union on.

9.02 Labour Management Committee

- a) It is agreed that a joint committee will be established with two (2) employees appointed from the bargaining unit and two (2) representatives of the Employer.
- b) The committee shall meet at least three (3) times per year to discuss matters of concern at a mutually agreed time and place unless otherwise mutually agreed. Additional meetings may be scheduled when requested by either party. Each party shall notify the other party of the proposed agenda items no later than one (1) week in advance of the meeting. The chairperson of the committee shall alternate between a Union member and an Employer member.
- c) Either party may invite a guest or observer so long as mutually agreed in advance.
- d) In meetings of the Labour Management Committee the Union shall have the right to be assisted by a representative of the Canadian Union of Public Employees.
- e) The purpose of the Labour Management Committee is to discuss items of concern to management or employees and to promote and maintain positive and co-operative labour relations between the parties. The committee shall not have the power to alter, amend or modify the specific terms of the Agreement.
- f) Employees serving on the Labour Management Committee shall not lose regular earnings for time spent attending meetings of the committee. Committee meetings will be held during regular working hours.

- g) It is understood and agreed that matters already filed through the grievance procedure will not be discussed at meetings of the Labour Management Committee.
- h) Minutes taken alternately by the Union and Management representatives must be approved by both parties prior to posting on the Union bulletin boards by Union members.

9.03 Time Off for Meeting

Meetings involving grievances or committees pursuant to this Agreement shall be at times and places agreed to between the Union and the Employer.

A grievor, or an employee whose participation is necessary at a meeting arranged between the Employer and the Union, shall not lose regular earnings for time spent attending the meeting.

9.04 Negotiating Committee

- (a) The Employer agrees to recognize a Negotiating Committee comprised of three (3) bargaining unit employees and the National Representative for the purpose of negotiating this Agreement or its renewal.
- (b) Once dates for negotiations have been confirmed, the Employer shall notify all management of the dates and the names of the Union bargaining team.
- a) (c) Employees serving on the Negotiating Committee shall be compensated for all time spent in bargaining with the Employer, for a cumulative total payment of up to seventy-two (72) hours of their regular straight time pay. Should bargaining exceed seventy-two (72) hours, the Employer shall consider approval of further cumulative hours. Such request shall not be unreasonably denied.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 For purposes of this Agreement, a grievance is defined as a difference concerning the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable. All grievances shall proceed according to the following steps. At each step of the grievance procedure, the grievor shall have the right to be present.

10.02 Complaint

It is the mutual desire of the parties that all complaints and grievances be resolved as quickly as possible. It is understood that any employee may present an oral complaint at any time to their immediate supervisor without resorting to the grievance procedure below. However, if an employee files a grievance they must first discuss the matter informally with their supervisor to attempt to resolve the matter without a grievance.

10.03 Step 1

If the discussion referred to in Article 10.02 does not resolve the matter, the employee may submit a grievance in writing to their manager. The grievance shall describe the nature of the grievance, specify the article or articles of which a violation is alleged and indicate the relief sought. Such grievance must be submitted within ten (10) working days of the occurrence of the event which gave rise to the grievance or the date the employee ought reasonably to have become aware of the circumstances. A meeting will be held within five (5) working days of the submission of the grievance between the manager (or designate) and the Union at a mutually agreed time, after which a written response will be provided to the Union within five (5) working days.

Step 2

Failing settlement of the grievance at Step 1 the employee may present the grievance in writing to the Executive Director (or designate) within five (5) working days of the written response from the employee's manager/supervisor. The Executive Director (or designate) will meet with the Union within ten (10) working days at a mutually agreed time and render a decision in writing to the Union within five (5) working days following the meeting. The Union's National Representative will normally attend the meeting at Step 2 and may, with agreement in advance, attend at Step 1.

Step # 3 Grievance Mediation

Step # 3 of the grievance procedure is mediation at the request of either party. The request for Mediation shall be made within fifteen (15) days after the decision is received at Step # 2. The mediator must be mutually agreed upon by both parties. No person acting as a mediator at this Step shall be appointed as an Arbitrator under article # 11 without the consent of both parties. Costs of the mediator shall be shared equally by the Union and the Employer. Failing a satisfactory settlement being reached at Mediation, either party may refer the dispute to Arbitration within the time limits identified in Article 11 – Arbitration.

10.04 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing. It is agreed that where the Employer fails to meet time limits for reply, as provided in this article, the matter will automatically be advanced to the next level.

10.05 Group Grievance

Where more than one (1) employee has the right to file a grievance in accordance with the above and arising out of the same set of circumstances, a group grievance may be filed by having all affected employees sign a written grievance at Step 1. Such grievance shall then be processed within the framework of the grievance procedure.

10.06 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the agreement shall be treated as a grievance at Step 2 if the grievance is submitted in writing within five (5) working days following the circumstances giving rise to the grievance or the date the grieving party ought reasonably to have become aware of the circumstances. Where the grievance is an Employer grievance it shall be filed with a Local Union Steward. It is expressly understood that the provisions of this article may not be used with respect to a grievance directly affecting an employee which such employee could their self have instituted, and the regular grievance procedure shall not be thereby bypassed.

ARTICLE 11 – ARBITRATION

When either party wishes to submit a grievance to arbitration, it shall inform the other party within sixty (60) working days of the receipt of the written decision at Step 2 of the grievance procedure. If the grievance is not submitted to arbitration within sixty (60) working days from the time the reply is received then the grievance will be deemed to have been abandoned unless the time limits have been extended by mutual agreement.

- 11.01 No matter may be submitted to arbitration, which has not been properly carried through all requisite steps of the grievance procedure.
- 11.02 The parties may agree to the use of a sole Arbitrator and the provisions of this article shall apply with any appropriate revisions. Where the parties do not agree to the use of a sole Arbitrator, the initiating party will indicate the name of their nominee to a Board of Arbitration. The recipient of the notice shall, within ten (10) working days thereafter, advise the initiating party, in writing, of its nominee to the Board of Arbitration. The two nominees shall select a third party to act as an impartial Chairperson of the Board of Arbitration.
- 11.03 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 11.04 The decision of the sole Arbitrator, or the majority of the Board of Arbitration or, where there is no majority, the decision of the Chairperson, shall be final and binding upon the parties hereto and the employee or employees concerned.
- 11.05 The Board or sole Arbitrator shall not have any power to amend or add to any of the provisions of this Agreement.
- 11.06 Each of the parties will pay the expenses of that party's nominee. The parties will share equally the fee and expenses of the sole Arbitrator, or the Chairperson of the Board of Arbitration as the case may be.

ARTICLE 12 – DISCHARGE AND SUSPENSION

12.01 Discharge and Suspension Procedure

An Employee may be disciplined, suspended, or discharged, but only for just cause, unless otherwise provided in this Collective Agreement. Such Employee and the Union shall be notified, in writing, by the Employer of the reason for such discipline, suspension or discharge.

12.02 May Omit Grievance Steps

- (a) An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such cases.
- (b) An employee considered by the Union to be wrongfully or unjustly disciplined (other than suspension or discharge) shall be entitled to a hearing at Step 1 under Article 10 – Grievance Procedure. Complaint stage of the grievance procedure shall be omitted in such cases.

12.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

12.04 Discipline, Discharge & Suspension

Where an employee has received no discipline for a period of nine (9) months, any disciplinary notation older than nine (9) months which is not related to a suspension shall be removed from the employee's file. In the case of warnings which accompany disciplinary suspensions, the notation will be removed from the employee's file where there has been no recurrence of a similar nature for a period of eighteen (18) months. Any leave of absence in excess of thirty (30) continuous calendar days will not count towards the periods referenced above.

12.05 Discipline

In the event that the Employer deems it appropriate to discipline an Employee, the discipline must be provided within twenty (20) working days of the incident. The Employer shall notify the Employee and the Sectional Chair as soon as they begin to investigate a matter that may lead to discipline. It is understood that the 20 working days shall not apply when there is an investigation by a third party, the employer, a harassment investigation, or the employee is on an approved leave of absence.

ARTICLE 13 – SENIORITY

13.01 Seniority Defined

- (a) Full-time seniority is defined as the length of service with the Employer and shall include service with the Employer prior to the certification or recognition of the Union.

Part-time seniority is defined as all hours worked in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. It is agreed for the purposes of seniority, 1920 hours worked in the bargaining unit shall equal one (1) year.

It is further agreed that should a part-time employee be the successful applicant for a full-time position, the total hours will be divided by 1920 to represent seniority in years.

If a full-time employee is the successful applicant for a part-time position, years of seniority shall be multiplied by 1920 to determine the overall seniority in hours worked.

No calculation on conversion of seniority shall result in the employee being credited more than 1920 hours (one [1] year) per calendar year.

- (b) Seniority shall be used in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.
- (c) Seniority shall operate on a bargaining unit-wide basis.

13.02 Seniority List

The Employer shall maintain a seniority list showing the current classification, seniority hours and the date upon which each Employee's service commenced. An up-to-date seniority list shall be sent to the Union, posted electronically, and circulated to staff quarterly. They shall be posted in January, April, July, and October by the end of the month.

13.03 Probationary Employee

A full-time newly hired employee shall be on probation for the first three (3) calendar months or 500 hours worked whichever comes first. A newly hired part-time employee shall be on probation for the first five hundred (500) hours of work or six (6) months, whichever occurs first. The release or discharge of a probationary employee during the probationary period is at the discretion of the Employer and shall not be the subject of a grievance or arbitration, unless discrimination in violation of Article 4 is alleged. The standard of "just cause" shall not apply to a probationary release. After completion of the probationary period seniority shall be effective from the original date of employment. The probationary period of any new employee may be extended up to an additional three (3) months upon mutual agreement, in writing, between the Employer and the Union and the employee.

13.04 Loss of Seniority

Seniority shall be lost, and employment deemed terminated if the employee:

- (a) is discharged (and the discharge is not reversed through the grievance/arbitration procedure).
- (b) resigns or retires.
- (c) fails to notify in writing the Employer of the employee's intentions within seven (7) calendar days and fails to report for work within fourteen (14) calendar days after issuance of notice of recall by registered mail to the employee's last address on record with the Employer.
- (d) uses a leave of absence for a purpose other than that for which it was granted.
- (e) overstays a vacation or leave of absence without securing the extension of such leave of absence or vacation from the Manager unless a satisfactory reason is provided to the Employer.
- (f) is absent from work for three (3) days without providing a satisfactory reason to the Employer.
- (g) is laid off for a period in excess of eighteen (18) months.
- (h) if an employee is absent from work due to disability for a period of twenty-four (24) months, provided compliance with applicable legislation has been met.

13.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position, outside the bargaining unit without their consent. If an employee is transferred to a non-union position outside the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of twelve (12) months. If an employee returns within a twelve (12) month period to the bargaining unit, they shall be placed in a job consistent with their skill and ability. If after twelve (12) months have gone by and an employee returns to a position in the bargaining unit, they will have no seniority for the purpose of this Agreement. However, they will be allowed their service with the Employer for the purpose of this Agreement (for example, vacation benefits and wage progression).

It is agreed that no employee shall be bumped out of their position or laid off from their position should an employee who was transferred to a non-union position choose to return to the bargaining unit or be returned by the Employer, or upon completion of the work.

13.06 Seniority While on Long-Term Disability

An Employee who is on Long-Term Disability (LTD) and is medically able to return to work shall be returned to their own position if able to return within the first twelve (12) months of being off. An employee who is able to return to work in the thirteenth (13th) month or thereafter, shall be placed in the first (1st) available job which they are qualified to do, within the employ of the Employer.

Subject to Article 13.04 (h):

Full-time employees shall continue to accumulate seniority for the first twelve (12) months, then shall only retain seniority. Part-time employees shall accumulate seniority for the first twelve (12) months based on their average hours in the previous year then shall only retain seniority.

13.07 Seniority for Part Time Staff on Medical Leave

A part-time employee who is off work because of a medical leave shall accumulate seniority for the first twelve (12) months based on their average hours in the previous year then shall only retain seniority.

ARTICLE 14 – PROMOTIONS AND STAFF CHANGES

14.01 (a) Job Postings

When a position is created, or when a vacancy of a temporary or permanent nature occurs in a classification within the bargaining unit, the Employer shall notify the Union President or designate in writing and post notice of the position at each work location and the intranet home page for a minimum of one (1) week so that all staff members will know about the vacancy or new position. Temporary vacancies of less than three (3) months' duration need not be posted. Where funding for a temporary position is indeterminate, an extension not greater than three (3) months may be permitted provided the union agrees in writing.

Employees wishing to be considered for such new positions or vacancies shall make written application within the posting period.

(b) A position which has been held by an Employee who is on Long Term Disability shall be posted after twelve (12) months as per Article 14, if a vacancy is deemed to exist.

(c) The Union will be provided with a copy of all job postings when they are posted.

14.02 Information on Postings

Such notice shall contain the following information:

Job title, purpose, qualifications, required knowledge and education, skills, experience, general scheduling pattern, location of initial assignment and the rate of pay for the position.

14.03 Outside Advertising

Outside advertisement for any vacancy shall be placed only if there are no qualified internal applicants.

14.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize that in selecting employees for jobs which are posted, the Employer shall consider the following factors in determining which employee, if any, is to be awarded the posted job:

- 1) the seniority of each employee concerned.
- 2) qualifications, skills, and experience.

When the qualifications, skills, and experience are relatively equal between two (2) or more employees, seniority shall govern. The Employer may consider a combination of experience and education as equivalent to stated educational requirements.

14.05 Trial Period

A successful internal candidate shall be placed on a three (3) month trial period upon starting the new position during which time the employee's performance on the job will be reviewed. The result of the review will be in writing. If during the three (3) month trial period the Employer decides that the successful candidate cannot adequately perform the normal duties of the position, or if the employee is unable or unwilling to perform the duties of the new position, the employee will be returned to their former position, wage, or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions will be returned to their former position, wage, or salary rate, without loss of seniority. It is agreed that the Employer will not arbitrarily return a successful candidate to their previous position.

14.06 Notification to the Employee and Union

The name of the successful applicant shall be posted at each work location and on the intranet and the Union President or designate will be so notified.

ARTICLE 15 – LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force by the elimination of one or more bargaining unit positions that are occupied by employees at the time of

elimination, or a reduction in the regular hours of work of a full-time employee for a period of one (1) month or longer.

15.02 Role of Seniority in Layoffs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority within their classification and within the Program. An employee about to be laid off may bump an employee within the same classification with less seniority, provided the employee exercising the right has the ability and qualifications required to perform the work. An employee so displaced, or an employee who cannot bump within their own classification, may then displace a less senior employee provided the employee exercising this right has the ability and qualifications required to perform the work. An employee exercising displacement rights must indicate their intention within five (5) working days of receipt of notice of layoff.

In the event a layoff occurs as per Article 15.01 the parties agree that employees in the same classification within the same Program shall be offered the opportunity to elect layoff. It is understood that an employee voluntarily electing to be laid off shall forfeit their bumping rights but will retain recall rights.

When the Employer identifies that reduction in staffing is necessary including reduction of hours as per 15.01, the Employer shall, prior to giving notice of lay off to employees, meet with the Union to discuss the situation and any possible means of minimizing staff impact.

15.03 Recall Procedure

The Employer shall recall employees in order of seniority to vacant bargaining unit positions for work which the employees can perform for a period of eighteen (18) months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) days.

15.04 No New Employees

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

15.05 Advance Notice of Layoffs

Unless legislation is more favourable to the employees affected, the Employer shall notify employees who are to be laid off 8 eight (8) weeks prior to the effective date of layoff of a long term or permanent nature. Subject to article 15.01, for layoffs of a short-term duration as defined in the Employment Standards Act, the Employer will provide four (4) weeks' notice. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid their regular earnings for the days for which work was not made available.

15.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step No. 2 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

16.01 a) i) Full-time Employees

The normal workweek of a full-time employee shall be forty (40) hours. The normal work shift will be eight (8) consecutive hours, inclusive of a one-half hour paid lunch period. It is agreed that 10-hour shift schedules may be implemented, but only where agreed between the Employer and the employee concerned, and with the consent of the Union.

ii) Part-time Employees

A part-time employee is an employee who is normally scheduled to work less than thirty-five (35) hours per week. Part-time employees shall be assigned work in accordance with operating requirements and their stated availability. Each part-time employee shall be subject to the following availability requirements:

- Available for work a minimum of two (2) shifts per week as required and assigned by the Employer; and
- Available for work in each week for day, evening and night shifts where required to rotate; and
- Available for work no less than two (2) weekends in every four (4) week period; and
- Available for work fifty-two (52) weeks in each year except for periods granted as vacation or other approved leaves of absence; and
- Available for work as required and assigned by the Employer on the Christmas Holiday (including December 24th, 25th and 26th), or the New Year's Holiday (including December 31st and January 1st) and in addition, at least three (3) of the remaining paid holidays; two (2) of which must be either in the months of May, July, August, and September.

Commitment on a lesser basis may be accepted by the Employer where mutually agreed between the employee and their manager, and with the consent of the Union.

b) Scheduled Hours of Work (Full-time)

Hours of operation as listed below will not be changed without consulting the Union and providing notice to the employees affected. Where the change is

permanent, notification will be not less than one scheduling period in advance. Variation of a full-time employee's regularly scheduled hours of work requested by the employee may occur where mutually agreed between the employee and their manager.

- (i) Shelter – 7:00 a.m. – 3:00 p.m. and 3:00 p.m. – 11:00 p.m., or
7:30 a.m. – 3:30 p.m. and 3:30 p.m. – 11:30 p.m.
11:00 p.m. – 7:00 a.m. or 11:30 p.m. – 7:30 a.m.

The Employer will undertake all reasonable steps to hire part-time employees to work weekends such that the Monday-Friday schedule of current full-time employees will be maintained. The Employer will not change the regularly scheduled hours of work of full-time employees to include weekend work except for bona fide business reasons. Notwithstanding the above, full-time employees may make themselves available to work weekends.

- (ii) Community Residential Facility

Various eight (8) hour shifts between 8:00 a.m. – 12:00 a.m.

Typical Weekly Shift Schedule - have a rotation of two (2) days; two (2) evenings and one (1) day.

- (iii) Housing Outreach and Support

Various eight (8) hour shifts between 7:00 a.m. – 7:00 p.m.

From time to time work required outside the regular hours of work may be scheduled by mutual agreement for the purpose of meeting program needs, such as staff attending special appointments, meetings, recreational events, or tenant support etc. It is understood that any change for the purpose of this Article will not result in overtime hours and these arrangements must be made in advance.

- (iv) Kitchen

Various eight hour shifts between 7:00 a.m. – 7:00 p.m. with two (2) consecutive days off, one (1) of the days being either Saturday or Sunday.

- (v) Maintenance

Various shifts between 7:00 a.m. – 7:30 p.m.

- (c) Rest Period

Employees will be granted a fifteen (15) minute rest period without loss of pay during each half (1/2) of each shift as near to the mid-point of the half (1/2) shift as practicable.

- 16.02 (a) Work Schedules

Work schedules will be developed monthly; by the Program supervisor or designate, based upon the stated availability of employees and consistent with the availability requirements of the Employer in accordance with Article

16.01, submitted not later than the 10th day of each month. Schedules will be posted at least two (2) weeks in advance of the month for which the schedule is to become effective and will not be changed without mutual agreement between the employee and the Employer.

It is understood and agreed that all part-time staff who have not submitted such availability by the 10th of each month will be considered to be unavailable for the month being scheduled and will only be considered for available shifts after the schedule is posted according to the call-in procedures unless they can provide a satisfactory reason acceptable to the Employer and the schedule has not yet been posted. Employees may put in their availability for more than one (1) month.

Any staff member wishing to change a previously scheduled shift may do so only if they can secure another staff member to cover their shift and this switch is agreed upon, submitted to the Supervisor, in writing, and approved. Such requests will not be unreasonably denied.

(b) Split Shifts

There shall be no split shifts unless by mutual agreement.

(c) Exchange of Shifts

Subject to the Employer's approval, employees within the same job classification within the same Program may be allowed to trade shifts or days off, providing that such request is submitted to the Employer prior to the change. Such exchange of shifts or days off shall not result in overtime compensation not otherwise payable to either of the employees. Approval to exchange shifts or days off will not be unreasonably withheld by the Employer.

(d) Scheduling of shifts for part-time employees shall be done fairly and equitably. Any shifts that come available after the shifts have been posted that would normally be filled by part-time workers will be offered by seniority on a descending, rotational order.

16.03 On-Call Housing and Maintenance

Effective April 1, 2022 and in recognition of the requirement of non-probationary employees to be on call outside of normal working hours, employees placed on call will be compensated one dollar fifteen cents (\$1.15) for each hour of on-call duty. "On call" refers to a requirement to carry a pager or cell phone to respond to calls from their designated Program during non-working hours to provide advice or support to staff at work. On-call assignments will be equitably scheduled. Paid Holidays will be equitably distributed or as otherwise agreed by those doing "On Call".

Effective April 1, 2024, On Call Housing & Maintenance – Increase from One dollar and fifteen cents (\$1.15) to One dollar and twenty five cents (\$1.25).

Alternative arrangements, such as additional vacation time for continuous on-call duty, will be permitted where mutually agreed between the employee and the Employer, with the consent of the Union.

On-call assignments will be based on a four (4) month rotation with staff scheduled three (3) times per year; two (2) weeks in advance, beginning in January, May, September. Staff must submit their availability not later than the 10th day of December, April, and August.

Changes to on-call assignments required to adjust to staffing levels during the term of the collective agreement will be discussed at the Labour Management Committee.

Any staff member wishing to change a previously scheduled on-call assignment may do so only if they can secure another staff member to cover their assignment and this switch is agreed upon, submitted to the Supervisor, in writing, and approved. Such requests will not be unreasonably denied.

The normal on call assignment shall normally be one (1) week at a time however no "on call" period shall exceed increments of two (2) weeks duration.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

Overtime will not be paid unless approved in advance by the Employer. Employees shall be entitled to pay, at the rate of time and one-half (1½), for hours worked in excess of forty-four (44) hours per week. Time paid for hours not worked such as vacation and sick leave, shall not be included in the calculation of overtime.

17.02 No Layoff to Compensate for Overtime

Employees who work overtime will not be required to take time off in regular hours to make up for the overtime worked.

17.03 Call-Back Pay Guarantee

A Employee who is called in and required to work outside their scheduled working hours shall be paid for a minimum of four (4) hours at straight time whenever there is a break between the Employee's regularly scheduled hours and the work the Employee is called to do. When the work called back for is completed, the Employee shall be allowed to leave.

17.04 Time Off in Lieu of Overtime

Full-time employees shall have the option to receive payment for overtime worked or to receive time off at the overtime rate at a time mutually agreed upon by the employee and the Employer. Employees shall not accumulate more than forty (40)

hours of lieu time. Any accumulated lieu time in excess of eighty (80) hours will be paid out immediately. Any accumulated lieu time in excess of forty (40) hours will be paid out in sixteen (16) hour increments each pay period.

17.05 No Duplication of Overtime

It is understood that there will be no duplication of premiums nor pyramiding of overtime.

ARTICLE 18 – PAID HOLIDAYS

18.01 The following paid holidays will be recognized by the Employer:

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

The Union and the Employer recognize that not all employee's practice the same religion and cultural practices. Therefore, it is mutually agreed that an employee desiring to observe a recognized religious, ethnic or cultural holidays may substitute such religious, ethnic or cultural holiday for any of the above-mentioned paid holidays upon approval of the Employer. It is understood that the operation of this clause shall not result in the Employer providing Paid Statutory Holidays in excess of the maximum number provided in this Article. Such request shall not be unreasonably denied.

An employee required to work on any of the above-mentioned designated holidays shall be paid for all work performed at one and one-half (1½) times the regular hourly rate for all hours of work on that day.

Compensation for Holidays on Saturday or Sunday

When any of the above noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, then the following Monday and/or Tuesday shall be the holiday unless otherwise agreed to alternate days by both parties.

In order to be entitled to payment for holidays, an employee must have worked their full scheduled working day immediately preceding the holiday and full scheduled working day immediately following the holiday unless:

- i) Absent on vacation.
- ii) Absent on either of those days where such absence is authorized by the Employer or a medical certificate acceptable to the Employer is presented.

In accordance with the *Employment Standards Act* any Shelter Program employee may be required to work any of the above holidays in the Shelter Program.

In the event that an additional public statutory holiday is declared, one of the designated, non-statutory holidays will be substituted.

Full-time Only

If any of the above holidays are observed during a full-time employee's vacation or on a scheduled day off, the employee shall receive another day off with pay.

A full-time employee required to work on any of the above-mentioned holidays shall receive another day off with pay in lieu of the holiday to be scheduled at a time mutually agreed between employee and the Employer.

Part-time Only

Part-time employees shall be entitled to holiday pay in accordance with the *Employment Standards Act*.

ARTICLE 19 – VACATIONS

19.01 Length of Vacation

(a) Full-time

A full-time employee shall receive an annual vacation, with pay, in accordance with the Employer's vacation policy based upon the employee's years of service, as follows:

One (1) year or more	Fifteen (15) working days
Five (5) years or more	Twenty (20) working days
Ten (10) years or more	Twenty-five (25) working days
Twenty (20) years or more	Thirty (30) working days

(b) Part-time

A part-time employee shall receive vacation pay on all hours paid each pay period and time off for vacation annually as follows:

LENGTH OF SERVICE	VACATION TIME OFF	VACATION PAY
Less than five (5) years	Two (2) weeks	Four percent (4%)
Five (5) years or more	Three (3) weeks	Six percent (6%)
Ten (10) years or more	Four (4) weeks	Eight percent (8%)

19.02 Vacation Pay on Termination and Retirement

An employee terminating employment or upon retirement at any time in the vacation year shall be entitled to any outstanding vacation credits. Where the vacation taken exceeds the pro-rated vacation allotment for that year the Employer

will make the appropriate deduction for this vacation excess on the employee's final pay.

19.03 Vacation Schedule

Each Employee shall request their vacation by March 15th of each year. The Employer shall finalize the vacation schedule and post by April 1st. Vacations can only be altered thereafter by mutual agreement between the employee and the Employer. Vacations shall be granted in order of seniority within the bargaining unit during the Posting Procedure. Should an Employee not schedule their full vacation during the required scheduling period, vacation shall be granted on the first requested basis and shall be responded to within ten (10) working days. Employees may request vacation anytime during January 1st to December 31st. Vacation requests shall not be unreasonably denied taking into consideration operational needs. Employees may take up to two (2) consecutive weeks vacation at any one time between July 1st and Aug 31st.

19.04 Unbroken Vacation Period

Vacation entitlement shall be taken in periods of not less than complete weeks. Employees are entitled to use two (2) weeks of their vacation in individual one (1) day requests.

19.05 Vacation Carry Over

Employees shall be allowed to carry five (5) days of vacation time from one calendar year to the next calendar year, to be taken not later than March 31st. Vacation carry over must be approved by the Executive Director or designate.

19.06 Effect of Absence on Vacation Entitlement (Full-time Only)

Where an employee is absent from work, their annual vacation entitlement as defined in 19.01 above shall be reduced by one-twelfth (1/12) for each full calendar month of absence. Notwithstanding the above, progression through the vacation grid shall not be affected.

ARTICLE 20 – SICK LEAVE PROVISION

20.01 Sick Leave Defined

Pay for sick leave is for the sole and only purpose of protecting the Employee against loss of regular income when they are sick or disabled and unable to work or because of an accident for which compensation is not payable under the *Workers' Safety and Insurance Act*.

20.02 Amount of Paid Sick Leave

Full-time employees who suffer a non-occupational illness or injury which causes an absence from work are allocated up to twelve (12) paid sick days per calendar year in increments of not less than one half (½) day.

The entitlement of part-time employees to paid sick days shall be prorated in accordance with the Employer's policy.

It is agreed that full-time employees may carry over five (5) unused sick days, to a maximum of seventeen (17), within one calendar year, which may be used in the following year should the employee require additional days because of a longer term illness. It is agreed that any accrued and unused sick time has no monetary value and will not be paid out upon cessation of employment.

It is agreed that Part-Time employees may carry over three (3) unused sick days, to a maximum of eight (8) in one calendar year. It is agreed that any accrued and unused sick time has no monetary value and will not be paid out upon cessation of employment.

20.03 Sickness in Family

In an emergency when no one at home other than the employee can provide for the needs during illness of an immediate family member, an employee shall be entitled, after notifying their manager, to use up to three (3) paid sick leave days per calendar year. Upon request, the employee shall supply a medical certificate to confirm the illness.

20.04 Proof of Illness

The Employer may request a medical certificate for absence due to sickness or accident for absence of three (3) or more days, or at anytime where the Employer has reasonable grounds to suspect abuse of sick leave.

20.05 Notification of Absence

Absences for all staff must be reported to the Shelter Intake desk at least four (4) hours (Shelter) or one (1) hour (all other Programs) before commencement of their shift. Shelter Intake staff must notify the relevant program supervisor of the staff absence.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Convention, Union Functions or Seminar Pay Provisions

(a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions, union functions or seminars may be allowed leave of absence with pay and benefits if scheduled to work, such request shall not be unreasonably withheld. The Union shall reimburse the Employer for the amount of wages and benefits paid to the employee during the leave of absence upon request from the Employer not sooner than the first of the following month.

(b) No more than two (2) members of the bargaining unit shall be allowed off at the same time and no more than an aggregate total of twenty-four (24) days

in any calendar year. Additional days may be requested, and any request shall not be unreasonably denied.

21.02 Paid Bereavement Leave

An employee shall be granted up to ten (10) regularly scheduled consecutive work day's leave, three (3) of which will be without loss of pay or benefits, immediately following the death of any member of their immediate family, provided the employee was scheduled to work such days. Immediate family for the purposes of this provision shall include: the current spouse, son, daughter, sister, brother, father, mother, stepparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, grandchild, and step children of such employee.

An employee shall be granted a regularly scheduled work day's leave without loss of pay or benefits to attend the funeral of the employee's niece or nephew, cousin, aunt, or uncle.

An employee may hold one (1) of the above paid days to attend a funeral or memorial that occurs outside of the ten (10) days mentioned above.

21.03 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended or as covered under this Collective Agreement.

(a) (i) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(ii) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(iii) The Employee shall give at least two (2) weeks' notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 21.03 (g) Parental Leave.

- (b) An Employee who does not apply for leave of absence under 21.03 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 21.03 (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- (c) During the period of leave, an employee who is eligible to participate in the pension plans, life insurance plans, long-term disability (LTD), accidental death plans, extended health plans, and/or dental plans, may continue to participate in those plans, unless the employee elects in writing not to do so. The Employer will continue to make Employer contributions provided that, if employee contributions are required, the employee makes arrangements acceptable to the Employer regarding payment of the employee's portion of premiums for benefit coverage.
- (d) On her return to work the Employer shall reinstate the Employee to her position or if it does not exist provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began.

All Employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

- (e) An employee on leave shall receive notice from the Employer when the Employer has suspended or discontinued operations, at the same time other employees in the bargaining unit are notified. Any option selected by the employee with respect to such notification, shall take effect upon expiry of the approved leave of absence, unless otherwise mutually agreed.
- (f) Credits for service for the purpose of salary increments or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave. For the purposes of service progression as relates to vacation entitlement, absence due to pregnancy/parental leave shall not result in any loss of service and progression toward service related thresholds shall not be affected by such leave. For clarity, it is understood that vacation pay is not earned during pregnancy/parental leave.

Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave, as per the Parental Leave provisions of this Agreement, provided that notice to the Employer was given, in writing, of the intention to take parental leave when the request for pregnancy leave was made.

(g) Parental Leave

- (i) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of the parent for the first time. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the Employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (iv) An Employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks' written notice of the date the leave is to begin.
- (v) For the purposes of Parental Leave the provisions under 21.03 (a), (c), (d), (e), and (f) shall also apply.

21.04 Paid Jury or Court Witness Duty Leave

- a) If an employee is called for jury duty, serves as a member of a jury, or is subpoenaed as a witness to a court proceeding in which the Crown is a party, the employer will make up the difference between the jury duty or witness pay received and their earnings for scheduled hours for the period of absence.
- b) An employee who is subpoenaed to a tribunal or a judicial proceeding in connection with a case arising from the employee's duties with the Employer shall be compensated for the loss of earnings from employment less any witness fee received.

21.05 General Leave

An employee may apply, in writing, for a leave of absence without pay and without loss of seniority for personal reasons. The Employer may grant such request considering the reasons for the leave, the surrounding circumstances, and operational requirements.

The Employer agrees that it is mutually beneficial to the Employer and employees to improve the educational standards of the workforce. Accordingly, the Employer agrees that non-probationary employees who wish to further their education may, upon approval which will not be unreasonably denied, be permitted up to one (1) year of unpaid educational leave. Service and seniority shall be retained but not

accumulated nor shall the employee accrue vacation, sick leave or other accrued benefits. The employee shall have opportunity to continue participation in health and welfare benefit plans in which they are enrolled provided the employee makes full payment of the premiums. Upon completion of the leave, the employee shall be placed in their former position. The parties agree that the Employer shall not be obligated to grant such leave to more than one (1) employee at any one time.

21.06 Personal Leave Days

Each Employee covered by this Agreement shall have up to three (3) days unpaid leave each calendar year should such leave be requested, to attend to personal matters. Such day shall be taken at a time mutually agreed in advance between the Employee and the Employer.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall pay salaries and wages by-weekly by direct deposit in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each payday each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

22.02 Pay on Temporary Transfer, Higher Rated Job

Upon completion of probation, an Employee temporarily assigned to a classification paying a higher rate of pay, for a period of one (1) day or more, shall receive the starting rate of the new position grid or the first level on the new grid which is higher than the current rate of pay.

22.03 Pay on Temporary Transfer, Lower Rated Job

When an employee is temporarily assigned by the Employer to a position paying a lower rate, their rate shall not be reduced.

22.04 Automobile Allowance

It is recognized that some employees covered by this Agreement may be required as part of their normal duties and responsibilities to travel from one worksite to another. In no event shall an employee be required to transport individuals for the Employer in their personal vehicle as a condition of employment. Effective upon ratification, the Employer shall reimburse the employee for mileage at a rate established annually by the Canada Revenue Agency for the term of this collective agreement. (2022- \$0.61 for the first 5000 KM driven and \$0.55 per KM driven after that). The Employer will reimburse the employee for reasonable parking expenses, but not for expenses related to illegal parking.

22.05 Full-time, part-time, and casual employees

Those staff members who are in attendance at a staff meeting voluntarily, outside of regular work hours, will be compensated at their regular hourly rate of pay for the time spent in the meeting.

22.06 Shift Premium

A Shift Differential will not apply where the overtime and the premium rates apply. Overtime and shift differentials shall not pyramid under any circumstances.

Effective April 1, 2022, a shift differential of sixteen (\$0.16) cents per hour shall be paid for all hours worked on the 11:00 p.m. to 7:00 a.m. shift.

Effective April 1, 2023, increase shift premium from sixteen (\$0.16) cents per hour to thirty cents (\$0.30) per hour for all hours worked on the 11:00 p.m. to 7:00 a.m. shift.

Effective April 1, 2024, increase shift premium from thirty (\$0.30) cents per hour to forty-five cents (\$0.45) per hour shall be paid for all hours worked on the 11:00 p.m. to 7:00 am shift.

The above premiums will be paid retroactively for all employees and nonemployees.

ARTICLE 23 – JOB CLASSIFICATION AND RECLASSIFICATION

23.01 Changes in Classification

When a new bargaining unit classification is to be created or an existing classification within the bargaining unit is so substantially changed in job content that it constitutes a new classification, the Employer shall notify the Union and provide all relevant information concerning the proposed new or changed classification. The parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification provided that, should no agreement be reached between the parties then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined through the grievance and arbitration procedure.

ARTICLE 24 – BENEFIT PLANS

24.01 The Employer shall provide to all non-probationary full-time employees the following benefits, including dependent family coverage where requested, subject to coordination of spousal benefits:

1. Extended Health Care, including pay direct drug plan, for:
 - a) Unlimited prescription drugs.

- b) Up to seven hundred dollars (\$700) for hearing aids every five (5) years
 - c) Up to one thousand dollars (\$1000) for speech aids in a lifetime.
 - d) Up to three hundred dollars (\$300) for orthopedic shoes and orthotics every twelve (12) months.
 - e) Up to ten thousand dollars (\$10,000) per prosthesis for myoelectric arms.
 - f) One (1) external breast prosthesis every twelve (12) months.
 - g) Two (2) surgical brassieres every two (2) years.
 - h) Up to two thousand dollars (\$2000) per lifter for mechanical or hydraulic patient lifters every five (5) years (excluding electric stairlifts).
 - i) Up to two thousand dollars (\$2000) for outdoor wheelchair ramps in a lifetime.
 - j) One (1) blood-glucose monitoring machine in every four (4) years.
 - k) Up to seven hundred dollars (\$700) for transcutaneous nerve stimulator in a lifetime.
 - l) Up to one thousand five hundred dollars (\$1500) for extremity pumps for lymphedema in a lifetime.
 - m) Up to two hundred dollars fifty dollars (\$250) for custom-made compression hose in a calendar year.
 - n) Up to two hundred dollars (\$200) for wigs for cancer patients in a lifetime.
 - o) Unlimited diagnostic x-rays and lab tests
2. Vision Care including glasses, contact lenses and laser eye surgery up to three hundred dollars (\$300) every twenty-four (24) months, and one (1) eye examination every twenty-four (24) months.
 3. Paramedical Services (including Chiropractors, Physiotherapists, Psychologists/ Social Workers, Dieticians, Podiatrists, Speech Therapists, Massage Therapists, Acupuncturists, Naturopaths, Osteopaths) up to seven hundred fifty dollars (\$750) per year, per insured person, for each service.
 4. Dental Plan – Basic Service at current O.D.A. rate. Basic coverage at one hundred percent (100%) coverage for up to fifteen hundred dollars (\$1500) per calendar year, Major coverage at eighty percent (80%) coverage for up to fifteen hundred dollars (\$1500) per calendar year, Orthodontic coverage at sixty percent (60%) for up to fifteen hundred dollars (\$1500) in a lifetime. Basic dental services excludes oral hygiene instruction. Orthodontic coverage does not include services for adults.
 5. Employees Life Insurance Plan at two hundred percent (200%) of annual earnings to a maximum of one hundred thousand dollars (\$100,000) reducing by fifty percent (50%) at age sixty-five (65).

6. Accidental Death and Dismemberment Plan equal to the Life Insurance Plan.
7. Long-Term Disability Plan (Employee Paid) paid at sixty-six point six seven percent (66.67%) of monthly earnings to a maximum of six thousand dollars (\$6000) or eighty-five percent (85%) of pre-disability take-home pay, whichever is less.
8. Paid Employee Assistance Plan.

It is agreed that the above benefits reflect the Benefits Program for Salaried Employees of Cornerstone Community Association Durham Inc., effective August 1, 2017.

24.02 Retirement Savings

The Employer shall provide to all full-time and permanent part-time employees a matched contribution Group RRSP Plan, calculated on base salary, with the following contributions:

<u>Years of Service</u>	<u>Employer</u>	<u>Employee</u>
During Probation	0%	0%
After Probation – 2 years	1.0%	1.0%
Over 2 years	4.0%	4.0%

24.03 Part-Time in Lieu of Benefits

Part-time employees shall receive access to the paid Employee Assistance Program, life insurance in the amount of ten thousand dollars (\$10,000.00) and four percent (4%) of the regular rate of pay per hour worked above their regular rates of pay as set out in Schedule “A” hereto attached in lieu of benefits outlined in Article 24.01.

24.04 Workers’ Compensation Protection

All Employees shall be covered by *Workplace Safety and Insurance Act*. No Employee shall have their employment terminated as a result of absence from work with a compensable accident for a period of twenty-four (24) months.

24.05 Continuation of Rights and Benefits

- (a) An employee receiving payment for a compensable injury under Workers’ Compensation shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement for a period of twelve (12) months. After twelve (12) months an employee’s seniority will be retained but will not accumulate. While on Workers’ Compensation, the Employer shall continue to pay the Employer’s share of all premiums for Employee Benefit Plans for a period of twelve (12) months.
- (b) An employee receiving payment from the Long-Term Disability Plan shall be entitled to all benefits under this Collective Agreement for a period of twelve (12) months. While on Long-Term Disability, the Employer shall continue to

pay the Employer's share of all premiums for Employee Benefit Plans for a period of twelve (12) months.

24.06 Return to Work

An employee who is no longer deemed to have a compensable injury shall be placed in their former position and location, if applicable, with the Employer provided the time off does not exceed twelve (12) months for the purpose of location.

ARTICLE 25 – HEALTH AND SAFETY

25.01 Union/Employer Health and Safety Committee

- (a) A Joint Health and Safety Committee (JHSC) shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Joint Health and Safety Committee (JHSC) shall hold meetings on a quarterly basis or more frequently if requested by the Union or by the Employer, for jointly considering, monitoring, inspecting, investigating, reviewing, and improving health and safety conditions and practices. Where necessary, a meeting can proceed with a minimum of 1 Union and 1 Employer representative. The JHSC shall develop mutually agreed upon Terms of Reference. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The Committee shall receive a copy of any incident or accident investigation report.
- (b) The JHSC shall:
- Review the Terms of Reference annually
 - Conduct workplace inspections monthly or as otherwise agreed to by the JHSC through its Terms of Reference.
 - Identify potential dangers and hazards including incidents of violence and to be involved in all health and safety inspections and testing.
 - Review all health and safety incidents and recommend means of improving health and safety programs.

The Employer recognizes that staff safety and security is a matter of significant mutual interest and agrees to discuss best practices at JHSC meetings.

- (c) Time for such representatives of the committee to attend meetings, prepare for meeting, attend training, conduct inspections or investigations, shall be granted, and shall be paid at their regular or premium rate that applies. Bargaining unit members of the JHSC shall be allowed one (1) hour preparation time prior to any JHSC meeting or such longer time as may be agreed by the committee from time to time.

- (d) The JHSC will be provided such information and assistance as may be required for the purpose of carrying out any inspection or otherwise required by the OHSA.
- (e) A representative shall have power to identify situations that may be a source of danger or hazard to employees and make suggestions to the JHSC.
Removed (s)
- (f) The Union agrees to co-operate to obtain the full co-operation of its membership in the operation of all safety rules.

25.02 Boot Allowance

- a) The Employer shall provide payment to those employees required by the Employer to wear CSA approved safety footwear to a maximum of one hundred twenty dollars (\$120.00) in any two (2) year period, subject to proof of cost prior to purchase and receipted proof of payment. Effective April 1, 2023, the Employer shall provide payment to those employees required by the Employer to wear CSA approved safety footwear to a maximum of two hundred dollars (\$200.00) in any two (2) year period, subject to proof of cost prior to purchase and receipted proof of payment.

Maintenance Coverall Allowance

- (b) The Employer shall provide payment to employees within the Maintenance program requiring protective coveralls to a maximum of fifty (\$50.00) in any two (2) year period subject to proof of cost prior to purchase and receipted proof of payment. Effective April 1, 2023, the Employer shall provide payment to employees within the Maintenance program requiring protective coveralls to a maximum of seventy-five (\$75.00) in any two (2) year period subject to proof of cost prior to purchase and receipted proof of payment.

- 25.03
- 1) In addition to Personal Protective Equipment (PPE) supplies required for regular use, the Employer agrees to maintain a one (1) month secured supply of all Pandemic PPE supplies on the Employer's property. Such supplies shall include, but not be limited to, hand sanitizer, cleaning products, appropriate gowns, gloves, and N-95 masks.
 - 2) The Employer shall work with the Joint Health and Safety Committee to determine:
 - all Pandemic PPE supplies required
 - the amount of Pandemic PPE supplies necessary for the one (1) month supply
 - replacement of Pandemic PPE supplies when any supply expires
 - any required training for Pandemic PPE supply use and fit testing for N-95 masks

- 3) The one (1) month supply must account for all employees, clients and visitors that may be required to utilize the supplies during a Pandemic.

ARTICLE 26 - TECHNOLOGICAL CHANGE

- 26.01 a) The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status or working conditions of employees within the bargaining unit.
- b) The parties will meet to discuss the technological changes, what they will entail and the implementation of article 26.02.
- 26.02 Where new or greater skills are required as a result of the introduction of technological change, employees shall be given a period of training to acquire the skills necessary for the new method of operation. There shall be no reduction in normal earnings during the training period of any such employee. Training shall be given during the hours of work whenever possible.

ARTICLE 27 – JOB SECURITY

27.01 Restrictions on Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, layoff of any employees results from such contracting out.

ARTICLE 28 – GENERAL CONDITIONS

28.01 Bulletin Boards

The Employer shall provide bulletin boards that shall be placed in a location so that all Employees will have access to them and upon which the Union shall have the right to post meetings and such other notices as may be of interest to the Employees. Such notices must be approved by the Executive Director or designate prior to posting.

28.02 No Strike or Lockout

The Union agrees that there will be no strike and the Employer agrees there will be no lockout as those terms are defined and interpreted under the *Labour Relations Act* as long as the Collective Agreement continues to operate.

28.03 Personnel Records

An employee shall have the right, with reasonable notice at any time, to have access to review their personnel record in the presence of the Executive Director or designate.

An employee shall have the right to request copies of any material contained in his/her personnel record, which copies will be provided within a reasonable period of time by the Employer. The personnel file is property of Cornerstone Community Association Durham Inc. and removal of any documentation will not be permitted for any purpose without written approval of the Executive Director or designate.

28.04 Performance Appraisal

- (a) A copy of each performance appraisal shall be given to an employee and a copy shall be placed on their file.
- (b) An employee who objects to their performance appraisal may elect to attach a statement to the document setting out the details of and reasons for those objections.

ARTICLE 29 – COPIES OF AGREEMENT

29.01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer or the Union shall print sufficient copies of the Agreement within thirty (30) days of signing at fifty percent (50%) shared cost.

ARTICLE 30 – GENERAL

30.01 The parties to this Collective agreement agree that the Collective Agreement will be written in gender neutral language.

Where any personal pronoun is used in this Agreement, it shall mean and include all gender pronouns where the context so applies.

30.02 Change of Address

It shall be the duty of the Employee to notify the Employer promptly of any change of address or phone number. Should an Employee fail to do this, the Employer shall not be responsible for the failure of any notices that may be required under the terms of this Agreement to reach the Employee.

30.03 Working Day Defined

Working days are defined as the business days of Monday to Friday, excluding statutory holidays and weekends.

ARTICLE 31 – TEMPORARY EMPLOYEES

31.01 Definition

A temporary full time Employee is a person hired for a period of not more than six (6) months. Where a longer period is required, such as coverage for a pregnancy/parental leave of one year's duration, this shall be arranged in advance by mutual consent of both parties to this Collective Agreement.

31.02 Condition of Hiring

A temporary employee will be hired only to replace a regular employee who is absent on a leave of absence approved by the Employer, or for special tasks or projects, or when temporary funding is available. The Employer agrees to advise, and meet with the Union if requested to discuss, the reasons for the temporary position and the expected duration.

31.03 A temporary Employee will be covered by all terms of the Collective Agreement with the exception of:

(a) Article 13 – Seniority

However, should a temporary Employee be hired for a regular job in the same classification, Article 13 shall apply with the last date of hire becoming their seniority date.

(b) Article 14 – Promotion and Staff Changes

However, a temporary Employee may apply and will be given consideration for the job if no senior Employee, with seniority, has applied and received the job.

(c) Article 15 – Lay-off and Recall

(d) Article 20 – Sick Leave

(e) Article 21 – Leave of Absence

(f) Article 24 – Benefits

(g) Article 20, 21 and 24 will apply to those temporary Employees whose term of employment exceeds twelve (12) months as above.

(h) Where temporary Employees meet the requirements of the *Employment Standards Act*, they will receive the paid holidays listed in Article 18.

(i) Temporary Employees shall receive four percent (4%) of salary for vacation pay each pay period. When a temporary Employee receives a regular position then they shall be entitled to vacation as in Article 19 with their anniversary date being the last date of hire.

ARTICLE 32 – PROFESSIONAL DEVELOPMENT

- 32.01 The parties recognize the importance of continuing professional development opportunities that will enable staff to keep abreast of new ideas.
- 32.02 The Employer will therefore endeavour to budget funds to enable each employee in the bargaining unit to participate in professional development.
- 32.03 The Employer and employees will endeavour to find time to enable each employee in the bargaining unit to participate in professional development.
- 32.04 The Employer will oversee the distribution of professional development funds to staff having regard to such factors as the size of the available budget, cost of the conference or experience suggested by the individual employee, and its relevance to the employee's immediate duties and longer term career plans.
- 32.05 It is understood that final responsibility for the approval of individual Professional Development proposals shall rest with the Employer.
- 32.06 The parties agree that the Labour Management Committee is an appropriate forum for the discussion of professional development in regard to:
- The importance of professional development.
 - The budgeting of funds to enable each employee to participate.
 - The scheduling of time to participate in professional development activities; and,
 - The distribution of professional development funds.


ARTICLE 33 – TERM OF AGREEMENT AND RETROACTIVITY

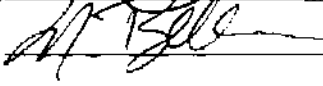
33.01 Duration


This Agreement shall be binding and remain in effect until March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days of the expiry date of the Agreement.

SIGNED AT OSHAWA, ONTARIO THIS 9th DAY OF November 2022

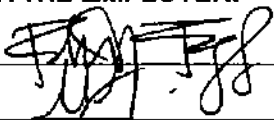
FOR THE UNION:







FOR THE EMPLOYER:



LETTER OF UNDERSTANDING

between

**Canadian Union of Public Employees
and its Local 2936**

and

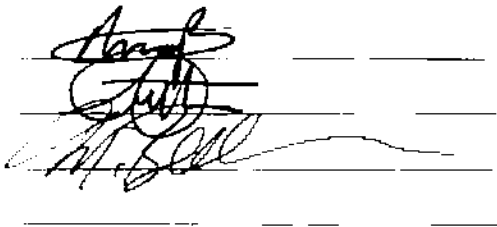
Cornerstone Community Association Durham Inc.

RE: VIDEO SURVEILLANCE

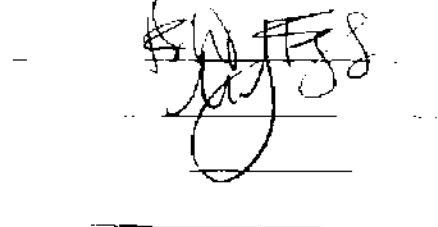
The Employer agrees that video cameras will not be used in areas where there is a reasonable expectation of privacy of employees. The Employer agrees that cameras will not be used against employees for minor infractions. The Employer further agrees to notify the Union of the location of all surveillance cameras. In the event the Employer decides to install other cameras or change the location they will seek prior input from the Union regarding relocation.

SIGNED AT OSHAWA, ONTARIO THIS 9th DAY OF November 2022

FOR THE UNION:



FOR THE EMPLOYER:



LETTER OF UNDERSTANDING

between

**Canadian Union of Public Employees
and its Local 2936-15**

and

Cornerstone Community Association Durham Inc.

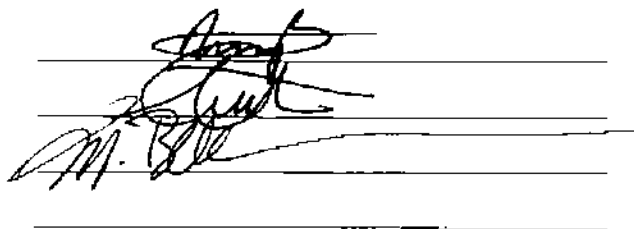
RE: WORK SCHEDULES

The Employer and the Union recognize that work schedules are a matter of mutual concern and together agree to discuss at Labour Management meetings the possibilities of various different methods of scheduling. Implementation of new scheduling methods may be developed or proposed on a departmental basis. Any proposal from staff regarding scheduling must have sixty-six percent (66%) of the program staff team in agreement to the change. Any proposed scheduling methods will not be unreasonably denied.

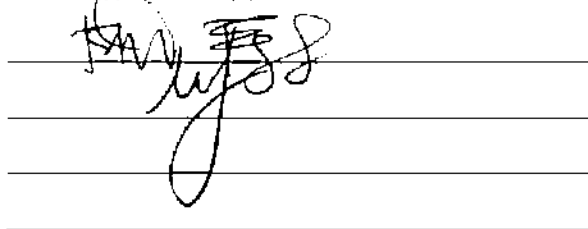
When changes in the hours of work detailed in Article 16.01 (b) are expected to be required, discussion regarding the feasibility and implementation of such changes will occur at Labour Management meetings in advance.

SIGNED AT OSHAWA, ONTARIO THIS 9th DAY OF November 2022

FOR THE UNION:



FOR THE EMPLOYER:



LETTER OF UNDERSTANDING

between

**Canadian Union of Public Employees
and its Local 2936**

and

Cornerstone Community Association Durham Inc.

RE: PAY EQUITY MAINTENANCE

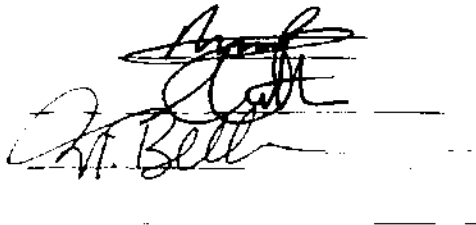
The parties understand the legal obligation to ensure Pay Equity maintenance is completed on a regular basis and, to assist the parties in their roles, there is agreement to meet within 90 days of the ratified contract to negotiate a Terms of Reference and Evaluation Tool. The Parties shall establish a workplan to:

- obtain job information for incumbents and the gathering of job descriptions.
- the training of the joint committee and evaluating the classifications with the aim of ensuring a current pay equity plan that will be communicated to the parties.

CUPE will have the assistance of a Job Evaluation Specialist to aid in this process. Discussion will occur throughout the process to document when classifications underwent significant change which may affect the retroactive adjustments to meet pay equity compliance.

SIGNED AT OSHAWA, ONTARIO THIS 9th DAY OF November 2022

FOR THE UNION:


Chris Bell

FOR THE EMPLOYER:



LETTER OF UNDERSTANDING

between

**Canadian Union of Public Employees
and its Local 2936**

and


Cornerstone Community Association Durham Inc.


RE: INCLEMENT WEATHER


- a) An Employee shall make every reasonable effort to attend at the workplace during periods of inclement weather. However, if an Employee is unable to get to work due to local police authorities recommending that motorists stay off the roads, the employee must notify management immediately.
- b) The employer may if possible, find accommodations for the employee to work from home who are unable to come into the office.
- c) No employee would be expected to travel to meet clients under conditions of A.
- d) No Employee shall be forced to come into office if the factors in A apply.

SIGNED AT OSHAWA, ONTARIO THIS 11th DAY OF November 2022


FOR THE UNION:

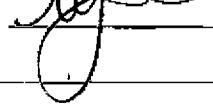






FOR THE EMPLOYER:





SCHEDULE "A" - BARGAINING UNIT SALARY WAGE GRID

Agreed Annual Increases (All retroactivity to be paid within 60 days of ratification by both parties)

Year starting %
 April 1, 2022 4.5% - with retroactive application
 April 1, 2023 3% - across the board
 April 1, 2024 2.5% - across the board

Class	Position(s)	Year starting	Starting	1st	2nd	3rd	4th/Max.
A	CRF Program Coordinator	Previous -Apr -21	55 333 52	56 99 80	58 266 11	59 734 30	61 198 68
	Senior Housing Coordinator		26 60	27 31	28 01	28 72	29.42
	Community Outreach Coordinator	1-Apr-22	57,823.53	59,384.70	61,166.18	63,184.60	65,459.18
			27 80	28 55	29.41	30 38	31.47
		1-Apr-23	59,558.24	61,166.24	63,001.17	65,080.14	67,422.96
			28 63	29.41	30 29	31 29	32.41
		1-Apr-24	61,047.19	62,695.40	64,576.19	66,707.14	69,108.53
			29 35	30 14	31 05	32.07	33.23
B	CRF Senior Caseworker	Apr 21	50 532 60	5 998 89	53,465 19	54 931.48	56,397.77
			24 29	25.00	25 70	26.41	27 11
		1-Apr-22	52,806.57	54,365.25	56,133.03	58,126.69	60,365.54
			25 39	26 14	26 99	27 95	29 02
		1-Apr-23	54,390.76	55,996.21	57,817.02	59,870.49	62,176.51
			26 15	26 92	27.80	28 78	29.89
		1-Apr-24	55,750.53	57,396.11	59,262.45	61,367.25	63,730.92
			26 80	27 59	28 49	29.50	30 64

C	Itinerant Housing Support Case Manager	Previous	45 747.57	47,224.30	48 699.83	50,176.58	51 652.12
	Shelter Team Leader		21.99	22.70	23.41	24.12	24.83
	CRF Program Case Worker	1-Apr-22	47,806.21	49,374.25	51,141.85	53,126.16	55,346.83
	Homelessness Resource Advocate		22.98	23.4	24.59	25.54	26.61
	Community Outreach Case Manager	1-Apr-23	49,240.40	50,855.48	52,676.11	54,719.94	57,007.23
	Community Outreach and Family		23.67	24.45	25.33	26.31	27.41
	Case Manager	1-Apr-24	50,471.41	52,126.86	53,993.01	56,087.94	58,432.42
	Street Outreach Case Manager		24.27	25.06	25.96	26.97	28.09
C2	Maintenance supervisor	Previous 1-Apr-21	44,191.60	45 615.28	47,037.83	48,461.58	49,884.07
			21.25	21.93	22.61	23.30	23.98
		1-Apr-22	50,360.22	52,007.81	53,865.32	55,950.78	58,284.82
			24.21	25.00	25.90	26.90	28.02
		1-Apr-23	51,871.03	53,568.04	55,481.28	57,629.30	60,033.36
			24.94	25.75	26.67	27.71	28.86
		1-Apr-24	53,167.80	54,907.25	56,868.31	59,070.04	61,534.20
			25.56	26.40	27.34	28.40	29.58

D	Community Service Worker	1-Apr-21	41 308.95		43 96,34	45,285.42	46,610.50
	Overnight Community Service Worker			20.50		21.77	22.41
		1-Apr-22	43,167.85	44,575.41	46,162.59	47,944.77	49,939.58
			20.75	21.43	22.19	23.05	24.01
		1-Apr-23	44,462.89	45,912.67	47,547.47	49,383.11	51,437.77
			21.38	22.07	22.86	23.74	24.73
		1-Apr-24	45,574.46	47,060.49	48,736.15	50,617.69	52,723.71
					23.43	24.34	25.35
E	Maintenance Coordinator/Worker		39,141.39	40 607.68	42 073.98	43,540.27	44 998.0
	Housing Administrative Assistant		18.82	19.52		20.93	21.63
		1-Apr-22	40,902.75	42,455.47	44,194.51	46,137.36	48,304.03
			19.66	20.41	21.25	22.18	23.22
		1-Apr-23	42,129.83	43,729.13	45,520.35	47,521.48	49,753.15
			20.25	21.02	21.88	22.85	23.92
		1-Apr-24	43,183.08	44,822.36	46,658.35	48,709.52	50,996.98
			20.6		22.43	23.42	24.52

F	Part-time Community Service Worker						
		1-Apr-22					
		1-Apr-23					
		1-Apr-24					
G	Full-time Kitchen Cook/Assistant					35,109.45	
	Part-time Cook	1-Apr-22	35,727.90	37,167.73	38,777.09	40,572.47	42,572.69
						51	20.47
		1-Apr-23	36,799.74	38,282.76	39,940.40	41,789.64	43,849.87
						20 9	
		1-Apr-24	37,719.73	39,239.83	40,938.91	42,834.39	44,946.12
							21.61

H	Maintenance Worker Cleaner		30,967.45	31,921.63	32,832.43	33 808 30	35,478 11
			14.89		15	16.25	17 06
		1-Apr-22	35,277.53	36,385.24	37,636.89	39,044.51	40,621.91
					18.09	18.77	19.53
		1-Apr-23	36,335.86	37,476.80	38,766.00	40,215.85	41,840.57
					18.64		20.12
		1-Apr-24	37,244.25	38,413.72	39,735.15	41,221.24	42,886.58
				18.47			20.62

Notes:

1. Part time wage grid advancement based on 1920 hours for each increment.
2. There will be minor variances on the annualized salary and hourly rate due to rounding.