



COLLECTIVE AGREEMENT

BETWEEN:

**YOUNG WOMEN'S CHRISTIAN ASSOCIATION DURHAM
("YWCA")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2936-06**

Effective January 1st 2022 to December 31, 2024

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THIS AGREEMENT made and entered into this 6th day of March, 2019.

BETWEEN:

YOUNG WOMEN'S CHRISTIAN ASSOCIATION DURHAM ("YWCA")
(hereinafter referred to as "the Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2936-06
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Collective Agreement is to provide for orderly collective bargaining relations between the Employer and its Employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship and to provide an amicable method of settling any difference or grievance relating to the matters covered in this Agreement.
- 1.02 It is now desirable that all matters pertaining to the working conditions of Employees, as agreed between the parties, be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

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

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

- (a) Maintain order, discipline and efficiency.
- (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay-off, recall and suspend or otherwise discipline Employees provided that a claim of discharge without just cause by an Employee who has completed

their probationary period may be the subject of a grievance and dealt with as hereinafter provided.

- (c) Determine in the interest of efficient operation and highest standard of service, classifications, hours of work, work assignments, methods of doing the work and the working establishment for any service.
- (d) Determine the number and qualifications of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith.
- (e) Make and enforce and alter from time to time rules and regulations to be observed by all Employees.

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

2.02 No Union Meeting on Employer's Premises

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

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive collective bargaining agent for all of its Employees of the Young Women's Christian Association Durham at the Employer's residences in the City of Oshawa, save and except Executive Director(s), Finance Director, Program Manager, Housing Director, Assistant Housing Director, Housing Administrative Assistant, 55 Manager, Program Director, Program Co-ordinators, Ontario Early Years Staff, office and clerical staff, Senior Bookkeeper, Housing Services Director, Shelter Services Director, Shelter Administrative Assistant, Supportive Housing Manager, Manager of Fund Development and Communications/Volunteer Co-ordinator, students employed in co-operative training programs, students employed during the school vacation period, and Employees hired on government grants for periods of six (6) months or less. It is specifically agreed that Employees who fall within the bargaining unit description and who are hired on government contracts exceeding six (6) months shall be included in the bargaining unit.

3.02 Definitions:

- a) Full-time Employees are those employees who are regularly scheduled to work fifty-four (54) hours or more per two (2) week period.
- b) Part-time Employees are those employees, other than a Casual Relief Employee who are regularly scheduled to work between forty (40) and fifty-four (54) hours per two (2) week period.
- c) A Casual Relief Employee is an employee other than a Part-time or Full-Time Employee who works on an as-required basis.

3.03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are normally done by a person in the unit except for the purpose of instruction or emergencies when qualified bargaining unit Employees are not available and provided the aforementioned operation in itself does not reduce the hours of work or pay of any Employee. The Employer may use volunteers and students to do bargaining unit work provided the use of such persons is in addition to paid staff and does not reduce the hours of work or pay of any Employee.

The Employer will accept a maximum of two (2) students in a cooperative training program and students employed during the school vacation period at a location at any given time. Whenever possible, the Employer will schedule the students at different times so as to avoid overlap.

3.04 Right of Fair Representation

The Union shall have the right to have the assistance of the Canadian Union of Public Employees' National Representative assigned to the Local at any formal Union/Management meeting. The National Representative shall have access to the Employer's premises for the purpose of attending such meetings. The Union may request permission from the Executive Director to have the assistance of such other personnel from the Canadian Union of Public Employees, or from the Local, as may be appropriate given the nature of the meeting, and permission shall not be unreasonably withheld.

3.05 Union Representatives

The Union recognizes and agrees that Union representatives have their regular duties to perform in connection with their employment. Only such time as is necessary will be taken up by the Union representatives during working hours to carry out their functions under this Agreement.

Permission to leave work during working hours for such purposes shall be obtained beforehand from the immediate Supervisor or designate. Such permission shall not be unreasonably withheld.

3.06 The Union agrees to notify the Employer in writing of the names of the Employees elected or appointed to represent the Union pursuant to the terms of this Agreement. The notice will contain the name and area of representation or the committee which the Employee represents.

3.07 The following committees shall be established consisting of an equal number of representatives from the Union and the Employer.

(a) Negotiating Committee

A Union negotiating committee shall be elected or appointed and shall consist of not more than three (3) members from the bargaining unit. The Union will endeavour where possible to elect or appoint representatives with non-conflicting work schedules. Where this is not possible, the parties agree that collective bargaining negotiations shall not compromise service delivery.

The Employer shall reimburse Employees at their regular rate of pay for scheduled hours lost that are spent in collective bargaining negotiations with the Employer up to the conclusion of conciliation but not thereafter.

(b) Grievance Committee

(i) In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint two (2) Union stewards. The stewards or Unit Chairperson may assist any Employee which they represent, in preparing and presenting their grievance in accordance with the Grievance Procedure.

(ii) The Employer acknowledges the rights and duties of the Unit Chairperson and Union stewards as noted above.

(iii) The Union steward or the Unit Chairperson and the grievor shall have the right to attend the arbitration hearing.

(c) Labour/Management Committee

i) The Employer and the Union shall each name up to three (3) representatives to the Labour/Management Committee. If further representation is felt to be necessary by either party, such request shall

be made in writing five (5) days in advance of the meeting. The committee shall meet regularly at times mutually agreed upon by the parties, but no less than three (3) times per year. Meetings of the committee shall not exceed two (2) hours in duration.

- ii) The purpose of the meetings will be to discuss matters of mutual interest and concern to the parties.
 - iii) Chairing of the meetings shall rotate between the Union and the Employer. Having consulted with both parties for agenda items, it is the responsibility of the chair person to finalize and distribute to both parties the agenda for such meetings ten (10) days in advance of such meeting. By mutual agreement of the parties, items may be added to the agenda up to five (5) days in advance of the meeting.
 - iv) The Union and Employer shall rotate minute taking for the meetings and send copies of said minutes to each party within seven (7) working days. Upon agreement of the content of the minutes the Employer and Union will sign off on the two copies of the minutes prior to the posting on the bulletin boards.
 - v) With prior notice to the Employer, the CUPE National Representative assigned to the bargaining unit shall be permitted to attend meetings of the Labour/Management Committee as needed. Likewise, should the Employer deem it necessary to have an advisor attend any meeting(s) of the Labour/Management Committee it will provide notice to the Union in advance.
 - vi) To enable the Labour/Management Committee to carry out its mandated role, Management will provide the Committee with pertinent financial and staffing information and with information about any re-organization plans that impact the bargaining unit.
- (d) Union-Employer Health and Safety Committee
- i) A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. All rights and privileges under the laws of the province of Ontario in respect of Occupational Health and Safety shall form part of this agreement.
 - ii) The joint committee will be co-chaired with the chairing of the meeting alternating between Union and the Employer.

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- iii) The Health and Safety Committee shall hold meetings quarterly or more frequently if an issue arises. If more frequent meetings are required either party may request in writing. The purpose of the meeting is for jointly considering, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices for all employees.
 - iv) The Union and Employer shall rotate minute taking for the meetings and send copies of said minutes to each party within seven (7) working days. Upon agreement of the content of the minutes the Employer and Union co-chairs will sign off on the two (2) copies of the minutes. Signed Minutes shall be posted on all Health and Safety Boards.
- (e) Any other committee required by legislation.
- (f) The Employer shall pay for time spent by Union representatives carrying out their functions under Articles 3.06(b), (c), (d) and (e) of this Agreement or where required to do so under applicable legislation.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of any Employee's membership or non-membership in the Union or because of any Employee's activity or non-activity in the Union or because any Employee exercised their rights under the *Ontario Labour Relations Act*.
- 4.02 The Employer and the Union agree that there shall be no discrimination or harassment against any Employee contrary to the *Ontario Human Rights Code*.
- 4.03 No Discrimination/Harassment
- The Employer, Employees and the Union agree to conduct their affairs in accordance with the *Ontario Human Rights Code* and agree that there shall be no discrimination, intimidation, restraint or coercion practiced or permitted by the Employer or the Union or any of their representatives against any Employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status, disability, political or religious affiliation.

4.04 Violence and Harassment in the Workplace

The parties agree that a safe workplace, free of violence and harassment, is a fundamental principle of a healthy workplace. Commitment to a safe and healthy workplace requires a high degree of cooperation between all parties. The parties are committed to a harassment and violence free workplace and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 Union Membership

- (a) All Employees who are members of the Union, at the time this Agreement becomes effective, shall retain membership in the Union for the duration of this Agreement unless promoted or transferred to a non-Union job in accordance with Article 3.01.
- (b) New Employees who fall into the scope of the bargaining unit as defined in this Agreement shall be covered by the Collective Agreement and pay Union dues. It is the Employee's choice to join or not to join the Union and participate in its activities.

ARTICLE 6 - STRIKES AND LOCK-OUTS

- 6.01 There shall be no strike or lock-out so long as the Collective Agreement continues to operate. The term "strike" and the term "lock-out" shall have their meaning as set forth in the *Labour Relations Act*, 1995, S.O. 1995, c. 1.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Check-Off Payments

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

7.02 Deductions

Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following

month for which the dues are levied. The cheque shall be accompanied by a list of the names, deductions, classifications, and the total amount of payroll from whose wages the deductions have been made. The Employer shall be notified in writing at least forty-five (45) days prior to any required change in Union dues or prior to any assessments.

7.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

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

ARTICLE 8 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

- 8.01 The Employer shall, at the time of hiring, provide new Employees with a copy of the Collective Agreement and a list of Union representatives as provided in Article 3.05 of the Collective Agreement.
- 8.02 The Union shall have one (1) thirty (30) minute period during working hours to meet new employee(s) and familiarize them with the Collective Agreement and to advise them of the employee's Steward and/or Local's representatives.

ARTICLE 9 – CORRESPONDENCE

- 9.01 All correspondence from the Employer to the Union arising out of the Agreement shall be forwarded to the Chairperson of the Unit. The Union shall inform the Employer in writing of the name and address of the Unit Chairperson and National Representative and of any changes as they occur. All correspondence from the Union to the Employer arising out of this Agreement shall be forwarded to the Executive Director or their designate.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Step 1

It is the mutual desire of the parties that grievances be resolved as quickly and informally as possible. An Employee who has a complaint shall discuss their complaint with their Supervisor within two (2) weeks of when they became aware of the complaint or when they ought reasonably to have become aware of the complaint. The Employer shall inform the employee they have a right to be accompanied by a Union Steward. If the Employee declines Union representation they will be required to indicate their decision in writing.

Note: The format of the form shall be mutually agreed to by the parties and a copy of completed forms provided to the Union.

10.02 Step 2

The Employee and their Supervisor shall attempt within seven (7) days to reach a resolution to the complaint. Any resolution reached at this stage does not establish a precedent and is without prejudice to either the Employer or the Union in other cases. Within the time limits, complaints that are resolved will be signed off by both the Employee and the Supervisor, and will not conflict with the terms of the Collective Agreement.

10.03 Step 3

If the complaint is not resolved between the Supervisor and the Employee, and it concerns a matter arising out of this Agreement, the Employee may present a formal written grievance to the Executive Director within seven (7) days of the failure to achieve a resolution with their Supervisor. The grievance will set out the nature of the complaint in reasonable detail and will state the Article(s) of the Collective Agreement allegedly violated. The Employee shall be entitled to the assistance of their Union steward in presenting the grievance at this stage.

10.04 Any difference arising directly between the Union and the Employer relating to the interpretation, application or alleged violation of the Agreement may be presented by either party as a Policy Grievance within twenty-one (21) days after the date when the subject matter of the grievance first arose. In the case of a Union Policy Grievance, the grievance will be presented to the Executive Director or their designee. In the case of an Employer Policy Grievance it will be presented to the Chairperson of the sub-unit. In either case, the grievance will set out the nature of the complaint in reasonable detail and will state the Article(s) of the Collective Agreement allegedly violated. The Executive Director

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- or the Unit Chairperson shall respond within seven (7) days. Failing satisfactory settlement, the matter may be referred to arbitration.
- 10.05 Grievances involving discharges, suspensions, lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure, within seven (7) days after the subject matter of the grievance first arose.
- 10.06 The term “days” mentioned in the Grievance and Arbitration Procedures shall mean calendar days. Any time limits may be extended by mutual written agreement.

ARTICLE 11 - ARBITRATION PROCEDURE

- 11.01 Where a grievance arises out of a difference between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where a grievance alleges that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party, in writing, of its desire to submit the grievance to arbitration. Such notice shall be given to the other party in writing within twenty-one (21) days after receipt of the other party’s response at Step 2 of the Grievance Procedure.
- 11.02 The parties shall endeavor to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, the Local shall request the Minister of Labour for Ontario, in writing to appoint an arbitrator.
- 11.03 The arbitrator shall hear and determine the grievance, and shall issue a decision which shall be final and binding upon the parties and upon any person affected by it.
- 11.04 Each of the parties hereto will jointly share the expenses of the sole arbitrator.
- 11.05 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure.
- 11.06 At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the Employee involved and any necessary witnesses.

ARTICLE 12 - DISCHARGE & DISCIPLINE

12.01 An Employee who has established seniority may only be discharged, suspended or disciplined for just cause.

Discharge

If an Employee who has completed their probationary period is to be discharged, and they are on the premises at the time of the discharge they shall have their steward in attendance and shall be provided with a reasonable amount of time with a steward before leaving the Employer's premises.

Discipline

The Parties recognize that it is in everyone's interest to address workplace issues in a timely manner. Where an Employee is being suspended or disciplined, they shall be notified in writing by the Employer with a copy to the Unit Chair, within seven (7) calendar days of the event in which the employee is to be disciplined occurred. Should extenuating circumstance arise due to the schedules the timeframe above may be extended by mutual agreement, which agreement will not be unreasonable denied.

When scheduling any meeting with an employee for the purpose of discipline or dismissal the Employer shall inform the employee of this right to have a steward or Union representative present.

If the Employee declines Union representation they will be required to indicate their decision in writing. A copy of the completed form will be provided to the Union.

A steward or Union Officer who is the subject of a disciplinary meeting shall have the right to consult with a CUPE staff representative and to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

12.02 Where a grievance relating to discipline, suspension or discharge, comes before an arbitrator, the arbitrator may make a ruling:

- (a) Confirming the actions of the Employer.
- (b) Reinstating the Employee with or without compensation for lost time; or
- (c) By disposing of the grievance in any other manner which is just and equitable.

ARTICLE 13 - PERSONNEL RECORDS

- 13.01 Each Employee shall be entitled to review their personnel file on reasonable notice and in the presence of the Employer, and to receive copies of the documents from the file, as requested.
- 13.02 The Employer recognizes that the primary purpose of performance appraisals are for work related development, thus a copy of the Employee's performance appraisal shall be given to the Employee but will not be placed on their personnel file until it has been discussed with the Employee, and the Employee's response to such appraisal shall also be maintained on the file.
- 13.03 When a period of twelve (12) months has been worked by an Employee and no further disciplinary notation has been made against an Employee's record, their past record dated prior to the commencement of the twelve (12) month period shall not be used in assessing further discipline and shall be removed from the employee's file.

ARTICLE 14 – PROBATION

- 14.01 a) A new full-time or part-time Employee will be on probation until they have completed six (6) months' employment.
- b) A new casual relief Employee will be on probation for a minimum of thirty (30) worked days to be completed in not less than six (6) months and not more than one (1) year, whichever comes first.

For training purposes, all new casual relief staff will be scheduled to work three (3) shifts alone in addition to their training shifts; if necessary the Employer may bypass the usual procedure for assigning work opportunities but scheduling of these shifts must be approved by the Employer. The parties agree that this will not reduce the regularly scheduled hours of work of a full or part-time Employee.

- c) In accordance with Article 15.02, an existing Employee who has completed their previous probation and is hired for another position within the YWCA Durham will be on a trial period of thirty (30) worked days. During this trial period, an Employee may be returned by the Employer for just cause or return to their former position if they so request.

- 14.02 The Employer during the probation period will provide orientation to the new Employee. The Employer shall provide a mid-probation report, in writing, to each probationary Employee, in conjunction with the passing of the mid-point of the probationary period. If there are documented concerns at any time during the probation period, the probation period may be extended for a further two (2) month period by mutual agreement in writing, between the Employer, Union and the Employee.
- 14.03 The parties recognize that the termination of a probationary Employee may be the subject matter of the Grievance and Arbitration Procedures set out in this Agreement. However, the parties specifically agree that the appropriateness of the termination of a probationary Employee is a matter for the discretion of the Employer and provided that the exercise of discretion in the termination of a probationary Employee has not been arbitrary, discriminatory nor exercised in bad faith, then the Employer will have established just cause for termination of a probationary Employee.

ARTICLE 15 - SENIORITY

- 15.01 The seniority of each Employee covered by this Collective Agreement shall be established after the completion of six (6) calendar months of continuous employment and shall then date back to the most recent date of hiring.
- (a) A Full time Employee who is regularly scheduled to work fifty-four (54) hours or more in a two (2) week period shall be credited with a year's seniority for each calendar year of service.
 - (b) Seniority for all part time and casual Employees shall be calculated based on hours worked. One thousand, seven hundred and fifty (1750) hours worked shall constitute one (1) year of seniority. It is understood an Employee cannot earn more than one (1) year of seniority for one (1) calendar year of employment.
 - (c) If the Employer temporarily hires a new Employee for a limited term or tasks of six (6) months or less, such an Employee shall not accumulate seniority. If their employment is continuous for more than six (6) months they will be credited with seniority back to their date of hire, in

accordance with 14.01(a), (b) or (c), whichever is applicable. In the case of an Employee temporarily hired to replace an Employee on pregnancy/parental leave this provision will apply, except that the Employee shall not accumulate seniority if they are hired for a term of twelve (12) months or less, and will not be credited with seniority unless their continuous employment exceeds twelve (12) months.

15.02 No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a non-Union position outside of the bargaining unit they shall retain their seniority accumulated up to the date of leaving the bargaining unit. Should such an Employee return to the bargaining unit they shall be credited with all their past seniority. Under no circumstances shall an Employee work in a bargaining unit and an excluded position simultaneously.

15.03 Lay-Off

- (a) In the event of a required reduction in the work force for whatever reason the Employer will, before the commencement of the notice period referred to herein, meet with the Labour/Management Committee to discuss the method of implementation including the areas of cutback, the Employees to be affected, and alternatives to lay-off.
- (b) Where there is no specific term of employment, the Employer will give all Employees who are to be laid off not less than one (1) month notice or pay in lieu thereof up to a maximum of twenty (20) days' regular straight time pay.
- (c) An Employee declared surplus as the result of a work force reduction for whatever reason may elect to claim the job held by an Employee with lesser seniority in the bargaining unit provided the surplus Employee has the qualifications, ability, training, and physical capability to perform the job being claimed. The surplus Employee exercising this right will be placed at the same rate as they enjoyed in their previous position or, if it is to a lower paying position, to the highest rate for the new position.

An Employee whose position has been claimed by the above process shall be entitled to exercise similar bumping rights, if applicable, or be laid off to await recall as provided hereafter. It is understood that the notice provided for in (b) is only required to be given to the Employee being laid off initially and not to Employees who are bumped.

- (d) An Employee who has successfully claimed a job held by an Employee with lesser seniority in the bargaining unit will be on a trial period of up to thirty (30) worked days. During such period, at the discretion of the Employee or Employer, the Employee may be returned to lay-off status.
- (e) The provisions of Articles 14.03 (a), (b), and (c) shall not apply where Employees are laid off due to acts of God, or emergencies such as fire, flooding or mechanical failure at the Employer's premises.
- (f) Employees who suffer a significant reduction in their regularly scheduled hours shall be entitled to bump in accordance with Article 14.03(c). A "significant reduction" for the purpose of this Article 14.03 shall mean the Employee has lost at least five (5) hours per week over at least a four (4) week period.

15.04 Recall From Lay-Off

Employees will be recalled from lay-off by personal contact or failing that by registered mail, in order of their seniority, provided they are qualified in accordance with the qualifications set out in 15.03 above.

An Employee, to whom a registered letter is sent, in accordance with this Article, will be expected to report for work within five (5) working days after the mailing of the registered mail or at a time arranged between the Employees and their Supervisor. Laid off Employees engaged in alternate temporary employment and who are recalled shall be permitted to give their current Employer two (2) weeks' notice of termination.

15.05 No new Employees will be hired in the bargaining unit where qualified Employees are on lay-off.

15.06 Seniority shall be forfeited and the Employee's employment shall be deemed terminated whenever an Employee:

- (a) Resigns and is not reinstated within three (3) working days.
- (b) Retires.
- (c) Is discharged for just cause, and such discharge is not reversed.
- (d) Fails to report for work or overstays a leave for more than three (3) consecutive scheduled working days without a satisfactory explanation.

- (e) Is laid off for a period in excess of the length of service of the Employee to a maximum of twenty-four (24) months whichever is less.
- (f) Fails to return to work after being recalled from lay-off in accordance with 15.04 above.
- (g) Is absent from work for three (3) consecutive days and fails to contact the Employer unless in all circumstances it was not possible to notify the Employer.
- (h) Who is a casual relief Shelter Counsellor at Y's WISH Shelter who fails to work at least three (3) shifts within a twelve (12) week period.

15.07 Seniority lists will be supplied to the Local Union and posted on bulletin boards on April 15th and October 15th of each year of this Agreement. Seniority shall be calculated as at March 31st and as at September 30th. If no claim is received to the contrary from an Employee within thirty (30) days of the posting of these lists, the dates shown shall be deemed correct.

When more than one (1) staff person is hired into the bargaining unit on the same day for the same position, their names will be placed on the seniority list according to the date they completed their probation. Individuals who complete their probation on the same date will then be listed in alphabetical order according to the first and, if necessary, the second initials of their last name.

ARTICLE 16 - JOB POSTINGS

16.01 Where a vacancy or new job exists in the bargaining unit, the Employer will post notice of the vacancy for a period of ten (10) calendar days on the Union Bulletin Boards and provide a copy to the Unit Chair. The notice will specify the nature of the job, all qualifications required, the location, hours of work and rate of pay. An Employee who wishes to be considered for the position so posted shall signify a desire by making formal application in accordance with the provisions of the posting. The Employer will also email any bargaining unit employee who is not scheduled to work during the first five (5) days of the posting period to notify them of the posting, where an email address has been provided.

16.02 In filling any posted vacancy under this Article, the Employer will appoint the qualified senior applicant who possesses the knowledge, training, skill, ability and capability necessary to perform the normal required work. If no applications are received from qualified Employees, the Employer may hire from external sources.

The successful applicant will be on a trial period of up to thirty (30) worked days. During such period they may return or be returned by the Employer to their former position and pay rate.

- 16.03 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers, temporary promotions and temporary vacancies shall not be deemed to be vacant for the purpose of this Article. However, in the event that the Employer does decide to fill a position held by an Employee on pregnancy or parental leave, the position will be posted in accordance with this Article. A permanent Employee filling such vacancy shall continue to accumulate all rights and benefits they are entitled to under this Agreement.
- 16.04 The Employer shall promptly submit to the Unit Chair information respecting all job postings, appointments, hiring, layoffs, transfers, recalls, and termination of employment regarding positions within the Bargaining Unit.

ARTICLE 17 - HOURS OF WORK

- 17.01 It is the desire of the parties to encourage flexibility in work schedules that benefits the Employees and the Employer. Accordingly, to the extent practical, all work schedules will be arranged in consultation between the affected Employees and their Supervisors. In the event a work schedule satisfactory to the Employer cannot be reached by this consensus, the decision of the Employer shall prevail. Work schedules shall cover a minimum period of four (4) weeks.
- 17.02 Work schedules for Full and permanent Part-time Shelter Employees are set on a Master Rotation. The Employer shall post the open shifts that are known to be available on the 12th of the month (6 weeks in advance on the applicable period). If the 12th falls on a weekend or statutory holiday then it shall be posted the previous Friday. Employees shall have seven (7) calendar days commencing the day following the posting, to indicate availability. Late requests, beyond the seven (7) days, will not be accepted. All schedules shall be posted in the front office and emailed to an email address provided by the employee. It remains the sole responsibility of the employee to ensure that administration/management have a current email address.

Should the employee not receive the email, due to unforeseen circumstances, it is the employee's responsibility to contact the administration for a copy of the schedule.

Shift preferences and availability must be submitted on the appropriate form. It is the sole responsibility of the employee to ensure this form has been received by the administration.

The form shall indicate their 1st, 2nd 3rd etc., preference for their availability. The Employer shall distribute the available shifts to employees in an equitable manner in consideration of preference & seniority.

The final schedule shall be posted a minimum of one (1) month in advance.

Further, it is understood the posted work schedules shall not prohibit the Employer from making necessary changes in order to service client needs. A shift, once scheduled, will not be changed by the Employer without one (1) week's notice unless the Employer and the employee mutually agree.

Once a shift has been assigned, with the exception of illness, that shift is the responsibility of that employee.

Switching of shifts may be permitted as long as the switch is by the end of the following pay period. This switch must be co-ordinated by the employee requesting the switch and approved by the supervisor and will not result in overtime for either party.

An employee cannot opt out of a scheduled shift in order to accept a newly available shift.

17.03 Employees working shifts that are longer than five (5) hours shall be entitled to a meal break of one-half (½) hour. Employees who are required by the Employer to remain in their building due to the nature of their job shall have their meal provided by the Employer at no cost to the Employee and shall be paid for their meal break. Otherwise, the meal break will be unpaid.

17.04 There shall be an Overnight shift premium of fifty (\$0.50) cents per hour. Effective Ratification: Overnight shift premium of Seventy-five (\$.75) per hour.

17.05 Rest Periods

Employees shall receive rest periods as follows:

1. Shifts of five (5) hours or less than five (5) hours - one (1) fifteen (15) minute paid break.
2. Shifts of greater than five (5) hours but less than seven (7) hours - one (1) fifteen (15) minute paid break and the lunch period as specified in Article 17.04.

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3. Shifts of seven (7) hours or greater - two (2) fifteen (15) minute paid breaks and the lunch period specified in 17.04.
- 17.06
1. Full-time staff shall not be required to work more than six (6) consecutive days unless otherwise mutually agreed.
 2. Part-time Employees shall not be required to work more than seven (7) consecutive days unless otherwise mutually agreed.
 3. Scheduled days off shall be allocated at the rate of a minimum of two (2) consecutive days off except where otherwise mutually agreed.
 4.
 - a) Shifts may be scheduled for up to but not exceeding eight (8) hours unless otherwise mutually agreed.
 - b) Notwithstanding a) above, shifts at Y's WISH may be scheduled for up to but not exceeding ten (10) hours unless otherwise mutually agreed.
 5. Employees who are required to work weekends shall be entitled to every other weekend off unless otherwise mutually agreed. A weekend shall include a Saturday and a Sunday.
 6. Permanent part-time Shelter Counsellors are scheduled to work three (3) out of four (4) weekends unless otherwise mutually agreed.
 7. No Employee shall be scheduled for a shift or mandatory training/staff meeting for less than three (3) hours, if less than three (3) hours the employee shall be paid three (3) hours at the applicable rate. The Employer shall offer mandatory training at alternate times to include evenings or weekend options where possible.
- 17.07 Part-time Employees may accept call-in shifts provided that accepting those shifts would not put the Employee into an overtime situation, and would not result in the part-time Employee working sixty-five (65) hours or more in total in a two (2) week period. Casual Employees may accept call-in shifts provided that accepting those shifts would not put the Employee into an overtime situation, and would not result in the casual Employee working fifty (50) hours or more in total in a two (2) week period. It is understood that call-in shifts worked shall not be considered in determining how many hours an Employee is regularly scheduled to work or in determining whether an Employee is full-time or part-time.

17.08 Additional Work Opportunities

Subject to the conditions set out below, certain work opportunities will be offered first to full-time, then to part-time, and then to casual relief staff in that order and in order of seniority in their respective classification. This shall apply when shifts remain unfilled after the initial schedule is prepared, as well as to situations where staff who have been scheduled are absent due to illness, short notice vacations, or for other reasons. If more than one shift becomes available and is being offered out in the same call an employee shall only be able to select one shift initially until all other employees have been given the same opportunity.

In the case of Employees who are not at work when the work opportunity is offered, such Employee shall be deemed to have been offered the work opportunity if one (1) phone call is placed and one text message is sent to the Employee's preferred phone number as recorded on YWCA records. In cases where the Employee has given two (2) preferred phone numbers, both numbers shall be called and texted. Where the available shift is more than seventy-two (72) hours away, the Employer will also email and/or text the offer to the Employee and the Employee shall be deemed to have been offered the work opportunity. It shall be the Employee's responsibility to ensure that the YWCA has their current phone number(s) and email address. If the Employer does not receive a response within two (2) hours the Employer can contact the next person on the list.

Nothing in this Article creates any obligation to offer shifts to an Employee if accepting those shifts would put the Employee into an overtime situation, or would result in a part-time Employee working sixty-five (65) hours or more or a casual relief staff working fifty (50) hours or more in a two (2) week pay period. It is the Employee's responsibility to inform their Supervisor and or caller prior to accepting a shift if accepting the shift would either place them in an overtime position or, in the case of a part-time Employee, would result in them working sixty-five (65) hours or more or a casual relief staff working fifty (50) hours or more in a two (2) week pay period.

If the shift still remains unfilled part time Employees can exceed their sixty-five (65) hour cap and will be called in order of seniority. If the shift still remains unfilled casual relief staff can exceed their fifty (50) hour cap and will be called in order of seniority.

A Call Sheet shall be maintained with Employees' names, phone number(s) and action taken by Supervisor/Call-in person. All calls, emails and text messages shall be properly documented.

If a shift becomes available Employees will be contacted in order of the established "Call Sheet". Once the start of the shift is within a forty-eight (48) hour time frame the shift shall be assigned on a first come first serve basis.

In the event that the order established is not followed, the remedy will be an offer of equivalent work opportunity, not monetary compensation, to be worked by the Employee within sixty (60) days of the missed opportunity. The scheduling of the work opportunity shall not be subject to or affected by the order set out in this schedule.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

All overtime work must be authorized by the Employee's Supervisor in advance except in the case of emergency. Any hours worked in excess of eighty (80) hours in a two (2) week period, in excess of eight (8) hours per day or on the seventh (7th) consecutive day and every consecutive day thereafter, will be paid for at the overtime rate of time and one-half (1½). Shelter counsellors will be paid overtime for any hours worked in excess of eighty (80) hours in a two (2) week period, in excess of ten (10) hours per day or on the seventh (7th) consecutive day and every consecutive day thereafter will be paid at the overtime rate of time and one-half (1 ½). All time paid shall be considered time worked. Except for compensation for Paid Holidays in accordance with Article 20.05, which shall not be counted toward the accumulation of hours for the purposes.

18.02 Call-In/Call Back Pay

- (a) An Employee who is requested by their Supervisor to attend a meeting on their regularly scheduled day off, and who attends such meeting, shall be paid at their regular rate for a minimum of three hours or for the time spent attending the meeting, whichever is greater.
- (e) An Employee who reports for work, as scheduled, who has not previously been advised not to attend on that day, shall be provided with a minimum four (4) hour work opportunity or straight time pay in lieu thereof.

(c) Call Back

Where, after the completion of an Employee's normal shift the Employee is called at home by a manager and requested to return to work, they shall be paid time and one-half (1½) for each hour of attendance with a minimum payment of three (3) hours.

- (d) An Employee cannot be called in to work a shift less than three (3) hours.

18.03 Adjustment in Work Schedule

An Employee's regularly scheduled hours shall not be decreased to offset any overtime worked unless requested by Employee and approved by their Supervisor. If an Employee requests to adjust their working hours then the hours are to be utilized by the end following pay period.

18.04 Overtime Distribution

All Employer authorized overtime shall be offered to employees within the program on the basis of seniority. The distribution of overtime shall be offered on a rotational basis within the pay period.

18.05 It is understood that premiums will neither be duplicated nor pyramided.

ARTICLE 19 - BULLETIN BOARDS

19.01 The Union shall have the use of a bulletin board at 55 McGrigor Street, at 33 McGrigor Street, at Y's WISH Shelter, and Higgins House. These boards will be used by the Union only for the purpose of disseminating information concerning Union meetings, elections, social affairs and other non-political items which will be of general interest to Employees. The Employer reserves the right to approve for posting all notices. Such approval shall not be unreasonably withheld.

ARTICLE 20 - PAID HOLIDAYS

20.01 The Employer recognizes the following as paid holidays:

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

and any other day declared a public holiday as per the *Employment Standards Act*.

Eligible employees shall be granted two (2) additional floating holidays per contract year.

This provision shall not apply to casual relief staff. Casual relief workers will be paid two and one-half (2 ½) times their regular hourly rate for all hours worked on statutory holidays.

Employees who observe religious holidays other than those listed above are guaranteed time off to observe such holidays. At the discretion of the Employer, this time shall be taken in lieu of statutory holidays, as accumulated overtime, as vacation time, as float days or as time off without pay. At the beginning of each calendar year, any Employee who wishes to take time off to observe these holidays should notify their immediate Supervisor.

20.02 The parties hereto recognize that continuity of service with their clients is essential, and that the YWCA is a continuous operation as defined in the *Employment Standards Act*. Therefore, it is recognized and agreed Employees covered by this Collective Agreement may be required to work on the holidays set out above.

20.03 Compensation for Holidays on Saturday or Sunday

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

20.04 Pay for Regularly Scheduled Work on a Paid Holiday

An Employee who is entitled to a statutory holiday with pay, who is required to work on that holiday, shall receive two and one-half (2½) times their regular hourly rate for all hours worked. There will be no additional day off for such an Employee, unless this can be arranged with the Employee's immediate Supervisor, in which case the premium for working on the holiday will be at time and one-half (1½) with an additional paid day off.

20.05 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above noted paid holidays fall on an Employee's scheduled day off, the Employee shall receive a day's pay or another day off with pay at a time mutually agreed upon by the Employee and Employer within three (3) months of the paid holiday. Such agreement shall not be unreasonable withheld.

ARTICLE 21 – VACATIONS

21.01 (a) Full-time Employees

For the purpose of this Article, a full-time Employee is an Employee who has regularly worked fifty-four (54) or more hours per two (2) week period during the previous year. Call-in shifts worked by the Employees shall not be considered in determining the hours worked by the Employee to determine full-time or part-time status for purposes of this Article.

An annual vacation with pay shall be granted for each full-time Employee in accordance with the following schedule:

- (i) Employees who have completed less than one (1) year of continuous service as of December 31st of the previous calendar year and who have a normal work week of five (5) days shall be entitled to 0.83 days of vacation with pay for each month of completed service as of December 31st of the previous calendar year. (Employees with a normal work week of four (4) days shall be entitled to 0.67 days of vacation for each month of completed service.)
- (ii) Employees who have completed at least one (1) year of continuous service but less than four (4) years of continuous service as of December 31st of the previous calendar year shall be entitled to a maximum of three (3) weeks of vacation with pay per year, which shall accrue at the rate of 1.25 days per month in the case of Employees with a normal work week of five (5) days or one (1) day per month in the case of Employees with a normal work week of four (4) days.
- (iii) Employees who have completed at least four (4) years of continuous service but less than ten (10) years of continuous service as of December 31st of the previous calendar year shall be entitled to a maximum of four (4) weeks of vacation with pay per year, which shall accrue at the rate of 1.67 days per month in the case of Employees with a normal work week of five (5) days or 1.33 days per month in the case of Employees with a normal work week of four (4) days.

- (iv) Employees who have completed at least ten (10) years of continuous service but less than eighteen (18) years of continuous service as of December 31st of the previous calendar year shall be entitled to a maximum of five (5) weeks of vacation with pay per year, which shall accrue at the rate of 2.08 days per month in the case of Employees with a normal work week of five (5) days or 1.67 days per month in the case of Employees with a normal work week of four (4) days.
- (v) Employees who have completed eighteen (18) years or more of continuous service as of December 31st of the previous calendar year shall be entitled to a maximum of six (6) weeks of vacation with pay per year, which shall accrue at the rate of 2.5 days per month in the case of Employees with a normal work week of five (5) days or 2.08 days per month in the case of Employees with a normal work week of four (4) days.

For purposes of this Article, a week of vacation with pay shall refer to the number of working days in an Employee's normal work week at the time the vacation is taken, paid at an Employee's regular rate. For example:

- If an Employee has a normal work week of five (5) days, a week of vacation for that Employee shall mean five (5) working days off with pay at their regular rate.
- If an Employee has a normal work week of four (4) days, a week of vacation for that Employee shall mean four (4) working days off with pay at their regular rate.

Employees who have varying weekly schedules but who normally work the same number of shifts over two (2) weeks, shall have their weeks of vacation calculated by adding the days that they work over a two (2) week period and dividing by two (2). For example, if an Employee normally works eight (8) days over a two (2) week period, five (5) days in one (1) week and three (3) days in another week, a week of vacation shall mean four (4) working days.

A normal work week refers to the ordinary, normal and usual number of days an Employee works in a week, excluding circumstances such as overtime, covering for other staff, sick leave and public holidays.

21.01 (b) Part-Time Employees

The following vacation schedule shall apply to all eligible part-time Employees. For the purpose of this Article, a part-time Employee is an Employee who has regularly worked less than fifty-four (54) hours per two (2) week period during the previous year, and does not include a casual relief staff.

Eligibility	Vacation Entitlement
During the first year of service	4% of gross earnings in the calendar year
After completion of 1 year of continuous service but before completion of 4 years of continuous service	2 weeks' time off with vacation pay equivalent to 4% of gross earnings in the calendar year
After completion of 4 years of continuous service but before completion of 10 years of continuous service	3 weeks' time off with vacation pay equivalent to 6% of gross earnings in the calendar year
After completion of 10 or more years of continuous service	4 weeks' time off with vacation pay equivalent to 8% of gross earnings in the calendar year
After completion of 20 or more years of continuous service	6 weeks' time off with vacation pay equivalent to 12% of gross earnings in the calendar year

"Gross earnings" shall be determined in accordance with the *Employment Standards Act*.

It is agreed pursuant to the *Employment Standards Act* that part-time Employees shall receive their vacation pay in June and December of each year, irrespective of when vacation time off is actually taken.

(c) Casual Relief Staff

Casual relief staff shall receive vacation pay of four per cent (4%) of annual gross earnings.

Casual relief staff who have been employed for five (5) years or more shall receive vacation pay of six per cent (6%) of the annual gross earnings.

“Gross earnings” shall be determined in accordance with the *Employment Standards Act*.

Vacation shall be paid in June and December of each year.

- (d) Twice per year, on the first pay period in June and the first pay period in December, the Employer will provide all part-time and casual employees with payment for any vacation pay accumulated to their credit at those respective dates.

21.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an Employee’s vacation period, they will be allowed an additional vacation day with pay at a time mutually agreed upon by the Employee and the Employer.

- 21.03 For the purpose of this Article layoffs and leave of absence of less than one (1) year shall not be considered a break in service for the purpose of calculating years of service.
- 21.04 All Employees are entitled to take vacation at any time during the year upon approval from their Supervisor. Employees shall request their vacation by April 1st of each year. The Employer will approve and distribute the vacation schedule by May 1st of each year. All requests received by April 1st shall be considered on the basis of seniority within each work location. All requests received after April 1st shall be considered on a first come first serve basis by the Supervisor. It is agreed that the Employer will initially approve a maximum of two thirds (2/3) of Y’s WISH Shelter Counsellors to be on vacation during the three (3) consecutive shifts that constitute a twenty-four (24) hour period. Additional request(s) may be approved if coverage is available.
- 21.05 Vacation shall be taken within three (3) months of the end of the year in which it was earned. Otherwise there shall be no carryover of vacation from one (1) year to the next except in extenuating circumstances in which case prior approval must be obtained in writing from the responsible Manager; where approval is not granted the Employer will provide its reasoning.
- 21.06 Employees shall not ordinarily be granted vacation time during their probation period except in extenuating circumstances approved by the responsible Manager.

- 21.07 Employees shall not be granted vacation until it is earned except in extenuating circumstances approved by the responsible Manager; where approval is not granted the Employer will provide its reasoning. Where vacation pay has been advanced to an Employee and is outstanding at the time that the Employee's employment terminates, it is agreed pursuant to the *Employment Standards Act* that the Employer is authorized to deduct the amount of vacation pay advanced from the Employee's final pay cheque.
- 21.08 If an Employee leaves employment they shall be paid out for vacation earned but not used as of the date of termination.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Union Business

Leaves of absence shall be granted, without pay, to two (2) Employee at any one (1) time, who are elected or otherwise appointed to represent the Union at conferences, seminars, conventions or other matters of Union business provided that no two (2) Employees from the same program can take such leaves at the same time. During such leave the Employee shall accumulate seniority. An Employee requesting leave in accordance with this provision shall provide at least two (2) weeks' notice of the request for such leave. The total period of absence for such activities shall not exceed ten (10) work days for an Employee in any calendar year.

22.02 Bereavement Leave

In the case of death in the immediate family of an Employee, the Employer shall grant the Employee five (5) working days' leave of absence, without loss of pay. An Employee's "immediate family", shall, for the purpose of this Agreement, mean: parents, partner or spouse, child, brother or sister, guardian or a person who stands in "local parentis".

In the case of the death of an Employee's grandparents, grandchild or parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law, three (3) working days' leave of absence, without loss of pay, shall be granted in accordance with the conditions set out above.

The above provisions must be utilized during the two (2) week period following the bereavement with the exception that an Employee may take one of the days referred to above to attend the funeral or memorial service, provided the funeral or memorial service falls on a regularly scheduled day.

22.03 Personal Leave of Absence

Depending upon the requirements of the service, leaves of absence may be granted, in writing and without pay, to any Employee for legitimate personal reasons.

An Employee requiring a leave of absence will make their request, in writing to the Executive Director(s), stating the reason for the leave and the length of leave requested providing as much lead time as is reasonably possible. During such leave seniority will accumulate. Leaves of absence to enable an Employee to undertake other revenue generating options or to engage in other gainful employment opportunities will be limited to a period not to exceed ninety (90) days.

22.04 Pregnancy and Parental Leaves

Provision of Pregnancy, Parental and Adoption Leaves shall be in accordance with the *Employment Standards Act* as summarized hereinafter. In case of a conflict between the *Employment Standards Act* and the summary below, the *Employment Standards Act* shall prevail.

Pregnancy (Including Parental)

- (a) Upon written request, leave of absence, without pay and without loss of seniority, shall be granted for Pregnancy and Parental Leave to a maximum of fifty-two (52) weeks in total to an Employee who has thirteen (13) weeks of continuous service. The Employee returning to work after such leave shall provide the Employer with at least four (4) weeks' notice.

Note: The fifty-two (52) weeks referred to herein comprise a period of seventeen (17) weeks of Pregnancy Leave and thirty-five (35) weeks of Parental Leave.

If an Employee wishes a leave of absence longer than the maximum period of fifty-two (52) weeks, then a request may be made to the Executive Director.

Parental

- (b) An Employee who has been employed by the Employer for at least thirteen (13) weeks who adopts or is newly parenting a child and who

does not take Pregnancy Leave, shall be entitled to a thirty-seven (37) consecutive week Parental Leave as provided in the *Employment Standards Act*.

Rights and Benefits

- (c) In cases where an Employee's absence qualifies as either Pregnancy or Parental Leave, credits for seniority and credits for service for salary increments shall continue to accumulate.
- (d) During Pregnancy or Parental leaves of absence, participation by the Employer and the Employee with respect to their premium contribution toward the benefit plans outlined in Schedule "B" of this Agreement shall be continued with the following exception:
 - (i) Where the Employee gives notice, in writing that they do not intend to pay their required contributions.
- (e) When a leave of absence without pay exceeds thirty (30) days, benefits coverage may be continued by the Employee, provided the Employee pays the total cost of the premiums to the Employer for each monthly period in excess of the thirty (30) days.

22.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant a leave of absence without loss of seniority to an Employee who serves as juror in any court. The Employer shall pay such an Employee for a period not to exceed three (3) months the difference between their normal earnings and the payment received for jury service, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received. Time spent by an Employee who is subpoenaed to attend in court as a witness in any matter arising out of their duties as an Employee shall be considered as time worked at the regular rate of pay.

22.06 Employees shall be entitled to take leaves in accordance with the *Employment Standards Act 2000*, as amended from time to time including:

- Personal Emergency Leave
- Family Medical Leave
- Family Caregiver Leave
- Critically Ill Childcare Leave

ARTICLE 23 - SICK LEAVE

- 23.01 (a) The Employer shall provide each full-time Employee with eighteen (18) days per year and twelve (12) days per year for part-time Employees. For clarity, sick leave accumulates at the rate of 1.5 days per month (worked) for full-time Employees and 1.0 day per month (worked) for part-time Employees.
- (b) Employees may take up to half (½) of their yearly sick-days (i.e. 9 days for full-time Employees and 6 days for part-time Employees) entitlement if needed to care for an immediate family member. It is understood that sick days are provided for illness of the Employee or immediate family member.
- (c) Employees may carry over any unused portion of sick leave from year to year to a maximum of one hundred and eighty (180) days.
- (d) There shall be no cash out of banked sick days.
- (e) Full-time Employees may use up to five (5) of their sick days per year for Wellbeing Days. Part-time Employees may use up to three (3) days of their sick days per year for Wellbeing days.

Wellbeing Days may be used on short notice to the Employer, and require the approval of the Supervisor/Manager, which approval will not be unreasonably withheld. The Employee shall provide as much notice as possible.

Wellbeing Days may not be scheduled or taken consecutively, nor can they be scheduled immediately prior to, immediately after, or during, scheduled vacation.

The use of Wellbeing Days of any kind shall not be calculated in the numbers of sick days used in the Attendance Management policy.

Any Wellbeing Days not used at the end of the year are converted to regular sick days for the purpose of any accumulation for the next year as per Article 23.01 and can no longer be used as Wellbeing Days.

- (f) Employees shall not be permitted to borrow sick leave when the Employee has exhausted their sick leave bank.

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- (g) Employees absent for thirty (30) days or more shall not accumulate sick leave while absent from work, with the exception of Employees on maternity or parental leave.
 - (h) Sick leave must be taken in half (½) day or full day increments, not in hourly increments. Where, with their Manager's approval, an employee leaves early due to illness and the absence is for fewer than two (2) hours, the employee will have the option of taking a half-day of sick leave or of making up the time within the current or the next pay period as scheduled with the approval of the Manager. It is understood that any making up of time will not result in overtime, regardless of Article 18.01 and subject only to the limitations of the *Employment Standards Act, 2000* (or successor legislation).
 - (i) A medical certificate will be required after three (3) consecutive scheduled work days of absence due to illness, or where a sick day is used immediately prior to, immediately after, or during, scheduled vacation. Where the Employer has concerns regarding an Employee's absence(s) the Employer will communicate their concerns to the Employee and the Union and may request a medical certificate. The Employer shall compensate the employee for the cost of the medical certificate; standard medical notes will be reimbursed to a maximum of twenty-five dollars (\$25) upon provision of a receipt. Where follow-up and/or more detailed medical reports are requested by the Employer, the Employer will address the cost directly with the health care professional.
 - (j) Sick leave may be substituted for planned vacation when an employee's vacation has been interrupted due to a serious illness/accident of more than three days verified by a medical certificate with satisfactory proof of illness, immediately prior to and/or during an employee's vacation.

ARTICLE 24 - EMPLOYEE DEVELOPMENT

24.01 The Employer and the Employees recognize the benefit of continuing education and reasonable efforts shall be made to provide Employees with pertinent information regarding courses, conferences, seminars and workshops, etc. Notices of educational opportunities may be posted at the office.

24.02 Provided approval is first obtained from the Employer, an Employee may attend courses, conferences, seminars and workshops, etc. at their own expense, for which they shall be allowed time off work without pay.

24.03 In cases where the Employer requires an Employee's attendance at courses, conferences, seminars, workshops, etc., the Employer shall pay all reasonable expenses incurred by the Employee concerned. Attendance at such professional activities shall be without loss of pay or benefits for scheduled hours on the day(s) in question or hours in attendance whichever is greater.

ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

The Employer shall pay salaries and wages every two (2) weeks on Thursday by direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

25.02 Rate of Pay on Promotion or Reclassification

An Employee temporarily assigned or reclassified in accordance with this Collective Agreement to a higher paying position shall receive the lowest rate of pay for that position that is above the Employee's regular rate of pay for the time they perform that job. Employees promoted to a new position in accordance with this Collective Agreement shall be placed in the job rate for the new position.

25.03 Automobile Allowance

Where an Employee is required by the Employer to use their own automobile for the Employer's business, an automobile allowance shall be reimbursed as follows:

- (a) Effective Ratification: 0.50¢ cents per km

Employees shall carry a minimum level of one million (1,000,000) Public Liability and Property Damage Insurance.

25.04 Cash Shortages

An Employee handling cash shall not be required to reimburse for shortages, except in the case of criminal conduct. In case of proven criminal conduct involving theft of cash, the Employee shall be required to reimburse the shortage of cash and the penalty shall be discharge.

25.05 Boot Allowance

All Maintenance Employees and Employees required to wear safety shoes shall be reimbursed up to one hundred and fifty dollars (\$150.00) towards the purchase of CSA green patch boots or safety shoes upon the submitting the original receipt. It is understood a claim can be submitted only once per contract year.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION**26.01 New Classifications**

Whenever a new classification is created or an existing classification is substantially changed, the rate of pay shall be subject to negotiations between the Employer and the Union. In the interim the rate of pay is to be set by the Employer. If the parties are unable to agree on the rate of pay for the classification, such dispute may be subject to grievance commencing at Step 2 of the Grievance Procedure.

ARTICLE 27 – GENERAL

27.01 The costs of printing and copying this Agreement shall be shared equally between the Union and the Employer.

ARTICLE 28 - TERM OF AGREEMENT

28.01 Duration

This Agreement shall be binding and remain in effect from January 1st, 2022 to December 31st, 2024 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing within ninety (90) days of the expiry date of the Agreement.

SIGNED at Oshawa, Ontario this 8th day of August 2022

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2936-06**

**SIGNED ON BEHALF OF THE
YOUNG WOMEN'S CHRISTIAN
ASSOCIATION DURHAM
("YWCA")**

SCHEDULE "A" -WAGE RATES

Union Positions	Job Rate	Job Rate	Job Rate	Job Rate
	Jan 01/21	Jan 01/22	Jan 01/23	Jan 01/24
Cleaner – PT (55)	15.49	15.64	15.87	16.11
Caretaker CR/PT/FT	16.82	16.99	17.24	17.50
2nd Stage Cook	17.32	17.49	17.75	18.02
Shelter Cook	17.32	17.49	17.75	18.02
Maintenance Coordinator	22.46	22.68	23.02	23.37
Shelter Counsellor - CR	22.46	22.68	23.02	23.37
Shelter Counsellor - PPT	22.46	22.68	23.02	23.37
Job Skills/Peer Mentoring	22.46	22.68	23.02	23.37
Interim Housing Coordinator	22.46	22.68	23.02	23.37
Children's Advocate Worker	22.46	22.68	23.02	23.37
Crisis Care/Outreach Worker	22.46	22.68	23.02	23.37
Shelter Counsellor - FT	22.46	22.68	23.02	23.37
Transitional Counsellor	22.46	22.68	23.02	23.37

SCHEDULE "B"

BENEFITS

In the event of any dispute, the terms of the above plans, documents or policies of insurance shall govern. It is agreed that the Employer may change the insurance carrier of any or all of these benefits provided that there shall be no change to the benefits as set out.

Eligibility

An Employee is eligible and continues to be eligible for the benefit plan while meeting all of the following conditions:

1. The Employee is actively working for the YWCA Durham.
2. The Employee regularly works for the YWCA Durham at least twenty (20) hours each week.
3. The Employee has been continuously employed by the YWCA Durham for a minimum of six (6) months.
4. The Employee resides in Canada.
5. The Employee is not laid off.

(A) Life Insurance Plus A.D. & D.

No deductible; one hundred per cent (100%) of premium paid by Employer.

- (a) Effective January 1, 1996, Employee \$25,000.00, Spouse \$10,000.00, each child \$5,000.00.
- (b) Effective January 1, 1996, Accidental Death and Dismemberment, two (2) times an Employee's life insurance.

(B) Extended Health Care & Dental Plan

The Employer shall pay eighty per cent (80%) of premiums for an extended Health Care and Dental Plan for eligible Employees.

Specific coverage shall be outlined in the benefit booklet.

- Eye exam every two (2) years to an eighty dollar (\$80.00) maximum. Two hundred (\$200.00) for glasses every 2 years.
- \$400/year - Chiropractors
- \$300/year – Massage, Physiotherapy, Acupuncturist, Naturopath, Speech Therapist, Osteopath, Podiatrists/Chiropodist
- Hearing Aids \$300/5 years
- Foot Orthotics \$400/year
- Private Duty Nursing \$10,000/year
- Breast Prosthesis – reasonable & customary
- Out-of-Country Emergency/Deluxe Travel card
- Basic Dental Services – Current ODA – Exam – once every 9 months

(C) Group RRSP

- Optional Participation in a Group RRSP for all Full and Part Time Employees – 2% Employee/2% Employer contributions. The Employer will match the Employees contributions up to a maximum of 2% of the Employees gross annual salary on an annual basis. The Employee may contribute more than 2% however, the Employer is only obligated to match the Employees contribution to a maximum of 2% of the annual salary.
- New Hires may enrol in the Group RRSP upon eligibility of benefits.
- An employee may choose to participate in the Group RRSP after the initial enrolment, if so then the Employer's contributions shall not be retroactive.
- There shall be two (2) established dates for enrolment or to make changes to enrolment in the Group RRSP in a given year (one in May and one in November). At each of these times, the Employees will be given a two (2) week notice period to notify the Employer of any additions/changes to the plan.

LETTER OF UNDERSTANDING

BETWEEN:

YOUNG WOMEN’S CHRISTIAN ASSOCIATION DURHAM (“YWCA”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2936-06

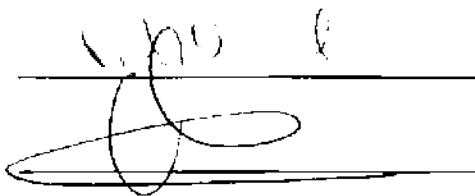
Re: Professional Development

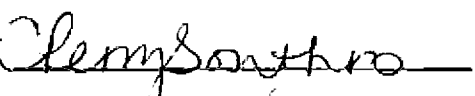
It is understood that some trainings, meeting and or employee development are mandatory to employment with the YWCA Durham. Training will be available on a minimum of two (2) dates (where possible The Employer will look for one of those dates to be outside of Mon - Fri 9-5 pm) and a minimum of three (3) weeks notice. If an Employee cannot attend the Employer provided training, the Employee will be responsible for ensuring that they have completed such specific trainings within a stipulated reasonable time frame, not to exceed ninety (90) day. If training is not available during the ninety (90) day period an employee can submit proof of enrolment. An Employee shall be responsible for the costs associated with the completion of the training if they are unable to attend the Employer provided training. The Employer shall reimburse the Employee an amount equal to the cost of the Employer paid training. If an Employee has not successfully completed the mandatory training within the ninety (90) day period the employee shall not be scheduled shifts until they have completed the training and their employment may be terminated after an additional thirty (30) days.


SIGNED at Oshawa, Ontario this 8th day of August 2022

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 2936-06**

**SIGNED ON BEHALF OF THE
YOUNG WOMEN’S CHRISTIAN
ASSOCIATION DURHAM (“YWCA”)**







Renewed: August 2022

LETTER OF UNDERSTANDING

BETWEEN:

YOUNG WOMEN'S CHRISTIAN ASSOCIATION DURHAM ("YWCA")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

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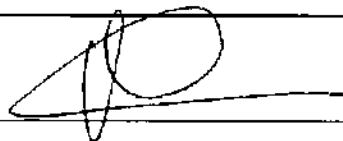
Re: Use of Agency Staff

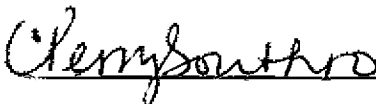
The Employer agrees to utilize agency staff only if there are no bargaining unit employees available to work the required hours/shift.

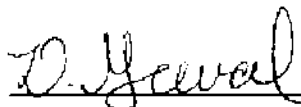
SIGNED at Oshawa, Ontario this 8th day of August 2022

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CANADIAN UNION OF PUBLIC EMPLOYEES
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**SIGNED ON BEHALF OF THE
YOUNG WOMEN'S CHRISTIAN
ASSOCIATION DURHAM ("YWCA")**







Renewed: August 2022

LETTER OF UNDERSTANDING

BETWEEN:

YOUNG WOMEN'S CHRISTIAN ASSOCIATION DURHAM ("YWCA")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its Local 2936-06

Re: Funding

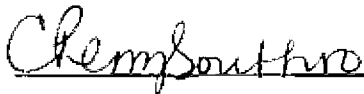
In the event that the Ministry of Community and Social Service and/or Durham Region provides additional funding the parties will meet to discuss the potential allocation of any additional funding towards the increase of wages.

SIGNED at Oshawa, Ontario this 8th day of August 2022

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and its Local 2936-06**

**SIGNED ON BEHALF OF THE
YOUNG WOMEN'S CHRISTIAN
ASSOCIATION DURHAM ("YWCA")**







Renewed: August 2022

LETTER OF UNDERSTANDING

BETWEEN:

YOUNG WOMEN'S CHRISTIAN ASSOCIATION DURHAM ("YWCA")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

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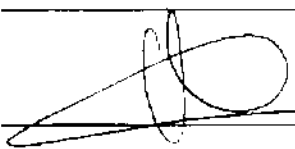
Re: Multi-Sector Pension Plan

The Employer agrees to attend an information session, organized or otherwise facilitated or arranged by the Union, regarding the Multi Sector Pension Plan. The Parties can discuss through Labour Management to discuss the possibility of converting the current RRSP program to the Multi Sector Pension Plan during the life of the Collective Agreement.

SIGNED at Oshawa, Ontario this 8th day of August 2022

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
and its local 2936-06**

**SIGNED ON BEHALF OF THE
YOUNG WOMEN'S CHRISTIAN
ASSOCIATION DURHAM ("YWCA")**



Cheryl Southard

L. Howard

Renewed: August 2022

LETTER OF UNDERSTANDING

BETWEEN:

YOUNG WOMEN'S CHRISTIAN ASSOCIATION DURHAM ("YWCA")

and

CANADIAN UNION OF PUBLIC EMPLOYEES

and its local 2936-06

Re: Scheduling

The Parties agree to Scheduling being included as a Standing Item on the Labour/Management Meeting Agenda.

SIGNED at Oshawa, Ontario this 8th day of August 2022

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC EMPLOYEES
and its local 2936-06

SIGNED ON BEHALF OF THE
YOUNG WOMEN'S CHRISTIAN
ASSOCIATION DURHAM ("YWCA")

Clemson

D. H. ...

[Signature]

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