

# **COLLECTIVE AGREEMENT**

between

**INCORPORATED SYNOD OF THE  
DIOCESE OF OTTAWA**

And

***CUPE·SCFP***

**CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 5381**

January 1, 2022 – December 31, 2025

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## **PREAMBLE**

The Parties recognize and acknowledge that the work of the employees that are members of the Canadian Union of Public Employees Local 5381 takes place on the traditional unceded and unsurrendered territory of the Algonquin Anishinaabe People.

## **ARTICLE 1 – PURPOSE OF THE AGREEMENT**

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

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

### **Definitions**

#### **1.01 Employer**

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

#### **1.02 Union**

Canadian Union of Public Employees and its Local 5381.

#### **1.03 Employee Status**

An Employee's status is defined as: Full-time, Part-time, Term, Contract or, Relief.

#### **1.04 Full-time Employee:**

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

**1.05 Part-time Employee:**

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

**1.06 Relief Employee:**

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

A Relief Employee meets all the following conditions:

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

**1.07 Contract Employee:**

A Contract Employee is one who is hired for the duration of a project or specially funded position, to provide a service to the Employer not normally performed by the members of the Bargaining Unit. Bargaining Unit members may identify a special project that they would like to develop by submitting a written proposal to the Employer for review and consideration.

A Contract Employee meets the following criteria:

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

**1.08 Term Employee:**

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

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

A Term Employee:

- i. is scheduled to work the hours of the Full-time, or, Part-time Employee who normally occupies the position;
- ii. fills a position which has a date of termination, usually determined by the return of the Full-time, or, Part-time Employee who normally occupies the position;
- iii. has agreed to remain in the position for the full duration of the term unless they choose to return to their original position and give the Employer no less than four (4) weeks' notice in writing or if a regular position becomes available.

Term Employees occupying a term position shall be eligible to vacate a term position early to accept another term position one time only during a one (1) year period. A one (1) year period is defined as a calendar year for purposes of this Agreement.

An employee currently in a Term position will be eligible to accept another term position under the following conditions:

- The second term they accept in a calendar year shall be a minimum of six (6) months in length
- They agree to fulfill the entire contract length of the second term position, unless they provide four (4) weeks' notice and return to their regular permanent position as set out above.

Employees who are applying to a term position, will be considered as per Article 14.04 of the Collective Agreement in order of seniority and based on full evaluation of their interview and application materials where applicable.

A Term employee moving from one term position to another may be asked by the manager to remain in the position for a maximum of two (2) weeks while the manager works to backfill the contract that is being vacated early. If the vacancy created requires a posting time of seven (7) days and an interview process, or there are extenuating circumstances for one or both Parties, the Employer reserves the right to ask the Employee vacating the term early to remain in the term, up to a maximum of three (3) weeks.

The Employer will work with the employee leaving a term position early to ensure the least disruption reasonably possible to the service.

Should an employee vacate a term early to accept another term position, and they have taken more vacation or sick leave than they had accrued by the time they leave their term position, their final pay may be docked or their vacation balances will be recalculated at the applicable rate and based upon their entitlements. If required, Employer will work with the Employee to establish a repayment plan so as not to create undue hardship to the employee. The Employee will receive a new vacation and/or sick leave entitlements for their newly accepted term position.

#### **1.09 Work Week:**

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

#### **1.10 Employee Classifications:**

Employee Classifications Current classifications are:

- i) Front Office Worker
- ii) Support Worker - Full-time and Part-time
  - a) The Support Worker - Full-time classification is subdivided into the following portfolios: Intake and Assessment, and General Support Worker.
- iii) Support Worker – Relief
- iv) Case Manager – Full-time classification is subdivided into the following portfolios: General Case Manager, Mental Health, Diversion and Housing, and Direct Engagement
- v) Cook - Full-time
- vi) Cook - Part-time
- vii) Cook – Relief
- viii) Food Service Coordinator

- ix) Maintenance Worker
- x) Janitorial Services Worker

And any all other new classifications that may be introduced from time to time through the Job Evaluation Plan under the terms of Article 3 – Recognition

### **1.11 Days**

The term “days” means business days unless otherwise stated. Business days exclude Saturdays, Sundays and Paid Holidays.

### **1.12 Family Relationships:**

#### **a) Spousal Status**

Shall be understood to arise from marital relationships or common-law relationships which meet the requirements of the *Family Law Reform Act February 2000* concerning length of cohabitation and same sex relationships with equal length cohabitation.

#### **b) Dependency**

Will arise where there are children who are the natural or adoptive children of an employee and a cohabitating partner or where there are children of the spouse of an employee as defined in (a) above.

The same sex spousal relationships as defined in (a) above shall be understood to give rise to all the same consequential relationships as opposite sex spousal relationships, as defined in (a) above.

## **ARTICLE 2- EMPLOYER RIGHTS**

### **2.01**

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

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

## **ARTICLE 3- RECOGNITION**

### **3.01 Bargaining Agent**

The Incorporated Synod of the Diocese of Ottawa recognizes the Canadian Union of Public Employees and its Local 5381 as the sole and exclusive bargaining agent of all of its Employees of Cornerstone/Le Pilier in the City of Ottawa, save and except Administrative Staff, Officers, Coordinators, Managers, and those above the rank of Managers.

*Clarity Note: notwithstanding the foregoing, the Food Services Coordinators and Case Managers are in the bargaining unit.*

### **3.02 Work of the Bargaining Unit**

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

### **3.03 No Other Agreements**

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

### **3.04 Right of Fair Representation**

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

### **3.05 Mandatory Union Membership**

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

### **3.06 Volunteers**

#### **Volunteers and Volunteer Recruitment**

Volunteers and placement students may from time to time assist the members of the Bargaining Unit in the performance of their duties. Volunteers and placement students shall not be asked or required to perform the full range of duties performed by a member of the Bargaining Unit.

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

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

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

## **ARTICLE 4 – HARASSMENT/DISCRIMINATION**

### **4.01 No Discrimination**

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

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

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

The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any Employee because of their membership in the Union, their activities on behalf of the Union, or by reason of exercising a right under the terms of the Collective Agreement.

## **ARTICLE 5-CHECK-OFF OF UNION DUES**

### **5.01 Check-Off Payments**

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

### **5.02 Dues or Assessments Deductions**

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

### **5.03 Employer Save Harmless**

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

## **ARTICLE 6 – NEW EMPLOYEES**

### **6.01 Employees/Union Agreement**

The Employer agrees to acquaint potential Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

A representative of the Union shall be given an opportunity to meet with new Employees to acquaint the new Employee with the role of the Union. This meeting may be held for up to thirty (30) minutes during the orientation period carried out by the Program Manager. The Program Manager will inform the Union in advance about the time set aside for this meeting. The new Employee will be paid for the time spent in this meeting as part of their paid orientation. The Union representative shall not lose any pay for time spent in this meeting during their hours of work.

## **6.02 Offer of Employment and Orientation**

- a) Upon the hiring of a new Employee, the Employee will be provided with a written confirmation of the terms of their employment. These terms shall include but not be limited to:
- start date
  - hours of work
  - classification
  - benefits
  - hourly rate of pay
  - end date in the case of a “Term” or “Contract” Employee
  - probationary period date end and start
  - job description
  - Employer policies and procedures
  - hiring is conditional upon confirmation of criminal record check for the vulnerable sector

The Union shall be given a copy of this letter.

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

## **ARTICLE 7 - CORRESPONDENCE**

### **7.01 Correspondence**

All correspondence between the Parties arising out of this Agreement shall pass to and from the Employer's designate and the President, Vice President, Recording Secretary of the Union, the C.U.P.E. National Representative and the Director of Human Resources or their designate.

## **ARTICLE 8- JOINT COMMITTEES**

### **8.01 Composition of the Committees and Meetings**

It is agreed that two Joint Committees, the Labour-Management Committee and, the Workplace Health and Safety Committee, will be established with equal representation from both the Union and the Employer on each committee. Each committee will meet monthly or as needed and mutually agreed upon by both Parties.

Time spent in these Joint Committee meetings by members of either of these Joint Committees will be considered as time worked and paid at the straight time hourly wage. Time spent on work of the Committee that is done outside of Joint Committee meetings must receive the prior approval of the Committee member's manager before such time will be paid, save and except the one (1) hour paid preparation time for each Joint Health & Safety Committee meeting. Time requested shall not be unreasonably denied.

Both Parties will ensure that representatives are promptly replaced on, at least, an interim basis.

## **8.02 Labour/Management Committee**

### **a) Purpose of Committee**

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

### **b) Representation on Committee**

The Committee shall consist of three (3) representatives from the Union and three (3) representatives from the Employer, with the right to substitute representatives due to illness, leave, or scheduling if necessary. The Committee shall enjoy the support of both Parties. An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **c) Meetings of Committee**

The Committee shall meet monthly or as needed. Proposed agenda items will be exchanged by the Parties one (1) week in advance. Minutes of each meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. These minutes will also be shared with the membership following the signing of the chairpersons as soon as possible on the shared drive.

### **d) Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the

power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

### **8.03 Workplace Health and Safety Committee**

#### a) Committee

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

#### b) Health and Safety

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

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

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

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

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

### **8.04 Workplace Aggression and Violence**

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

On a regular basis, the Employer will provide mandatory training in the understanding, diffusion, prevention and handling of aggressive and/or violent behaviour. This training will be at the Employer's expense. Regular updates in matters of workplace safety will be provided through avenues such as staff meetings or through the auspices of the Occupational Health and Safety Committee. Employees who without reasonable explanation do not attend mandatory training shall be required to obtain the training through an approved provider at their own expense. The Employer shall provide eight (8) weeks of advance notice by email to the Employee's Cornerstone email address.

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

The Employer shall have the ability to undertake a defusing and debriefing with Employees following incidences of extreme acts of aggression, violence or critical incidents.

Timely and confidential debriefing counselling with the purpose to support the affected Employees will be made available by trained practitioners, who are not representatives of the Employer, to Employees who have been exposed to violence.

## **ARTICLE 9- BARGAINING RELATIONS**

### **9.01 Collective Bargaining Representatives**

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

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

### **9.02 Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the local Union and a representative of the National

Union. The Union will advise the Employer of the Union members of the Committee, and/or, of any changes thereafter.

### **9.03 Meeting of Committee**

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

### **9.04 Bargaining Relations - Technical Information**

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

- i) job descriptions;
- ii) number of positions in the Bargaining Unit;
- iii) insurance policies or other plans or documents concerning benefits in force for members of the Bargaining Unit.
- iv) the Employer will consider requests for any information the Union feels it needs in order to negotiate the Collective Agreement.

### **9.05 Time Off for Collective Bargaining**

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

No member of the Union shall suffer a loss of salary, wages, benefits or seniority as a result of time spent in negotiations, conciliation, mediation or arbitration of a Collective Agreement. A member of the bargaining team shall not be required to work a shift beginning or ending within twelve (12) hours of a negotiation, conciliation, mediation or arbitration session.

If a Part-time or Relief Employee is a bargaining team member and misses an available shift due to negotiations, the Employee shall be paid for the hours of work they were scheduled to work.

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

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

Notwithstanding Article 16.06, should negotiations for which an Employee is booked off be cancelled or if it ends prematurely, they shall remain off and their replacement will complete the shift as scheduled. If the cancellation was initiated by the Union, the Union shall be responsible to pay any additional costs incurred by the Employer. If cancelled by the Employer or by mutual consent, the Employer will pay. This Article does not apply if the Employee is given a minimum of twelve (12) hours notice of shift cancellation.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.01 Recognition of Union Stewards and Grievance Committee**

There shall be four (4) Union Stewards for the Bargaining Unit. The Union Stewards shall be entitled to represent any Employee at grievance procedure meetings. The Union Stewards may assist any Employee in preparing and presenting a grievance in accordance with the grievance procedure. If mutually agreed by the Parties, additional Stewards may be added upon demonstrated need.

### **10.02 Name of Stewards**

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

### **10.03 Grievance Committee**

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

### **10.04 Grievance Procedure**

#### **a) Definition of Grievance**

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

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

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

#### Step 1

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

#### Step 2

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

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

A grievance arising from a suspension or discharge may be filed at Step two (2) of the grievance procedure.

### **10.05 Submission to Arbitration - Mediation**

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

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

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

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

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

#### **10.06 Policy Grievance**

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

#### **10.07 Group Grievance**

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

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

#### **10.08 Replies in Writing**

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

#### **10.09 Attendance at Grievance and Arbitration Procedure**

- a) The grievor and/or a Union steward, Union President or the President's designate shall suffer no loss of pay as a result of a discussion or a meeting under the grievance procedure. It is agreed that this provision does not authorize preparing for complaint, grievance or arbitration procedures during working hours.

- b) Where an arbitration or mediation is convened:
- i) An Employee required to give evidence at the arbitration or required to give their version of events at a mediation shall be allowed time off to attend the arbitration or mediation without loss of pay. The Employee shall return to work following the completion of their attendance at the hearing. The Parties will cover the respective costs of their witnesses' attendance. For the Union witnesses, the Employer shall invoice the local Union for the actual cost of replacing the Employee.
  - ii) Where the Union President or a designate attending an arbitration hearing or mediation shall suffer no loss of pay and shall return to work following the completion of their attendance at the hearing.
  - iii) A grievor attending an arbitration hearing or mediation during a scheduled shift shall suffer no loss of pay and shall return to work following the completion of their attendance at the hearing.
  - iv) It is understood for the purposes of this Article, the Employee scheduled to work the midnight shift prior or after the day of the arbitration or mediation shall wherever possible reschedule their shift. In any event, the Employer shall not be responsible for costs of replacement staff on the said midnight shift for Union witnesses.
  - v) If any of the above attendees at an arbitration choose to be away from work beyond the conditions noted, the Union may choose to assume responsibility for the additional staff coverage. In this case, arrangements will be made with the Employer in advance and the Employer will bill the Union for any actual costs associated.

## **ARTICLE 11- ARBITRATION**

### **11.01 Arbitration**

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

### **11.02 Failure to Appoint**

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

### **11.03 Decision of the Arbitrator**

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

### **11.04 Disagreement on Decision**

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to reconvene the hearing within seven (7) days to clarify their decision.

### **11.05**

#### **(a) Expenses of the Arbitrator**

Each Party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Arbitrator.

#### **(b) Expenses of the Mediator**

Each Party shall pay one-half ( $\frac{1}{2}$ ) of the fees and expenses of the Mediator.

### **11.06 Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent in writing of the Parties.

### **11.07 Witnesses**

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

### **11.08 Expedited Arbitration**

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

## **ARTICLE 12- DISCHARGE AND DISCIPLINE**

### **12.01 Discharge and Discipline Procedure**

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

### **12.02 Process**

- a) An Employee shall be accompanied by a Steward or Union representative at any disciplinary meeting with the Employer where the Employee is disciplined or discharged. An Employee may in writing advise the Union and the Employer of their decision not to have Union representation. All time spent at such a meeting shall be considered time worked.
- b) The Employer shall provide one (1) day of notice of any meeting where an Employee will be disciplined or discharged. Prior to providing this notice, the Employer shall arrange for Union representation at the meeting. The notice shall include the Employee's right to have a Union representative present at the meeting and it shall state the time and date of the meeting. The letter of discipline or discharge with reasons for same will be provided at the meeting.
- c) If an occasion arises whereby the Employer decides that it is appropriate to remove the Employee from the workplace pending an investigation, then the Employee shall be placed on administrative suspension with regular pay pending the outcome of that investigation. The Employee and the Union representative shall be provided with a copy of the notice of administrative suspension with pay within one (1) day of the suspension.
- d) Any meeting with an Employee regarding discharge, suspension or discipline shall be held in a location that provides privacy for the Employee.
- e) Nothing in the foregoing precludes the Employee or the Union from meeting informally with the Employer prior to any disciplinary meeting. If during any informal meeting the Employee feels the discussion is becoming disciplinary

in nature, they will have the right to ask for a union representative to be present

### **12.03 Notification of Discipline or Discharge**

The Employer shall provide notice of discipline or discharge with reasons for same in writing to the Employee with a copy to the Secretary of the Union within a reasonable period following the incident giving rise to the discipline or discharge. Where the investigation of an incident or any matter that may result in discipline or discharge is anticipated to take longer than ten (10) days, the Employer shall advise the Union in writing of the anticipated timeframe for completing the investigation that may lead to disciplinary action or discharge.

### **12.04**

#### **a) Access to Personnel Records**

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

#### **b) Contents**

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

#### **c) Confidentiality**

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

Where an Employee desires information in their personnel record to be disclosed to a third Party, the Employee will sign a release authorizing the Employer to do so.

#### **d) Copies of Documents**

An Employee shall receive a copy of any document which is a part of their personnel file. Personnel file documents of which the Employee was not aware at the time of the related matter, cannot be used against the Employee.

### **12.05 Clearing of Record**

Oral and written warnings shall be removed from an Employee's file, twelve (12) months after the most recent related incident which gave rise to the discipline.

In the case of suspensions without pay, the letter of censure shall be removed from the Employee's file eighteen (18) months after the most recent related incident which gave rise to discipline.

### **12.06 Progressive Discipline**

Generally, a concern regarding an Employee work performance shall first be discussed with the Employee. If the matter or concern complained of is not corrected the Employer may issue a verbal warning, followed by a written warning or suspension or discharge.

Notwithstanding the above, depending on the nature or severity of the conduct any of these steps may be skipped.

### **12.07 Performance Management**

Any documentation pertaining to a concern about an Employee's work performance must be processed within a reasonable time of coming to the attention of the Manager. Written or personal notification must be given to the Employee within a reasonable time of the concern coming to the attention of the Manager.

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

Any signature required by the Employer will indicate only that the Employee has seen the document and not necessarily that they agree with it.

### **12.08 Performance Appraisals**

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

## **ARTICLE 13- SENIORITY**

### **13.01 Seniority Defined**

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

### **13.02 Seniority List**

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

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

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

### **13.03 Probation/Trial Period**

- a) A newly hired Full-time or Part-time Employee shall be on probation for a period of seventeen (17) weeks. A newly hired Relief Employee shall be on probation for the first four hundred fifty (450) hours worked. During the probationary period, the Employee shall be entitled to all rights and benefits of this Agreement according to the Employee's status (i.e. Full-time, Part-time, Term or Relief). Grievances arising from the discharge of a probationary Employee shall be limited in scope to the reasonableness of the Employer's decision to terminate the Employee. A probationary Employee shall be assessed by the Manager or designate in consultation with their co-workers. Extensive basic training specific to the job will be given to a new incumbent in a position during the probationary period. The probationary period may be extended with the consent of the Union President or their designate
- b) Regarding the discharge of probationary Employees, the standard in (a), above, is deemed to be a lesser standard than would be applied by a Board of Arbitration to non-probationary Employees.

c) Trial Period

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

### **13.04 Loss of Seniority**

An Employee shall lose their accumulated seniority and employment shall terminate in the event the Employee:

- i) resigns in writing;
- ii) is discharged for just cause and not reinstated through the grievance procedure or arbitration;
- iii) fails to return to work within seven (7) calendar days following a lay off and after receiving notice by registered mail to do so, unless through sickness or matters reasonably beyond the control of the Employee;

- iv) is laid off for fourteen (14) calendar months;
- v) is absent from work in excess of three (3) consecutive scheduled shifts without sufficient cause or without notifying the Employer unless such notice was not reasonably possible;
- vi) fails to return to work upon termination of an authorized leave of absence or utilize a leave of absence for a reason other than that for which the leave was approved.

### **13.05 Transfers Outside the Bargaining Unit**

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, the Employee shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority (until their return to the bargaining unit). Where the position is permanent, such Employee shall have the right to return to their previous position in the bargaining unit during the first six (6) month period that the Employee is working outside the Bargaining Unit. Where the position is temporary in nature, the right to return shall apply for a period of up to eighteen (18) months.

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

If an Employee returns to the Bargaining Unit after the trial period is completed, they shall be placed in their previous position and if their previous position no longer exists they will be placed in a job consistent with their qualifications and seniority.

Notwithstanding the foregoing, the Parties agree that Bargaining Unit members who are temporarily covering a pregnancy/parental leave outside of the Bargaining Unit shall maintain their seniority, but shall not accrue seniority for the length of the leave being covered, and shall be entitled to return to their Bargaining Unit position at the end of the leave period unless there has been a lay-off, in which case the Bargaining Unit member shall be entitled to exercise their seniority rights.

### **13.06 Long-Term Disability and Other Leaves of Absence**

An Employee who is away from work on a Leave of Absence in excess of thirty (30) calendar days, other than a statutory leave of absence, shall not accumulate seniority during the leave.

### **13.07 Purposes of Seniority**

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

- i) opportunities to fill vacancies
- ii) opportunities for relief work
- iii) promotion and transfer
- iv) lay-off and recall
- v) selection of shifts.

## **ARTICLE 14 – PROMOTIONS, JOB POSTINGS AND STAFF CHANGES**

### **14.01 Job Postings**

Except where otherwise provided, if a new position within the Bargaining Unit is created or when a vacancy occurs within the Bargaining Unit, which shall include the resignation of an incumbent, the Employer shall notify the Union in writing and post notice of the position for a period of seven (7) calendar days. If the employer does not intend to fill a vacancy or to change the status of a vacant position they shall notify the union within two (2) weeks of the position becoming vacant.

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

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

Positions shall be posted within two (2) weeks of the vacancy, unless notice to the Union is otherwise provided due to the Employer's operational needs. The successful applicant will receive a confirmation letter outlining the specifics relating to the new position including but not limited to the approximate start date, benefits, and approximate end date in the case of term or contract employment. In order to expedite the job posting process, the Parties agree that Employees can apply for job postings via e-mail, regular mail or through written communication delivered directly to the Program Manager or their designate.

Employees on leave of absence of any kind will be e-mailed job postings and Employees are expected to update their e-mail address via their payroll system access. The posting shall be sent to all active Employees via their Cornerstone email addresses.

#### **14.02 Information in Postings**

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

#### **14.03 No Outside Applicants**

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

#### **14.04 Role of Seniority**

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

- i) The most senior applicant currently within the classification will be awarded the position.
- ii) Failing (i), above, where qualifications and skills are relatively equal, the appointment shall be made of the applicant with the greatest seniority from among those meeting the required qualifications and skills as found in the job description.

#### **14.05 Employees Deemed Qualified**

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

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

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

## **ARTICLE 15- LAY-OFFS AND RECALLS**

### **15.01 Definition of Lay-Off**

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

### **15.02 Role of Seniority and Service in Lay-Offs**

Both Parties recognize that job security shall increase in proportion to seniority as defined In Article 13.01. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An Employee about to be laid off may bump any Employee with less seniority, providing the Employee exercising the right meets the required qualifications and skills to perform the work of the Employee with less seniority. The right to bump shall include the right to bump up.

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

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

Severance pay shall be calculated in accordance with the Employment Standards Act, 2000, as amended from time to time, for Employees who do not work a regular schedule each week. Employment and seniority shall cease upon payment of severance pay

### **15.03 Recall Procedure**

Employees shall be recalled in the order of their seniority provided they have the required abilities and skills to perform the available work.

Employees shall maintain their right to recall for fourteen (14) months following lay-off.

### **15.04 No New Employees**

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

### **15.05 No Loss of Recall Right**

An Employee who is laid off will be offered work, where available, in a Term position or Relief hours without losing their right to recall in a Full-Time or Part-Time position for which the Employee was laid off. Such an Employee must meet the required qualifications as found in the job description and must be qualified to perform the work.

## **ARTICLE 16- HOURS OF WORK**

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

### **16.01 Hours of Work**

The day shift shall be a shift where the majority of hours fall between 7:00 a.m. and 4:00 p.m.

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

The overnight shift shall be where the majority of hours fall between 9:00 p.m. and 8:30 a.m.

Weekend shifts shall be where the majority of the hours fall between 11:00 p.m. on Friday and 11:00 p.m. on Sunday.

All regularly scheduled shifts will be for a minimum of three (3) hours. Regularly scheduled shifts are shifts that are filled at initial shift booking.

#### **A. Full-time**

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

#### **B. Part-time**

A Part-time Employee in any classification shall be regularly scheduled and work between twenty-one (21) and thirty-four (34) hours in a one (1) week period ending in a Saturday. Part-time Employees may work extra shifts to a maximum of forty-four (44) hours total in the one-week period per the Employer's shift booking procedures.

C. Relief

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

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

**16.02 Minimum Number of Hours Between Shifts**

For regularly scheduled full-time, part-time, and term Employees, there shall be a minimum of eleven (11) hours between the end of a shift and the start of the next regularly scheduled shift. Failing this, the Employee shall be remunerated at the overtime rate for the number of hours the interval is short of eleven (11) hours.

For regularly scheduled full-time, part-time, and term Employees who are working twelve (12) hour shifts, their minimum hours between the end a shift and the start of the next regularly scheduled shift will be twelve (12) hours.

This provision shall not apply where a part-time or relief Employee is offered and voluntarily accepts a shift in accordance with Article 16.03 (Relief Availability and Scheduling and Expectations to Maintain Employment).

**16.03 Relief Support Workers - Availability, Scheduling and Expectations to Maintain Employment**

Article 16 outlines the requirements that Relief Support Workers must meet to maintain their employment with Cornerstone Housing for Women. The requirements outlined in this Article 16 shall be met in addition to all other applicable conditions of employment referred to in this Agreement.

**Shift Booking**

**General Shift Booking Procedures and Guiding Principles**

Definitions:

- i.) **Scheduling Period**—the Scheduling Period is a two (2) month period wherein Employees are regularly scheduled to work or scheduled to fill open shifts. The Scheduling Period begins on the first Sunday of a calendar month and ends on the Saturday

immediately preceding the first Sunday of the next Scheduling Period.

- ii.) **Block Shift**—a block shift is a period of open shifts that has become vacant because a part-time or full-time and/or term Employee is on vacation, a medical leave or other leave. A block shift is equal to a minimum of one (1) regular work week for a part-time or full-time Employee.
- iii.) **Open Shift** – when no full-time or part-time Employee is regularly scheduled for the shift
- iv.) **Call-in Shift** – Shifts that are available after initial shift booking have been completed.
- v.) **Split Shifts** – Work scheduled that divides the Employee's workday into two (2) parts.

Scheduling is completed two (2) months at one time.

The schedule will be completed the month prior for the following two (2) month period. Open shifts shall be offered to Employees by the fifteenth (15<sup>th</sup>) of the calendar month for the following two (2) scheduling months beginning February of each calendar year. The schedule will be completed by and shared with all Employees in the bargaining unit bi-monthly on the fifteenth (15<sup>th</sup>)

Initial Booking Part-time and Relief Support Workers:

- Blocks of shifts will be offered to all part-time and Relief Support Workers before individual shifts will be offered.

Individual shifts will be offered at initial booking as follows:

- i.) Individual shifts will be awarded by seniority and scheduled according to the Support Worker's submitted availability, and consideration will be given to individual stated preferences.
- ii.) At initial booking, Part-time Support Workers will first be scheduled for up to one (1) shift per week in a scheduling period.
- iii.) Subsequently, Relief Support Workers will be scheduled for one (1) shift per week in the scheduling period.
- iv.) The Employer will offer any remaining shifts that cannot be filled to all Part-time and Relief Support Workers

### **Call-in Shifts**

All shifts that become available with little or no notice during the scheduling period will be offered as soon as they become available and awarded by seniority to Part-time and Relief Support Workers who would not be placed in an overtime position.

Part-time and Relief Support Workers may be scheduled up to a maximum of forty-four (44) hours per week.

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

All offered shifts will include a deadline to accept the shift in accordance with operational requirements. The Employer will give each Employee offered the shift the same deadline in which to respond. Of the Employees who respond within the deadline, the most senior bargaining unit Employee will be awarded the shift.

If no Part-time or Relief Support Worker has accepted the shift within the deadline, then the shift will be offered and filled in accordance with Article 17.03 of the Agreement.

Employees may exchange shifts in accordance with Article 16.09.

### **Support Workers and Case Managers Covering Cook Shifts**

Cook shifts shall be filled with available Relief or Part-time Cooks prior to scheduling Support Workers and Case Managers for cook shifts.

All Support Workers and Case Managers will participate in mandatory kitchen training as part of their orientation with regular maintenance. If no Relief Cook or Part-time Cook is available to work available cook shifts, cook shifts will be offered to Part-time and Relief Support Workers by seniority.

### **Employee Responsibilities Contact Information, Overtime Tracking and Other**

All Employees are responsible for ensuring that changes to their contact information (which shall include a primary local phone number) are emailed directly to all Program Managers and entered to the computerized payroll system by the Employee.

It is the responsibility of the Employee to not accept shifts that would put them into overtime unless the shift is specifically being offered under the provisions of Article 17 – Overtime.

## **Availability Requirements**

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

### **1. Relief Support Workers and Part-Time Support Workers**

All Relief Support Workers will be required to submit their availability bi-monthly, beginning February 8<sup>th</sup> the calendar year. For purposes of this Agreement, "availability" means that the Employee is available to work the shift if offered to them.

(a) **Minimum Shift Availability Requirements for Relief Support Workers with less than 3 years of service**

All Relief Support Workers will be required to submit availability for five (5) shifts per pay period over the applicable two (2) month period.

(b) **Minimum Shift Availability Requirements for Relief Support Workers who have completed 3 years of service or more and/or were hired before 2015**

All Relief Support Workers who have completed three (3) years of service and/or were hired before 2015 will be required to submit availability for a minimum of three (3) shifts per month.

(c) **Minimum Work Requirement**

Relief Support Workers are required to work a minimum of three (3) shifts per month as per their stated availability.

(d) **Additional Shifts for Part-time Support Workers**

Part-time Support Workers may elect to work open shifts in addition to their regularly scheduled hours. Part-time Support Workers who work additional hours are responsible for ensuring they do not go accept any shifts that would put them in an overtime position. Part-time Support Workers must submit their availability bi-monthly beginning February 8<sup>th</sup> of the calendar year.

(e) An offer shall include any available shift offered to the Employee, which by working the Employee would not contravene the Employment Standards Act, 2000, as amended from time to time, and which was not accepted by a more senior Employee. Relief Employees who begin their employment after the calculation period commences shall have the requirement pro-rated.

- (f) No Employee shall be required to work split shifts without their consent.
- (g) Offering Shifts, Awarding Shifts and Employee Preferences

The Employer or their designate may offer shifts to Relief Support Workers. Relief Support Workers may indicate their preferences when they submit their availability. Preferences are not guaranteed and will be considered by seniority. Shifts will be awarded by seniority to Relief Support Workers who accept the shift by the deadline.

<b>Hours Until Commencement of Shift</b>	<b>Deadline By Which to Accept Shift</b>
Less than twelve (12) hours	One (1) hour
More than twelve (12) and less than twenty-four (24) hours	Four (4) hours
More than twenty-four (24) hours and less than forty-eight (48) hours	Twelve (12) hours
More than forty-eight (48) hours	Twenty-four (24) hours

- (h) Holiday Availability Requirements

Employee(s) may volunteer to work these holiday block shifts before they are assigned in reverse seniority. Notwithstanding the foregoing, shift(s) in either block will first be assigned by seniority to those who wish to bank the holidays for another religious or cultural observation that may take place at any time during the subsequent calendar year following the December holiday blocks. The request must be made in writing to the Employer no later than October 1st and must indicate the dates they propose to take off in the subsequent calendar year to celebrate a religious or cultural observation. Where there is more than one (1) Employee requesting this, shift(s) will be awarded by seniority.

Every Relief Support Worker will be required to submit availability to work one (1) of the following two (2) holiday scheduling blocks and must remain available to work a minimum of at least two (2) shifts during these blocks if offered at initial shift booking. The holiday scheduling blocks are:

- i. December 24<sup>th</sup>-December 26<sup>th</sup> or such dates as the Christmas and Boxing Day statutory holidays are observed, i.e., in years where statutory holidays fall on a Saturday or Sunday and are observed on the subsequent business days

- ii. December 31<sup>st</sup>-January 2<sup>nd</sup> or such date as New Year's Day is observed

Relief Support Workers are required to be available to work and may be required to work the December 24<sup>th</sup> - December 26<sup>th</sup> holiday block during their first year of service.

The Employer will ensure Relief Support Workers' availability is divided evenly between the two (2) holiday blocks. For example, if there is insufficient availability provided for the December 24<sup>th</sup> - December 26<sup>th</sup> holiday block, then the Employer will assign the block by reverse order of seniority.

No Employee will be required to work over both holiday blocks. No Employee will be required to work the same holiday block in two (2) consecutive calendar years, unless there is not sufficient staff to split between the two (2) groups as described in Article 16.03(1)(e). Holiday block availability should be submitted by October 1<sup>st</sup> of each calendar year. The manager will publish the final Christmas and New Year's schedule by October 15<sup>th</sup> of each calendar year.

Initially, all shift(s) during holiday scheduling blocks will first be assigned by seniority. If shift(s) cannot be filled, they will be assigned by reverse seniority.

In addition to the Christmas and New Year's availability, every Relief Support Worker shall be required to work shift(s) on at least five (5) additional Paid Holidays throughout the year. Employees newly hired and those returning from a leave during that year and are not therefore working the full year, shall have the requirements for their Paid Holiday work requirement prorated.

(i) Part-time Support Workers and Holiday Block Work

Part-time Support Workers who would like to work additional shifts during the holiday periods shall comply with the procedure for shift booking as outlined in section 16.03 1(e) above.

(j) Christmas and New Year's Holiday On-call

In anticipation of a shortage of staff available to cover emergency absences over the Christmas and New Year's holiday period, both Parties have established a Christmas and New Year's Holiday on-call system. The following procedures are in place to ensure coverage during the two peak block holiday periods:

- All on-call days will be communicated to the Employees in writing.

- Employees who are paid to be on call must be available to work as required and report to the work site within ninety (90) minutes of being called.
- Full-time, full-time term, part-time, part-time term and relief Employees who meet the requirements of the Support Worker position may volunteer to be on the Christmas and New Year's Holiday on-call list,
- The on-call Employee will be on-call for a twenty-four (24) hour period from 7:30 a.m. on the day they commence on call to the next morning at 7:30 a.m.
- Prior to calling the designated on-call Employee, all regular procedures for filling a shift will be followed, with calling an on-call Employee into work as a last resort.
- Any of the dates within the on-call period will be separately offered in order of seniority, provided the Support Worker:
  - has not accepted to be on call for the twenty-four (24) hour period immediately prior to or immediately following the shift offered,
  - is not already scheduled to work during that twenty-four (24) hour period and;
  - is not scheduled to work within eight (8) hours before the beginning of or after the end of the period being offered.
- No one accepting this on-call offer will be required to work two (2) back-to-back twelve (12) hour shifts.
- The on-call person will be paid one hundred dollars (\$100) gross stipend for each twenty-four (24) hour period that they were on call.
- If the on-call person is called in, they will be paid for hours worked at the hourly rate as per the Collective Agreement, in addition to the stipend.
- Should the on-call person be called and not come in for whatever reason, no stipend shall be paid.

## **2. Relief Cooks and Part-Time Cooks**

### **a) Regular Shift Availability**

All Relief Cooks are required to work a minimum of one (1) shift per month if offered.

All Relief and Part-time cooks are required to submit their availability bi-monthly beginning February 8<sup>th</sup> of each calendar year.

All Relief Cooks and Part-time Cooks will be eligible to accept one (1) Relief Cook Shift per week, which will be offered by seniority at initial shift booking. All remaining shifts available in the scheduling period will then be offered by seniority to Relief and Part-time Cooks.

For absences expected to be greater than two (2) monthly schedules, the position will be offered as a term and posted. The successful candidate will be chosen from all Employees who meet the stated qualifications and skills of the job. The payment will be at the regular rate of pay of the Cook position for hours scheduled to work as Cook.

The Kitchen schedule will follow all guidelines and will be published.

### **(b) Holiday Scheduling (Relief Cooks)**

Relief Cooks shall be available to work five (5) Paid Holidays per year. Employee(s) may volunteer to work these holiday block shifts before they are assigned in reverse seniority. Notwithstanding the foregoing, shift(s) in either block will first be assigned by seniority to those who wish to bank the holidays for another religious or cultural observation that may take place at any time during the subsequent calendar year following the December holiday blocks. The request must be made in writing to the Employer no later than October 1<sup>st</sup> and must indicate the dates they propose to take off in the subsequent calendar year to celebrate a religious or cultural observation. Where there is more than one (1) Employee requesting this, shift(s) will be awarded by seniority. Relief cooks must also be available to work at least two (2) shifts during the following holiday blocks:

- i. December 24<sup>th</sup> - December 26<sup>th</sup> or such dates as the Christmas and Boxing Day statutory holidays are observed, i.e., in years where statutory holidays fall on a Saturday or Sunday and are observed on the subsequent business days
- ii. December 31<sup>st</sup> - January 2<sup>nd</sup> or such date as New Year's Day is observed

Scheduling of the Christmas/New Year holidays shall alternate such that those Bargaining Unit members who worked during either the Christmas holiday block period or New Year holiday block period in one year will not be scheduled to work the same period the following year. The Employer will ensure that no cook has to work both consecutive holiday blocks.

#### **16.04 All Relief Employees Termination**

All Relief Employees who do not meet the requirements of Article 16.03 shall be removed from the Relief Employee list, all seniority shall be forfeited, and they shall be deemed to have resigned from their employment. Notwithstanding the foregoing, the Employer will consider whether there have been any circumstances outside of the Employee's control that have contributed to the Employee not meeting these requirements and the Employer may agree to continue employment if reason(s) satisfactory to the Employer have been provided.

All Relief Employees who are unable to meet these requirements due to approved vacation, illness, bereavement, or other approved leave shall not have their employment terminated. All Relief Employees must notify the Employer as soon as possible when they are unable to meet the requirements. The Employer may require written documentation including, but not limited to a doctor's note or death notice to support such absence(s).

#### **16.05 Staff Meetings**

Staff meetings may be scheduled from time to time for up to three (3) hours. An Employee will be paid for the duration of the meeting or the portion of the meeting that they do, in fact, attend. The date of meetings, and their status as mandatory or optional, shall be posted a minimum of one (1) month in advance. Employees will be required to present a valid reason for non-attendance at mandatory staff meetings. Not all staff meetings are mandatory. Mandatory training is not a staff meeting.

Staff meetings do not qualify as a shift for meeting the minimum shifts required and are voluntary to participate in unless stated as mandatory as per article 16.05, in which case Employee participation would count as a minimum shift requirements.

#### **16.06 Cancellation of Shifts**

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

- shall not be paid if the Employee has been given at least twelve (12) hours' notice of the shift cancellation or, failing this

- shall work for at least three (3) hours.
- If no work is available, the Employee will be paid for three (3) hours at their regular rate of pay.

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

- shall not receive pay if the Employee has been given three (3) hours' notice of the shift cancellation or, failing this
- shall work for at least three (3) hours.
- If no work is available, the Employee will be paid for three (3) hours at their regular rate of pay.

### **16.07 Meals and Rest Periods**

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

Shift of five (5) hours or more	Thirty (30) minute meal period
Shift of seven and a half (7.5) hours or more	Thirty (30) minute meal period and two (2) fifteen (15) minute breaks
Shift of twelve (12) hours or more	One (1) hour meal period and two (2) fifteen (15) minute breaks
Overnight shift of twelve hours or more	One and a half (1.5) hour meal period and two (2) fifteen (15) minute breaks

#### Availability to residents during hours of work

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

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

### **16.08 Staff Development/Training**

- a) Staff Development/Training may be scheduled from time to time for up to eight (8) hours in a day. Such hours shall be compensated at straight time unless an Employee's attendance will cause them to work in excess of forty-four (44) hours in the week. When necessary, these sessions will be scheduled twice so that all Employees have at least one (1) opportunity to

attend. When sessions are mandatory, Employees will be required to present a valid reason for non-attendance. Working elsewhere is not considered a valid reason for non-attendance where the Employer provides a minimum of six (6) weeks of advance notice via e-mail to the Employee's Cornerstone e-mail address.

- b) The Employer will receive and consider requests from Employees to attend or participate in staff development/training. The Employer, in its discretion, may approve any such request and grant one (1) or more of the following:
  - i) full or partial funding for any costs associated with the staff development/training proposal;
  - ii) time off from work to attend or participate in staff development/training
  - iii) time off from work with pay to attend or participate in staff development/training

The Employer reserves the right to approve or deny requests.

- c) It is understood that monies for training and staff development shall be provided for in the following order of priority:
  - i) Training mandated by applicable legislation
  - ii) Training mandated by funding contracts
  - iii) If monies remain after these expenses, Group training and staff development
  - iv) All other requests for individual training/ staff development.
- d) Mandatory training must be renewed as required. The Employer shall reimburse Employees for the cost of the approved certifications at the amount actually paid or the rate normally charged by the Employer's recommended provider, whichever is less. Employees and the Employer share a responsibility for tracking the expiration date of their mandatory training certifications. Prior to the expiry date of an Employee's certified training, the Employer will notify the Employee of the expiry date, the specific course and level required and the Employer's preferred provider.
- e) When the training is mandatory, the Employer will replace the Employees who are scheduled to work on the training day. The Employer will also replace the two (2) Employees who are scheduled to work on the night shift

preceding the training day, in those situations where training will not be provided at another time. In all mandatory training situations, Employees will be paid for time spent in training.

- f) All Employees are expected to attend mandatory training

### **16.09 Exchange of Shifts**

Employees may request to exchange shifts with the prior written consent of their immediate supervisor. Employees willing to exchange shifts must agree to the shift exchange in writing.

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

Relief Employees can exchange shifts of any length with Relief Employees.

Part-time and Full-time Employees can exchange shifts with anyone provided their total weekly hours do not fall below their regularly scheduled total weekly hours.

It is understood that Term Employees fall within the Full-time or Part-time category as the case may be.

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

## **ARTICLE 17 - OVERTIME**

### **17.01**

Except as otherwise stated in this Collective Agreement, all time worked by Full-time Permanent Employees and Term Employees regularly scheduled to work full-time hours, in excess of their regular hours in a week shall be considered overtime, with the exception of the monthly staff meeting which shall be paid at the straight time hourly rate of pay.

Relief Employees, Part-time Employees, and Term Employees regularly scheduled to work part-time hours will be paid overtime after forty-four (44) hours worked per week.

### **17.02 Rate of Pay for Overtime Work**

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

### **17.03 Procedure for Scheduling Over-time Shifts**

- a) All overtime shall be on a voluntary basis except as indicated otherwise.
- b) When an over-time shift becomes available it shall be offered by seniority to those Employees who are qualified and able to perform the available work.
- c) When it is not possible to fill an over-time shift, it is understood that one of the Employees already on site will be required to remain until the replacement person arrives on site. It is understood that if an agreement between workers already on site cannot be reached, the least senior Employee will be required to remain at work until the replacement worker arrives. If the replacement arrives within the first three (3) hours of the shift, the Employee remaining shall be entitled to a paid fifteen (15) minute break within the first three (3) hours, thereafter, they shall be entitled to a paid one-half (1/2) hour break within each three (3) completed hours of work.

### **17.04 Time off in Lieu**

- a) With the mutual consent of the Employer and the Employee, in lieu of overtime payment, an Employee may take paid time off at a mutually agreed time. Time off shall be paid at the appropriate rate (i.e. one (1) hour overtime worked = one and one-half (1 1/2) hour's pay = one and one-half (1 1/2) hours off). Such paid time off in lieu of overtime shall be taken only in full shifts. Any remaining hours must all be taken consecutively within a one (1) shift period.

Requests for such paid time off in lieu of overtime shall be made as far in advance as possible through the computerized payroll system but no later than two (2) weekdays in advance. Requests are not approved unless confirmed as such through the computerized payroll system or in writing from the manager or their designate.

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

### **17.05 Time off in Lieu – Carry Over**

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

## **ARTICLE 18 - HOLIDAYS**

### **18.01 Paid Holidays**

a) The Employer recognizes the following as Paid Holidays:

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

and any other day declared or proclaimed as a Paid Holiday for the Province of Ontario.

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

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

### **18.02 Payment for Paid Holiday- Eligibility**

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

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

### **18.03 Scheduling Time Off in Lieu**

Unless restricted by operational requirements the Employer shall endeavour to ensure that an Employee may schedule their time off in lieu within three (3) calendar months in which is it earned or as provided by the *Employment Standards Act, 2000*, as amended from time to time, whichever is greater.

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

#### **18.04 Payment for Paid Holiday falling on a day of work**

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

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

#### **18.05 Paid Holiday falling on a non-working day**

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

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

#### **18.06 Paid Holiday Pay for Relief Workers**

- a) a Relief Employee who is scheduled to work on a Paid Holiday will be paid time and one half their regular rate of pay for hours worked.
- b) Relief Employees who are not scheduled to work on a statutory holiday will be paid in accordance with the requirements of the *Employment Standards Act, 2000*, as amended from time-to-time.

#### **18.07 Float Days**

Full-time and Part-time Employees and Term Employees regularly scheduled to work full-time or part-time hours are entitled to two (2) float holidays per calendar year. Employees shall choose their floater holidays from International Women's Day (March 8), Easter Monday, or National Day for Truth and Reconciliation. Employees are credited with two (2) float holidays at the beginning of each calendar year. An Employee shall provide the Employer with two (2) weeks' notice of the day the Employee intends to use their float days. In special circumstances, with the approval of the Employer, this floater day can be carried over to the next calendar year, or, at the Employee's request be paid out in lieu. This payment in

lieu shall be made in the first pay period of December. An Employee terminating their employment after they have taken the floaters shall not be required to repay the floaters.

## **ARTICLE 19- VACATION**

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

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

0 < 10 years seniority	=	4 weeks vacation, at 8% of wages earned in the vacation accrual period
10 < 15 years seniority	=	5 weeks vacation, at 10% of wages earned in the vacation accrual period
15 years or more of seniority	=	6 weeks vacation, at 11.5% of wages earned in the vacation accrual period

- b) An Employee who does not work for the full year shall have their vacation entitlement pro-rated to reflect the time actually worked and/or applicable percentage of wages actually earned. Vacation which has been taken but not earned shall be deducted from regular pay.

Term Employees shall have their vacation entitlement pro-rated to the duration of the term.

- c) A Part-time Employee shall receive annual vacation with pay as above, on a pro-rata basis of their hours of work relative to the hours of work of a Full-time Employee. A Part-time Employee shall have a choice of taking annual vacation or receiving payment in lieu at the rate paid for Relief and Term Employees. Part-time Employees who work additional relief hours shall be paid out at the applicable percentage for relief hours worked. Payment shall be made in January of the next calendar year.

A Relief Employee shall receive vacation pay as follows:

0 < 10 years seniority	=	8% of wages earned in the vacation accrual period
10 < 15 years seniority	=	10% of wages earned in the vacation accrual period

15 years or more of seniority = 11.5% of wages earned in the vacation accrual period

Where a Term Employee is hired for a period known to be longer than six (6) months, the Employee will have a choice of taking annual vacation with pay or receiving payment in lieu at the rate paid for Relief. The Employee will indicate in writing their choice when the offer of employment is given.

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

Vacation pay for Relief Employees shall be paid on a bi-weekly basis. A Relief Employee who converts to Full-time will be credited with seniority equivalent to hours worked based on 1-year equals 1911 hours. Permanent Part-time Employees who work additional relief hours shall be paid out their additional vacation pay at the applicable percentage rate for relief hours worked. Payment shall be made in January of the calendar year following accrual.

An Employee who is paid their vacation in percentage in lieu of vacation is entitled to vacation time off without pay. Such time off must be taken in not more than two (2) blocks of time, up to three (3) weeks total, and will only be granted once a year by seniority, subject to operational requirements. Any request must be sent to their Manager via the Cornerstone e-mail no later than the eight (8<sup>th</sup>) of the month preceding the month being scheduled and must be approved by the Manager in writing.

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

a) A Full-time Employee or a Term Employee scheduled full-time hours, shall receive annual vacation time and vacation pay as follows:

Up to 1 year of seniority = 2 weeks vacation, at 4% of wages earned in the vacation accrual period

1 < 5 years seniority = 3 weeks vacation, at 6% of wages earned in the vacation accrual period

5 < 10 years seniority = 4 weeks vacation, at 8% of wages earned in the vacation accrual period

10 < 15 years seniority = 5 weeks vacation, at 9.5% of wages earned in the vacation accrual period

15 years or more seniority = 6 weeks vacation, at 11.5% of wages earned in the vacation accrual period

- b) Paid annual vacation is credited to a Full-time Employee or Term Employee scheduled full-time hours at the beginning of the calendar year. An Employee who does not work for the full year shall have vacation entitlement pro-rated to reflect the time actually worked and/or wages actually earned. Vacation which has been taken but not earned shall be deducted from regular pay.
- c) A Part-time Employee or a Term Employee scheduled part-time hours shall receive annual vacation with pay as above, on a pro-rated basis. A Part-time Employee shall have a choice of taking annual vacation or receiving payment in lieu at the rate for Relief and Term Employees. Part-time Employees who work additional relief hours shall be paid out at the applicable percentage at which the Part-Time Employee accrues vacation based on seniority. Payment shall be made in January of the next calendar year following accrual.
- d) A Relief Employee shall receive vacation pay based on hours worked as follows:

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

Vacation pay for Relief Employees shall be paid on a bi-weekly basis. A Relief Employee who converts to Full-time will be credited with seniority equivalent to hours worked based on 1-year equals 1911 hours. Permanent Part-time Employees who work additional relief hours shall be paid out their additional vacation pay at the applicable percentage rate for relief hours worked. Payment shall be made in January of the calendar year following accrual.

A Relief Employee is entitled to vacation time off without pay. Such time off must be taken in not more than two (2) blocks of time, up to three (3) weeks total, and will only be granted once a year by seniority, subject to operational requirements. Any request must be sent to the direct manager via the Cornerstone e-mail no later than the eight (8<sup>th</sup>) of the month preceding the month being scheduled and must be approved by the Manager in writing.

### **19.02 Compensation for Holidays Falling Within Vacation Schedule**

If a paid holiday falls or is observed during an Employee's vacation period, the Employee shall be allowed an additional vacation day with pay at a time designated by the Employee. Notwithstanding the above, the terms of Article 19.04 Vacation Carryover shall apply.

### **19.03 Unearned vacation entitlement - Repayment**

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

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

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

### **19.04 Vacation Carry-Over**

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

### **19.05 Illness or Injury During Vacation**

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

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

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

### **19.06 Vacation During an Approved Leave**

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

### **19.07 Bereavement During Vacation**

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

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

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

## **ARTICLE 20 – SICK/PERSONAL LEAVE**

### **20.01 Sick/Personal Leave Defined**

Sick leave is payable to an Employee who cannot attend for regularly scheduled hours of work on account of non-occupational personal illness, illness in the family, or injury and/or mental health. Personal leave includes leave to attend to personal matters including attending to professional, medical, dental, educational, or legal appointments, attending school functions or to the educational or medical needs of a minor or elderly dependent, or moving one's permanent residence.

It is understood that a family member who is ill, is covered under this article whether or not the family member is living with the Employee.

### **20.02 Amount of Sick/Personal Leave**

All Full-time and Full-time Term Employees shall be provided with one hundred twenty (120) hours of paid Sick/Personal Leave. All Part-time and Part-time Term Employees shall receive a pro-rated benefit based on their regular scheduled work week divided by a thirty-seven and a half (37.5) hour work week. For example, a Part-Time Employee regularly scheduled to work twenty-four (24) hours would receive seventy-seven (77) hours of paid Sick/Personal Leave. This Leave shall be provided in their leave bank annually on January 1<sup>st</sup>.

Sick/Personal Leave shall not accumulate during any period that the Employee is not receiving wages from the Employer.

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

In the event that employment terminates and the Employee has utilized more paid Sick/Personal Leave than they have accumulated, any overpayment shall be deducted from any wages or vacation pay owed to the Employee. Any remaining overpayment shall be immediately due and payable to the Employer.

### **20.03 Proof of Illness**

The Employer may require a medical certificate to substantiate any use of sick leave on account of the Employee's illness or injury which exceeds three (3) consecutive regularly scheduled shifts, anytime when the Employer suspects abuse of sick leave, where there is a concern about the high use of sick leave, or regarding the Employee's ability to perform the duties of their position due to illness or accident.

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

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

### **20.04 Accumulation of Sick leave Credits while on Leave**

An Employee on unpaid leave, including but not limited to Long-Term Disability Leave, exceeding thirty (30) days, shall not accumulate sick leave credits during their absence. Upon their return to work, the Employee shall be credited with the sick leave credits accumulated prior to their leave.

## **ARTICLE 21 - LEAVES OF ABSENCE**

### **21.01 General Leave of Absence Without Pay**

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

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

No rights under this Agreement, except the right to return to work upon such terms as the Employer grants at the time of the granting of the leave of absence, shall be available to the Employee during the term of the leave of absence.

Requests for leave of absence without pay for up to twelve (12) months shall be made in writing to the Director of Human Resources or their Designate and the Manager, with a minimum of one month's notice. Employees are encouraged to give as much notice as possible of their request in order to facilitate planning for staffing their position

Consideration will be given to length of service, reason for leave request and other extenuating circumstances, and the needs of the Employee and the organization.

An Employee on leave of absence beyond thirty (30) days shall not be entitled to benefits for the duration of the leave of absence unless the Employee assumes 100% of the cost and subject to the approval of the Insurer.

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

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

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

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

## **21.02 Bereavement Leave and ESA Statutory Leaves of Absence**

### **a) Bereavement Leave**

An Employee upon notifying the Employer shall be granted up to three (3) regularly scheduled consecutive work days' leave or a combination of three (3) individual days, without loss of pay or benefits, in the case of death or serious illness of a spouse, parent, brother, sister, child (to include a miscarriage prior to twenty (20) weeks of pregnancy), step child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild, great grandparent, spouses' grandparent, former guardian, ward, finance, nephew, niece, aunt, uncle, step-parent or any other relative or close friend who has been residing in the same household, or any other relative for whom an Employee is required to administer bereavement responsibilities. A seriously ill person is someone whose baseline state of health has changed significantly because of illness or injury. As a result, their life is at risk of imminent mortality and they need the care or support of the Employee as a caregiver.

An Employee upon notifying the Employer is entitled to time off without pay in addition to the three (3) regularly scheduled consecutive workdays' leave mentioned above. Three (3) regularly scheduled consecutive workdays' paid leave or a combination of three (3) individual days to provide caregiving to a seriously ill person shall only be granted once per twelve (12) month period for each individual listed above.

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

Employees regularly scheduled to work less than twelve (12) hour shifts shall be granted up to five (5) regularly scheduled consecutive work days' leave or a combination of five (5) individual days without loss of pay or benefits in the case of death or serious illness of parents, children, siblings, spouse or any

other close relative or close friend who has been residing in the same household. Such Employees are also entitled to time off without pay in addition to the five (5) regularly scheduled consecutive work days' leave.

#### b) Other ESA Statutory Leaves of Absence

Employees will be entitled to all other leaves of absence in accordance with, and as they are provided in, the Employment Standards Act, 2000, as may be amended from time to time. Currently, the leaves of absence provided in the Employment Standards Act, 2000 include, but may be subject to change as the Employment Standards Act, 2000 is amended:

- *critical illness leave,*
- *family medical leave,*
- *domestic or sexual violence leave,*
- *child death leave,*
- *crime-related child disappearance leave,*
- *organ donor leave,*
- *reservist leave*
- *declared emergency leave, and*
- *infectious disease emergency leave*

Seniority and service shall accrue during ESA statutory leaves.

The Employee shall provide the Employer with post-dated cheques or electronic funds transfer (EFT) inclusive of one (1) post-dated cheque/EFT for the first day of each month and with the total number of post-dated cheques accounting for the entire anticipated duration of both the Employee's leave. If, at any time during a leave, a cheque is returned for not sufficient funds (NSF) or there is a failure to provide EFT, the Employee will be notified in writing, and will have two (2) weeks from the date of the notification to provide a certified cheque to replace the NSF cheque or to account for the failure to provide EFT. Thereafter, the Employee will be required to provide certified cheques or EFT by the 15<sup>th</sup> of each month prior to the month for which benefits premiums are paid for the remainder of the leave(s). If the Employee fails to meet the deadline for payment, then benefits will cease for the remainder of the leave(s). Any arrears will immediately become due and payable to the Employer by way of payroll deduction from the Employee's first pay, and any subsequent pay thereafter, until such time as the total amount in arrears is satisfied. In the event that the Employee becomes no longer employed by the Employer prior to full repayment of any arrears, then the Employer will invoice the

Employee for any amounts outstanding, which will be due upon receipt of the invoice.

### **21.03 Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence with pay to an Employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employee shall submit to the Employer the payment received for jury service or court witness, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee required to appear before any government body or who is subpoenaed to attend a coroner's inquest or is required to serve as a court witness in any matter arising out of their employment, shall be considered as time worked at the appropriate rate of pay.

### **21.04 Union Leave**

A leave of absence for up to forty (40) shifts total for the entire Bargaining Unit per calendar year shall be granted to the Bargaining Unit for the purposes of attending Union functions. No more than two (2) Full-time or Part-time Employees may be granted such a leave at the same time unless mutually agreed upon and no one member shall be granted more than fifteen (15) shifts per year. Prior to monthly shift booking for the month in which the leave is requested, the Union shall notify the Manager in writing of the length of the leave, the name of the Employee affected and the duration of the leave. Union requests for this leave shall not be unreasonably denied.

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

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

## **ARTICLE 22 – PREGNANCY AND PARENTAL LEAVE**

### **22.01 Pregnancy and Parental Leave**

Pregnancy and Parental Leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, as amended from time-to-time, except

where amended in this provision.

There shall be no service requirements for eligibility for pregnancy leave.

For the purposes of this Article, parent is a person who is either the biological parent of a child, or a person with whom a child is placed for adoption, or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

#### **22.02 Leave for Diseases and Conditions Harmful to Pregnancy**

- a) A pregnant Employee shall receive an immediate leave of absence in the event that a known or suspected case of German measles or any other disease or condition occurring in the workplace, which in the view of their medical practitioner would be harmful to their pregnancy. This leave shall continue until all danger from such disease or condition ceases to exist. It is understood that the Employer and Employees will take all reasonable precautions to protect Employees from potentially dangerous communicable diseases.
- b) The Employer shall make every reasonable effort to accommodate a pregnant Employee who for health reasons of themselves or that of their unborn child requires an accommodation at work during their pregnancy. A medical certificate duly signed by a licensed practitioner must substantiate a request for such an accommodation. The accommodation must not pose undue hardship to the Employer. This accommodation may include but is not limited to alternate or amended duties, modified work schedule, providing necessary equipment.

#### **22.03 Notice to Begin Leave**

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

#### **22.04 Accumulation of Seniority and Salary Increases During Leave**

Seniority and service shall accumulate during Pregnancy and/or Parental Leave, and Employees shall be entitled to negotiated wage increases upon return from leave.

For the purposes of calculating seniority accumulation for an Employee, other

than an Employee working Full-time or Part-time hours shall be on the basis of the total number of hours worked in the six (6) months prior to the beginning of the leave.

#### **22.05 Return to Work Procedures**

- a) When an Employee decides to return to work after their Pregnancy and/or Parental Leave, the Employee shall provide the Employer, whenever possible, with at least four (4) weeks written notice and their availability.
- b) Subject to any changes to the Employee's status which would have occurred had they not been on Pregnancy and/or Parental Leave, the Employee shall be reinstated to their former position and at the same rate of pay. If the former position no longer exists, the Employee shall exercise their rights under Article 15. It is understood that an Employee who has been absent from the work force may require retraining upon returning to work, and that the Employee shall co-operate in the retraining process.

#### **22.06 Stillbirth, Miscarriage**

A pregnant Employee who experiences a still birth or miscarriage during their pregnancy leave will end their pregnancy leave on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the still birth or miscarriage. The Employee shall notify the Employer at least two (2) weeks in advance of their expected date of return to work.

#### **22.07 Benefits, Pregnancy/Parental Leave**

The Employer will continue to pay its share of the contributions to the subsidized Employee benefits in which the Employee is participating, including pension, for a period of up to seventy-eight (78) weeks if the Employee took both pregnancy leave and parental leave for the maximum periods of time prescribed by the *Employment Standards Act, 2000*, as amended from time-to time, or up to sixty-three (63) weeks where no pregnancy leave was taken by the Employee.

An Employee on extended pregnancy leave beyond the maximum periods prescribed in the *Employment Standards Act, 2000*, as amended from time to time, may opt for continuation of group insured and pension benefits provided they make arrangements to pay both their share and the Employer's share of said benefit by means of post-dated cheques prior to the commencement of the extended parental leave.

At least two (2) weeks prior to the commencement of any pregnancy or parental leave, whichever is earlier, the Employee shall provide the Employer with postdated cheques of electronic funds transfer (EFT) inclusive of one (1) post-dated cheque/EFT for the first day of each month and with the total number of post-dated cheques/EFT accounting for the entire anticipated duration of both the Employee's pregnancy, where applicable, and parental leave. If, at any time during a pregnancy or parental leave, a cheque is returned for not sufficient funds (NSF) or there is a failure to provide EFT, the Employee will be notified in writing, and will have two (2) weeks from the date of the notification to provide a certified cheque to replace the NSF cheque or to account for the failure to provide EFT. Thereafter, the Employee will be required to provide certified cheques/EFT by the 15th of each month prior to the month for which benefits premiums are paid for the remainder of the leave(s). If the Employee fails to meet the deadline for payment, then benefits will cease for the remainder of the leave(s). Any arrears will immediately become due and payable to the Employer by way of payroll deduction from the Employee's first pay, and any subsequent pay thereafter, until such time as the total amount in arrears is satisfied. In the event that the Employee becomes no longer employed by the Employer prior to full repayment of any arrears, then the Employer will invoice the Employee for any amounts outstanding, which will be due upon receipt of the invoice.

Any Employee wishing to take a parental leave beyond the maximum periods prescribed in the *Employment Standards Act, 2000*, as amended from time-to-time, must seek approval of the Employer in writing.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Day**

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

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

### **23.02 Legal Fees**

The Employer shall pay all legal and court costs, if any, for any action or other proceeding initiated against an Employee by a person other than the Employer

for acts or omissions arising from the responsible discharge of official duties or the carrying out of an official order. Such assistance is conditional on the Employee's complete cooperation with the Employer, its insurer and agents.

### **23.03**

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

### **23.04 Car Insurance**

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

## **ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **24.01 Job Description**

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

All current, revised and new job descriptions will be kept on file in Human Resources and will be made available to members of CUPE 5381 via the Cornerstone shared drive internal computer system.

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

### **24.02 New Jobs/Changes in Classification**

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

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

If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the Employee or the date of change in job duties.

### **24.03 Reclassification**

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

## **ARTICLE 25 - EMPLOYEE BENEFIT PLANS**

### **25.01**

This Article shall apply to Full-time and Part-time Employees regularly scheduled to work twenty (20) hours or more per week. Employees shall pay their share of the premium cost by way of regular payroll deduction. Subject to the participation conditions of the benefits plan, as amended from time to time, participation in the following benefits are voluntary if already covered by a Spouse's plan and the Employee provides proof of same.

### **25.02**

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

### **25.03**

The Employer will pay sixty percent (60%) of the Vision Care Plan.

### **25.04**

The Employer will pay sixty percent (60%) of the Dental Plan.

### **25.05**

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

member of the Plan for the duration of employment.

#### **25.06**

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

#### **25.07**

The Employer will provide Long-Term Disability coverage for all Employees with the exception of Relief Employees as provided in the Long-Term Disability Plan. The Employer shall pay one hundred percent (100%) of the cost of the coverage. Notwithstanding the foregoing, Long-term Disability coverage applies to Relief Employees who are members of the Pension Plan.

### **ARTICLE 26 - COPIES OF AGREEMENT/VARIA**

#### **26.01 Copies of Agreement**

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, on a cost-shared basis, the Parties shall prepare sufficient copies of the Agreement within sixty (60) days of signing, unless extended by mutual agreement.

#### **26.02 Bulletin Boards**

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

#### **26.03 Employer Policies**

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

## 26.04 Acquired Rights

Subject to available space, the Employer will supply and furnish a room for Employees to have their breaks and meal periods.

## ARTICLE 27 - RATES OF PAY

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

## ARTICLE 28 - TERM OF AGREEMENT


### 28.01 Duration

This Agreement shall be regarded as expressing the full and complete understanding of the Employer and the Union on the subject matter of wages, hours and conditions of employment. This Agreement shall be binding and remain in effect from January 1, 2022, to December 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 prior to expiry.

**Signed in Ottawa, on this 7th day of March, 2023**

**For the Employer**

**For the Union**

  
Kate McCord (Mar 7, 2023 18:02 EST)  
Kate McCord

  
Gillian McDonald (Mar 8, 2023 09:53 EST)  
Gillian McDonald

  
Rachel Pennings (Mar 8, 2023 08:41 EST)  
Rachel Pennings

  
Rebecca Baker

  
Amanda Gomm

Collective Agreement CUPE Local 5381 and Incorporated Synod of the Diocese of Ottawa  
January 1, 2022 – December 31, 2025

**SCHEDULE “A” – WAGE GRID**

Classification	January 1, 2022 (3.25%)		January 1, 2023 (1.75%)		January 1, 2024 (1.75%)		January 1, 2025 (1.75%)	
	Probationary Rate	Full Rate	Probationary Rate	Full Rate	Probationary Rate	Full Rate	Probationary Rate	Full Rate
Case Manager	23.09	26.11	23.49	26.57	23.90	27.03	24.32	27.51
Support Worker (Full-time, Part-time)	22.92	25.46	23.32	25.91	23.73	26.36	24.15	26.82
Support Worker (Relief)	22.92	25.19	23.32	25.63	23.73	26.08	24.15	26.54
Food Services Coordinator	22.93	25.31	23.33	25.75	23.74	26.20	24.16	26.66
Cook (Part-time / Relief)	22.84	23.32	23.24	23.73	23.65	24.15	24.06	24.57
Maintenance Worker	22.17	22.63	22.56	23.03	22.95	23.43	23.35	23.84
Janitorial Services Worker	18.79	19.26	19.12	19.59	19.45	19.94	19.80	20.28