



COLLECTIVE AGREEMENT

between

YWCA PETERBOROUGH HALIBURTON

(hereinafter called "the Employer")

- and –

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3521

(hereinafter called "the Union")

APRIL 1, 2026 – MARCH 31, 2029

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ARTICLE 1 – PURPOSE

- 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 general working conditions as they may arise.
- 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 – SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees in the bargaining unit certified by the Ontario Labour Relations Board on the 18th day of February 1991 (File No. 2688-90-R). For clarity, the bargaining unit includes Relief Staff.
- 2.02 The Employer agrees to recognize the officers and agents of the Union as the representatives of the bargaining unit employees. The Union agrees to advise the Employer of the names of the persons referred to herein.
- 2.03 No employee shall be required or permitted to make any written or verbal agreement with the Employer which may conflict with the terms of this agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the YWCA, and the direction of the working force, are fixed exclusively with the Employer, and shall remain solely with the Employer. In this regard, the Union acknowledges it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, transfer, classify, promote, and discipline employees, provided that a claim by an employee, who has completed their probationary period, that they have been discharged or disciplined, without just cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) generally operate the YWCA, and without restricting the generality of the foregoing, to determine all work procedures, kinds of equipment to

be used, and to select and direct the use of all materials required in the operation of the Employer, and to establish and enforce reasonable rules of conduct, in the interests of the safety and well-being of its employees, clients and the public generally.

- 3.02 The Employer agrees that it will reasonably exercise these rights in a manner consistent with the provisions of this agreement.

ARTICLE 4 – UNION MEMBERSHIP

- 4.01 All employees hired into the bargaining unit shall, as a condition of continued employment, become a member of the Union.

4.02 Email

The Employer agrees to create and maintain email addresses for all unionized employees.

4.03 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, home mailing address, primary telephone number, personal email address (if available), and position classification.

The list will also indicate an employee who is on a leave of absence and the type of the leave of absence.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a quarterly basis (April 15th, July 15th, October 15th and January 15th) or as requested.

It shall be the responsibility of each employee to keep the Employer advised of their address and telephone number, and to notify the Employer in writing of any change of address and of any change of telephone number. The Employer shall have no responsibility to determine the correctness of the address or telephone number of any employee.

ARTICLE 5 – UNION DUES

- 5.01 The Employer shall deduct from each pay of each employee regular Union dues and initiation fees. The Union agrees to advise the Employer in writing of the amount of any dues required and initiation fees which are to be deducted and shall save the Employer harmless from any action relating to the deduction.
- 5.02 The deductions referred to above shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15th day of the month following their deduction.
- The cheque shall be accompanied by a list of the names and classifications (job titles) of all employees from whom dues deductions and initiation fees were made. This list shall also be forwarded to the Local Union.
- 5.03 The Employer shall type on each employee's Income Tax Statement (Form T4) the amount of Union dues paid by that employee during the previous year.

ARTICLE 6 – NO DISCRIMINATION

- 6.01 The Employer and the Union agree that there shall be no harassment, 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 in the Union or because of any employee's activity in the Union or because any employee exercised their right under the Ontario Labour Relations Act, 1995.
- 6.02 The Employer and the Union agree that there shall be no discrimination against any employee because of their age, gender, race, creed, colour, nationality, ancestry, place of origin, marital status, sexual orientation or political or religious affiliation.
- 6.03 The Parties are agreed that they shall co-operate in order to ensure that all employees have a workplace free of violence and harassment based on the prohibited grounds in the Ontario Human Rights Code, and in accordance with the *Ontario Occupation Health and Safety Act – Bill 168*.

ARTICLE 7 – STRIKES AND LOCK-OUTS

- 7.01 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, as amended.

ARTICLE 8 – ORIENTATION

8.01 The Union agrees to acquaint new employees that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Membership and Dues Check-Off. Further, the Union will arrange an opportunity for an officer of the Union to meet with new employees during regular working hours, and without loss of pay, for a period not to exceed forty-five (45) minutes during the first month of employment for the purpose of advising the employee of matters pertinent to Union membership. The Employer agrees that the union will be copied on any letters of hire for bargaining unit members. Letters of hire will be issued within two weeks of an Employee's first day of work.

A new employee will have the opportunity to meet with a representative of the Union for a period of up to forty-five (45) minutes during the employee's orientation period without loss of pay for the Employee or Union Representative. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement. The Employer shall leave the room during the Union presentation.

Orientation shall not be delayed due to Union availability. Where a Union representative is unavailable at the time of orientation, the meeting shall occur at a later time by mutual agreement between the Union and the Employee. For further clarity, it is the Union's responsibility to schedule an alternate time with the Employee.

The Employer shall notify the Union as soon as the orientation session has been scheduled. It is recognized that orientation scheduling may occur on short notice to meet operational needs and based on the new hire's availability.

ARTICLE 9 – CORRESPONDENCE

9.01 All correspondence between the parties hereto, arising out of this agreement or incidental thereto, shall pass to and from the Executive Director, or their designate, and the President of the Local Union, or their designates.

9.02 The Employer shall be deemed to have complied with any notice requirement if such notice is sent by registered mail or courier to the last address shown on the employer's records for the employee involved.

ARTICLE 10 – LABOUR/MANAGEMENT COMMITTEE

- 10.01 A Labour/Management Committee made up of four (4) bargaining unit staff and four (4) Employer representatives shall be established.

This Committee shall meet at the request of either party at times mutually agreed. A party requesting a meeting shall advise the other party and provide an agenda of items to be discussed. The parties agree to the importance of addressing workload issues as they arise, in the workplace. Therefore, the parties agree issues related to workload will be included in the agenda items at all regularly scheduled Labour Management Meetings between the Union and the Employer. Workload issues will be documented in the Labour Management meeting minutes and timelines will be recorded to ensure tracking and resolution.

The Committee shall have no authority to amend any portion of this agreement and shall set its own terms of reference.

Time spent at such Committee meeting shall be considered as paid time but shall not be considered as overtime.

ARTICLE 11 – REPRESENTATION

- 11.01 The Union shall have Union Representative positions from the bargaining unit to represent all of the locations that bargaining unit members are employed.

The Union shall notify the Employer in writing of the names of its Union Representatives.

- 11.02 The Union recognizes that Union Representatives have regular duties to perform as employees of the Employer. Such employees shall not, therefore, leave their regular duties for the purpose of conducting any business on behalf of the Union or to discuss any grievance without first obtaining the permission, which shall not be unreasonably denied, of their Supervisor.

When returning to work, an employee will report back to their Supervisor. Time absent from work, on the part of Union Representatives when meeting with the Employer, will be paid for by the Employer.

Employees meeting with the Employer in relation to the administration, application, or interpretation of the Collective Agreement shall be advised of their right to request the presence of a Union Representative at such meetings.

The Employer shall advise the Union President or designate when they are meeting with an Employee covered by the Collective Agreement at the same time they advise the Employee.

Employees may decline Union representation. Where an Employee declines Union representation, the Employer may proceed with the meeting.

Where, during the course of a meeting, it becomes apparent that the discussion may reasonably result in disciplinary action, the Employer or Employee will pause the meeting, advise of their right to Union representation, and proceed in accordance with this Article.

Where Union representation is requested and not provided, any information obtained in the meeting will not be relied upon for the purpose of discipline.

Routine supervisory discussions, including coaching (unless being formally documented in the Human Resources file and disclosed to the Employee), performance appraisal, and the assignment of work, are excluded from this Article except where such discussions may reasonably result in disciplinary action.

11.03 The National Representative of the Canadian Union of Public Employees may attend meetings between the Union and the Employer.

11.04 Bargaining Committee

A bargaining committee shall be elected by the Union and shall consist of not more than five (5) members who are employees of the Employer.

The Employer shall reimburse employees who were scheduled to work, for regular hours actually lost on bargaining days. For employees who were not scheduled to work the Employer shall pay for the hours scheduled and agreed to by both parties per day in bargaining. If both parties agree to continue to meet past pre-scheduled time then regular pay will apply for those hours. The union will pay for any other preparatory hours or days for the Union Committee. The Employer shall reimburse employees for regular hours actually lost due to negotiations up to the conclusion of conciliation but not thereafter.

ARTICLE 12 – GRIEVANCE PROCEDURE

- 12.01 The purpose of this article is to establish a procedure for the prompt and equitable settlement of complaints and grievances.
- 12.02 An employee, who has a complaint relating to the interpretation, application, administration, or alleged violation of this agreement, shall inform their immediate Supervisor of their complaint or problem within fifteen (15) business days of becoming aware of the matter. They may deliver their complaint in writing or by e-mail. The employee may have the assistance of a Union Representative if desired.

STEP NO. 1: Complaint

- (a) The immediate Supervisor, within five (5) business days of being made aware of the employee's complaint, will arrange a meeting of all parties involved and the employee's Union Representative to discuss the complaint and attempt to find a resolution to the mutual satisfaction of all parties. If more than one Union member is involved, additional union representatives may also be needed. The immediate supervisor may also request the presence of another management staff. Each party may bring or appoint their own note taker.
- (b) The immediate Supervisor shall provide to their supervisor, the Union, and the complainant, a written response to the complaint or problem within five (5) business days of the meeting.
- (c) Should the complaint not be satisfactorily resolved, the employee may, with the assistance of their Union Representative, refer such matter on a written grievance form to STEP NO. 2, within ten (10) business days of receiving the written response from their immediate Supervisor. The written grievance shall contain reasonable information describing the nature of the complaint.

STEP NO. 2: Formal Grievance

The grievance shall be submitted to the appropriate Director or designate.

- (1) Upon receipt of a written grievance as provided above, the Director or designate shall investigate, and within five (5) business days:
 - (i) may choose to provide a written reply to the Union, the grievor and the Executive Director, or
 - (ii) may choose to arrange a meeting of all parties involved, including the Local Union President or designate, and attempt to find a resolution to the mutual satisfaction of all parties. In

this case, the Director shall provide a written response to the grievance within five (5) business days after the meeting to the Union, the grievor and the Executive Director.

- (2) Should the grievance not be satisfactorily resolved, the Union shall forward the grievance to Step No. 3 within ten (10) business days of receiving the written response.

STEP NO. 3: Final Stage Grievance

The grievance shall be submitted to the Executive Director.

- (1) Upon receipt of a written grievance as provided above, the Executive Director shall arrange a meeting of all parties involved within five (5) business days, and attempt to find a resolution to the mutual satisfaction of all parties. The National Representative of the Union shall be in attendance at such meeting.
- (2) The Executive Director shall provide a written response to the grievance within five (5) business days of this meeting to the Union, the grievor and Supervisor(s) involved in the grievance.
- (3) If a grievance is not filed for arbitration within twenty (20) business days from the Executive Director's reply, the matter shall be deemed settled.

- 12.03
 - (a) A grievance by the Employer, or a Policy Grievance of the Union, shall proceed in the same manner as the grievance of an employee, except that it shall be lodged by either party with the other in writing and shall commence as a Step No.3 final stage grievance.
 - (b) A Policy Grievance shall be defined as a grievance which cannot otherwise be filed by an individual employee.
 - (c) A group grievance shall be defined as a grievance when two (2) or more employees have a similar complaint. Group grievances shall commence at Step No. 1 of the grievance process.
- 12.04
 - (a) Time limits specified in the Grievance Procedure may be extended by mutual agreement in writing, between the Employer and the Union.
 - (b) At each grievance step, the expected response date shall be clearly stated in all written documentation.
- 12.05 "Business days" refers to Monday through Friday, excluding statutory holidays.

ARTICLE 13 – DISCHARGE AND DISCIPLINE

- 13.01 An employee may only be discharged, suspended or disciplined for just cause. Disciplinary proceedings must begin as soon as reasonably possible after the Employer becomes aware of the events which form the basis of the discipline.

Discharge:

If an employee is to be discharged, they shall be provided with a reasonable time with a Union Representative before leaving the Employer's premises provided only that the employee is on those premises at the time of discharge.

Discipline:

- a) Where an employee is being suspended or disciplined, they shall be notified in writing by the Employer with a copy to the Union and where the employee is being suspended, they shall have a Union Representative in attendance. The written notice of discipline shall state the reason(s) for the discipline.

The Employer shall advise the employee of their right to Union representation prior to any meeting that may reasonably result in discipline. An employee after consultation with a Union Representative may decline Union representation at any disciplinary meeting by signing a form indicating they have been informed of their right to representation.

Employees who have waived the right to union representation may request Union representation at any point during the meeting or at any subsequent meeting. Such request shall not be denied.

- b) When, in a supervision meeting, it becomes clear that a decision about discipline is the next step, the parties will end that meeting. The Supervisor will arrange another meeting to discuss discipline with union representation if not waived by the employee. The Supervisor will notify the Union President or designate in writing or email about any discipline meeting.
- c) If the Employer determines that an employee is to be sent home and not permitted to work their scheduled hours in order to investigate an alleged incident or issue, the employee shall be paid such hours. The employee shall also be provided a written statement, copied to the Union, as to what the allegation is. Any such investigation shall be completed as soon as reasonably possible.

- 13.02 An employee who is discharged may file a grievance at Step No. 3 of the grievance procedure within ten (10) business days after such discharge.

An employee who has received any other form of discipline may file a grievance at Step No. 2 of the grievance procedure within ten (10) business days after receiving a letter of warning or discipline.

- 13.03 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) disposing of the grievance in any other manner which is just and equitable.

ARTICLE 14 – ARBITRATION

- 14.01 Where a difference arises between the parties, relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, either party may, after exhausting the Grievance Procedure established by this agreement, submit the grievance to a sole arbitrator for resolution.

The selection of an arbitrator shall be made within twenty (20) days of its referral by each party submitting to each other the names of three (3) arbitrators of their choice. The first name that coincides shall be deemed selected. In the event no selection is made by this method, the representatives of the parties shall discuss further candidates. In the event no candidate is selected, the parties will refer the matter to the Minister of Labour to appoint an arbitrator.

- 14.02 The arbitrator shall hear and determine the grievance, and it shall issue a decision which shall be final and binding upon the parties and upon any person affected by it.

- 14.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance unless mutually agreed upon by the parties.

Prior to proceeding to arbitration, the parties upon mutual agreement may attempt to resolve the dispute through mediation. Each party shall be responsible for their share of the expense of the mediator.

- 14.04 Each of the parties hereto will jointly share the expenses of the sole arbitrator.

- 14.05 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure.
- 14.06 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, add to, modify or amend any part thereof.

ARTICLE 15 – HUMAN RESOURCES RECORDS

- 15.01 Each employee shall be entitled to review their Human Resources file on reasonable notice and in the presence of the Employer and a representative of the Union if requested, and to receive copies of the documents from the file, as requested.
- 15.02 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 appraisals shall also be maintained on the file.
- 15.03 When a period of twelve (12) months has passed and no related 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 be expunged from the employee's file.

ARTICLE 16 – SENIORITY

- 16.01 Seniority shall operate on a bargaining unit wide basis. There will be one seniority list maintained for all employees.
- (a) The seniority of each full and part-time 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 their most recent date of hiring, except that the Employer may temporarily hire an employee for a limited term or task not to exceed six (6) months. (Does not apply to Relief Workers)
 - (b) Seniority for the purpose of hiring, layoff, recall, and bumping will accumulate based on hours paid with a maximum of 1820 hours being credited to an individual for a twelve (12) month period. "Hours paid" for purpose of this calculation will include hours paid for vacation, holidays, and other time paid by the Employer and the Union, subject to the annual maximum of 1820 hours. "Hours paid" will exclude payments not based on hours, such as bonuses.

- (c) Seniority will accumulate while an employee is on leave for Union business, vacation, sick leave including Long Term Disability, WSIB and any leave as defined in the Employment Standards Act of Ontario (if applicable). Seniority shall continue to accrue on the basis of regular hours worked in the previous six months seniority calculation period. Seniority will not accumulate during other leaves.

- 16.02 (a) Seniority is determined with reference to work in positions in the bargaining unit, and shall not accumulate for periods outside the bargaining unit unless the parties mutually agree.

Lay-off and Recall:

- 16.03 (a) In the event of a required reduction in the work force for whatever reason or reduction in an employee's regularly scheduled hours, 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 thirty (30) calendar days' written notice, or pay in lieu thereof. In the event of financial exigency, employees shall be entitled to twenty-one (21) days' notice or pay in lieu of notice. (Does not apply to Relief Workers)
- (c) An employee declared surplus as the result of a work force reduction for whatever reason or affected by a reduction of regularly scheduled hours 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 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 a lower paying position, to the highest rate for the new position.
- (d) An employee and subsequent employees whose position has been claimed by the above process shall be entitled to two (2) weeks' notice to exercise similar bumping rights, if applicable, or be laid off to await recall as provided hereafter.
- (e) Full and part time employees with greater seniority can bump full or part time employees with lesser seniority.
- (f) If an employee bumps from one job to another job with a higher pay band, the employee would be placed on the bottom of the grid for the new job, or would receive a two per cent (2%) wage increase, whichever is greater.

Recall From Lay-off:

- 16.04 a) Employees on layoff may be re-called in two ways:
1. They may apply to be considered for any posted position or temporary appointment and be selected based on the criteria in Section 17.02.
 2. If work in their own job classification (e.g. Shelter Support Worker, Housekeeper, Transitional Support Worker, Nourish Food Skills Facilitator) becomes available within 6 months of layoff that work will first be offered to qualified employees on the lay-off list, according to seniority, then to all other employees. It is understood that the work offered could be a temporary appointment, a contract, or more or fewer hours. If hours are different, the employee on layoff may refuse the re-call without penalty.
- b) An employee who is appointed to a temporary position will return to their former position and rate of pay upon the expiry of the temporary term, or, in case of an employee recalled from layoff, shall return to the layoff list with no renewed bumping rights. However, the time spent on temporary recall shall be added to the time for which said laid off employee is eligible for further recalls.
- c) An employee who works relief shifts while on layoff does not extend their time on the layoff list by so doing.
- 16.05 No new employees will be hired where qualified employees are on lay-off.
- 16.06 Seniority shall be forfeited and the employee's employment shall be deemed terminated whenever an employee:
- (a) quits or retires;
 - (b) is discharged, and such discharge is not reversed through arbitration;
 - (c) fails to report for work or overstay a leave for more than three (3) consecutive scheduled working days without a satisfactory explanation;
 - (d) 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;
 - (e) fails to return to work after being recalled from lay-off in accordance with 16.04 above;
 - (f) is relief staff who has not worked six (6) shifts, if offered, in the six (6) month periods of October 1st to March 31st and April 1st to September

30th, and who has not been granted a leave of absence. The six shifts do not include training or staff meetings;

(g) is relief staff whose residence is out of province.

16.07 Seniority lists will be supplied to the Local Union and posted on bulletin boards on April 21st and October 21st of each year of this agreement. Seniority lists will also be emailed to staff on layoff and relief staff. If no claim is received to the contrary from an employee within thirty (30) days of the posting of these lists, the seniority shall be deemed correct. However, any employee who was absent for the full posting period other than staff on layoff and relief staff has five (5) days after their return to the workplace to contest their seniority calculation. Any change based on such a claim shall not have any retroactive effect on any seniority-based decisions which have been made prior to the Employer receiving written notice of the dispute.

Corrections to the list, if any, will be initialled by the parties whose seniority is corrected. The seniority list will then be signed and dated by the Executive Director and Union President or their designates, with the label "Final". The previous "Final" seniority list will be deemed valid until a new "Final" one is approved.

The seniority calculation will be done according to the provisions of Articles 16.01 and 16.02, or according to Article 26.04 depending on whether the employee is a full time/part time employee or a relief worker.

16.08 The Employer will ensure that employees laid off from employment have options for alternate health and dental coverage that does not require a medical exam, provided the carrier permits. The application must be made within sixty (60) days of a lay-off and the employee would be required to pay premiums to the insurance carrier directly. This applies only to employees who have qualified for, and are enrolled in the group plan at the time of lay-off.

16.09 Any permanent qualified employee wishing to move to relief will have the right to exercise that option and retain their seniority. A person shall be deemed qualified when they possess the education, skills and ability necessary to perform the required work. Such qualifications and requirements shall not be established in an arbitrary or discriminatory manner.

ARTICLE 17 – JOB POSTING

17.01 Where a vacancy or new position occurs within the bargaining unit, the Employer shall post notice of the vacancy within five (5) business days, unless this is not reasonably practicable due to extenuating circumstances. In such

cases, the Employer shall notify the Union and post the vacancy as soon as possible thereafter.

All postings shall remain open for a minimum of ten (10) business days and shall be posted in all locations covered by this Collective Agreement. In addition, all job postings shall be distributed to all staff via their work email.

If the Employer is unable to fill the position after the ten (10) business days the Employer may extend the posting deadline with notification to the Union.

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.

17.02 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. Unsuccessful internal applicants who request it, shall receive an explanation from the Employer as to why they did not qualify for the position.

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. Having reached this decision to return an Employee under this Article, the Employer shall notify the Union and conduct a meeting with the employee and the Union to discuss the reasons for the decision.

17.03 Any job of less than three (3) months duration 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.

Where the duration of the leave is known and is expected to exceed three (3) months based on documentation provided, the Employer will post the temporary vacancy.

Where the duration of the leave is unknown, the Employer may fill the position on a temporary basis through a Temporary Appointment in accordance with this Agreement and shall not be required to post the position. Where the leave continues beyond three (3) months or is reasonably expected to do so, the Employer will assess the need to post the temporary vacancy, taking into consideration operational requirements and the information available at the time.

The use of Temporary Appointments under this provision shall not be considered a circumvention of the job posting provisions of this Article.

Where a temporary vacancy has not been filled through a Temporary Appointment, vacancies of one (1) day but less than three (3) months shall be filled using the current call-in procedure, first by part-time staff that will not result in overtime, and then by relief staff in accordance with Article 26.

17.04 Management will inform the Union of any staff changes in the bargaining unit, e.g. lay-offs, new hiring and new positions.

17.05 The Employer shall provide the Union with new or amended job descriptions within sixty (60) days of any substantial change to the position. The Union shall have fourteen (14) days following the receipt of the new or amended job description to raise any comments or concerns it wishes to make with the Employer.

The provision of job descriptions to the Union shall not affect the Employer's right to make changes to the job descriptions. In the event of positions that are new, or substantially changed during the currency of the collective agreement, the Union may file a grievance if it disputes the rate of pay assigned or the bona fides of the job description.

17.06 Employees may be hired for a specific term not to exceed six (6) months to perform a special non-recurring task. This term may be extended for up to a further six (6) months on mutual agreement of the Union and the YWCA.

However, this clause would not preclude such persons from using the Job Posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with the appropriate seniority.

Temporary employees in short-term temporary positions or temporary vacancies shall be exempt from Articles 16, 21, and Appendix "C". Schedule "A" shall be applied to the extent that the temporary position is a position described in Schedule "A".

If the temporary position is not on Schedule "A" the parties shall meet to negotiate an appropriate rate of pay for the temporary position.

If the parties cannot reach an agreement within ten (10) business days, the Employer shall establish an interim rate of pay, and the Union may challenge the rate through the grievance and arbitration procedure.

Should the temporary employee be the successful applicant to a permanent bargaining unit position the employee, upon completion of probation, will be given credit for seniority back dated to the date of hire in the temporary position provided that there has been no break in service.

ARTICLE 18 – BULLETIN BOARDS

- 18.01 The Union shall have the use of a bulletin board in each of the Employer's premises. 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.

ARTICLE 19 – HOURS OF WORK

- 19.01 Notwithstanding the provisions set out herein respecting hours of work, it is clearly understood that the Employer does not guarantee to provide work or employment for all or any part of the normally scheduled hours or any other hours.

These provisions, therefore, are solely for the purpose of calculating overtime premiums.

- 19.02 To the extent practical, all work schedules will be arranged in consultation with the affected employees and may vary from location to location. 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 eight (8) weeks. Work schedules shall be posted as far in advance as possible, but in any case no less than two (2) weeks prior to the start of the schedule.

- 19.03 (a) Work schedules shall be posted covering various periods of time in accordance with the consultations set out in 19.02 above. Further, it is understood that posted work schedules shall not prohibit the Employer from making necessary changes to reflect service to client needs. In such cases, a minimum of twenty-four (24) hours of notice of change shall be given to affected employees.
- (b) Notwithstanding the above, it is understood and agreed that some employees may continue to work daily and weekly hours which are less than the regular hours set out in the work schedules referred to above.
- (c) All Shelter Counsellors can mutually exchange a maximum of two (2) regular shifts, of the equal amount of hours, per pay period provided that:
- The employees mutually agree to the exchange and submit the request in accordance with established practice.

- Exchanges can only be approved by the shelter supervisor, in writing and in advance, such approval shall not be unreasonably withheld.
- Each exchange is considered an exchange for both parties.
- Both shifts in the exchange must be within the same pay period, and shall not result in overtime compensation to either of the employees.

For clarity, once an exchange has been approved, the employee assuming the exchanged shift is responsible for working that shift.

In extenuating circumstances, additional shift exchanges beyond the maximum of two (2) may be permitted with prior approval from the Employer. Such approval shall not be unreasonably withheld.

19.04 ALTERNATIVE WORK ARRANGEMENTS

YWCA supports flexible work arrangements and building a flexible work culture demonstrating flexibility in when, where and how people work. The purpose of the flexible arrangements is to respond to changing workplace expectations of employees of all ages, boost employee engagement and retain high-performing employees and demonstrate the Employer commitment to be a modern Employer.

Alternative Work Arrangements (AWAs) may include but are not limited to; compressed work week, flexible hours with fluctuating start and end times, and telecommuting/telework. AWAs may be entered into by mutual agreement between an employee and their manager. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site and our shared commitment to ensure we meet the needs of the women we serve.

Arrangements related to compressed work week, flexible hours and job sharing entered into by an employee and their immediate supervisor shall be adjusted and amended to reflect the provisions of Article 19 with necessary modifications.

Where a manager seeks to cancel or amend an AWA, the manager shall provide notice to the affected employee(s) in writing at least one (1) month prior to establish alternate child, compassionate or pet care arrangements for the proposed cancellation or amendment.

19.05 Work at home will be permitted subject to approval from the employee's immediate Supervisor or Manager with at least one (1) working day of notice from the employee making the request. Using the established practice (work policy) such requests shall not be unreasonably withheld.

19.06

(a) Employees with fixed hours:

Where the hours of work are fixed, overtime at the rate of time and one-half (1-1/2) shall apply to all hours worked in excess of seven and one-half (7-1/2) hours in one (1) day or seventy (70) hours in any two (2) week pay period, except where otherwise agreed. The Employee has the option to bank overtime (lieu time) at time and one-half (1 ½) or be paid for the overtime worked at the applicable rate.

(b) Employees with flexible hours:

Where employees work flexible hours, overtime at the rate of 1 ½ shall apply to all hours worked in excess of normal hours of work day, except where otherwise agreed. Where agreed by the Employer, overtime premiums will apply where total hours worked exceed seventy (70) hours in any two (2) week period, except where mutually agreed.

The Employee has the option to bank overtime (lieu time) at time and one-half (1 ½) or be paid for the overtime worked at the applicable rate.

(c) Employees who work shifts:

Where employees work shifts, overtime premiums at a rate of time and one-half (1-1/2) shall apply to all hours worked in excess of an employee's regularly scheduled daily hours and/or the normally scheduled hours of work for that two (2) week pay period except where otherwise agreed. The Employee has the option to bank overtime (lieu time) at time and one-half (1 ½) or be paid for the overtime worked at the applicable rate.

For part-time employees, overtime premiums will apply only where the daily hours of work exceed eight (8) hours in one (1) day, or exceed the regularly scheduled shift hours at the work location, whichever is greater, or after seventy (70) hours in a two (2) week pay period.

The Union and Employer may mutually agree to vary the number of hours to be worked and the averaging period for the purpose of designing a schedule and for calculating overtime.

It is understood and agreed that staff meetings are optional; however, they are encouraged. It is understood and agreed that staff meetings may be scheduled as part of employees' regular hours of work in accordance with the ESA.

Employees who attend optional staff meetings will be paid at their regular straight-time hourly rate for all hours worked.

Mandatory staff meetings shall be paid at the applicable rate of pay for a minimum of four (4) hours.

(d) Overtime/Lieu Time approval:

Employees are encouraged to manage their schedules to prevent working in excess of their regularly scheduled hours. Overtime should be the exception and not the norm.

When overtime is accrued by Crossroads/HERS staff, management will be notified within a 24-hour period in writing with rationale.

When overtime is accrued by staff in all other programs, the manager, or their designate, will be notified with rationale and expected schedule adjustment to account for overtime (flex time).

When an employee has worked in excess of their regular scheduled hours an employee is entitled to bank up to a maximum of 70 hours.

Banked lieu time must be used within three (3) months of the week in which they were earned or, if they employer agrees in writing it can be taken within twelve (12) months.

Payroll will communicate lieu time to be taken with the employee and relevant manager. The employee and manager will jointly create a plan to ensure lieu time is taken.

Clarity Note:

1. A part-time employee shall not receive overtime premiums in any circumstances where a full-time employee would not.
2. Overtime premiums apply to hours which an employee is required by the Employer to work in excess of the normal scheduled hours set out in (a), (b), (c) above.
3. Where the parties have agreed to vary the number of hours to be worked and the averaging period for the purpose of designing a schedule and for calculating overtime entitlement, overtime premiums apply to hours which an employee is required by the Employer to work in excess of the agreed upon hours per day or over the averaging period.

19.07

Call-in:

- (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 one and one-half (1 ½) times their straight time hourly rate for a minimum four (4) hours.
- (b) 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) Where, after the completion of an employee's normal shift the employee is called at home and requested to return to work, they shall be paid time and one-half (1-1/2) for each hour of attendance with a minimum payment of four (4) hours.
- (d) If an employee requests a meeting with the employer on their regular day off, they shall be paid at the applicable rate of pay for hours spent at the meeting. This provision is not to be used to undermine the call-in process outlined in this article.

19.08

It is agreed that time spent in court as a result of work-related subpoenas is considered working time. It is also agreed that last-minute changes to court schedules, e.g. remands, should not result in Employees losing wages for scheduled shifts. Where an Employee is required to attend court on a day which they are normally scheduled to work, and where the hearing is cancelled, the Employee will contact their supervisor. At the employer's discretion, the Employee will either receive their regular wages for the day, or be provided the opportunity to work during their regular shift hours.

19.09

Meals, and paid meal time, shall be provided when employees are required to remain on the premises during a meal time. Such meal time shall be for a period of thirty (30) minutes.

19.10

- (a) Night Shift Premium of \$1.25 per hour is payable for time worked in the shelter, or safe-space, during the following hours:
 - 11 pm Friday to 7 am Saturday
 - 11 pm Saturday to 7am Sunday
 - 11 pm Sunday to 7am Monday
 - 11 pm Monday to 7 am Tuesday
 - 11 pm Tuesday to 7 am Wednesday
 - 11 pm Wednesday to 7 am Thursday
 - 11 pm Thursday to 7 am Friday

- (b) Weekend shift premium of \$1.25 per hour is payable for the time worked in the shelter, or safe-space, during the following hours:
- 11 pm Friday to 11:59 pm Sunday

19.11 It is understood that premiums will neither be duplicated nor pyramided except for employees who qualify for the weekend shift premium in 19.10 (b) shall also qualify for and be paid the night shift premium in 19.10 (a).

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 The following shall be recognized as statutory holidays and any other holiday proclaimed by the Provincial Government and will be paid to all employees at the employee's regular daily rate of pay:

New Year's Day
 Family Day
 Good Friday
 Victoria Day
 Canada Day (July 1st)
 Civic Holiday
 Labour Day
 Thanksgiving Day
 Christmas Day
 Boxing Day

Holiday Substitution

Employees who observe holiday(s) not recognized as paid holiday(s) under this Collective Agreement shall have the right to substitute any of the paid holiday(s) listed in this Agreement in order to observe such holiday(s).

Employees shall provide the Employer with a minimum of two (2) weeks advance notice of the Statutory Holiday listed above or the day they wish to substitute, which ever comes first, indicating the date they wish to substitute.

Upon notice, the Employer shall grant the substitution subject to operational requirements. The Employee shall receive the substitute holiday(s) off with pay in lieu of the designated paid holiday.

Where a substitution occurs, the Employee will work the designated paid holiday and will be granted the requested holiday off with pay in lieu of that holiday.

The substituted day shall be considered a paid holiday for all purposes of the Collective Agreement.

- 20.02 The parties hereto recognize that continuity of service with their clients is essential. Therefore, at least fifty per cent (50%) of the employees covered by this collective agreement may be required to work on the holidays set out above.
- 20.03 (a) An employee required to work by the employer on a statutory holiday, shall receive statutory holiday pay plus time and a half for the hours worked.
- (b) If an employee is required to work by the employer more than one shift on a statutory holiday, the subsequent shift shall be paid at time and a half for the actual hours worked.
- 20.04 If any of the above holidays fall or are observed during an employee's vacation, they shall be entitled to an extra day's vacation, with pay, to be taken at a time mutually agreed between the employee and their Supervisor.
- 20.05 An employee who calls in sick on a statutory holiday, who had been scheduled to work, will be paid for a sick day at straight time for the scheduled hours and for a statutory day at straight time for the average statutory hours for their job.
- 20.06 Part-time and Relief Statutory holiday pay is calculated as total regular scheduled hours paid in the four-week period prior to the statutory holiday, divided by 20.
- Full-time employees shall be compensated for statutory holidays based on the number of hours they were scheduled to work on that day, had it not been designated a statutory holiday.
- 20.07 Each employee is entitled to two (2) floating holidays, paid at straight time, to be taken with Supervisor's approval. Floating holidays are accrued at one day per six months worked.
- 20.08 Floating holidays not used by the end of the calendar year shall be forfeited.

ARTICLE 21 – VACATIONS

FULL-TIME and PART-TIME EMPLOYEES

ELIGIBILITY

During first five (5) years of continuous service

Upon completion of five (5) years to ten (10) years' continuous service

Upon completion of ten (10) years' continuous service

Upon completion of twenty (20) years' continuous service

PAID VACATION ENTITLEMENT

Three (3) weeks per year with vacation pay equivalent to six per cent (6%) gross earnings in the calendar year

Four (4) weeks per year with vacation pay equivalent to eight per cent (8%) gross earnings in the calendar year

Five (5) weeks per year with vacation pay equivalent to ten per cent (10%) gross earnings in the calendar year

Six (6) weeks per year with vacation pay equivalent to twelve per cent (12%) gross earnings in the calendar year

Vacation preference shall be granted in order of seniority within each work location for all requests submitted prior to May 1st of each year. Approvals for vacation shall be provided to the Employees no later than May 15th. Thereafter requests will be approved in order of dates submitted.

Vacation entitlement for full time and part time employees will accrue based on their years of continuous service, i.e., hours paid, with one (1) year being equivalent to 1820 hours. A maximum of 1820 hours can be credited in any twelve (12) month period.

Clarity Note:

Some permanent part-time shift workers regularly work more than part-time hours, increasing their vacation entitlement to more than their scheduled part-time hours. In order to take the full vacation entitlement, they shall take their vacation days against their scheduled shifts, and add additional accumulated vacation time as vacation hours without those extra hours being attached to a scheduled shift. The maximum amount of time worked and vacation time will continue to be equivalent to their average hours per pay.

Vacation days are intended to be used in the calendar year in which they are earned. With supervisor's written approval, seventy (70) hours can be carried forward to be used prior to April 1 of the following year. (Year end is March 31.)

If an employee is unable to use vacation time in the said year the supervisor and the employee will mutually agree upon a vacation schedule to ensure vacation is used prior to April 1. In the event that a vacation schedule is not agreed upon any unused vacation from the previous year will be paid out on April 1.

It is understood that vacation time will only be denied if operational requirements cannot be met. Management will remind employees of their current and anticipated vacation accruals to the end of the calendar year annually by October 31st.

ARTICLE 22 – LEAVES OF ABSENCE

22.01 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. Permission to take an unpaid leave shall not be unreasonably withheld.

An employee requiring a leave of absence will make their request, in writing, providing as much lead time as is reasonably possible. During such leave seniority will not accumulate. The Employer shall respond within fifteen (15) calendar days of receipt of request.

The Employer shall give special consideration to any request for leave that enables an employee to improve or extend their education or other qualifications as they relate to their ability to perform the duties of their position.

22.02 Pregnancy Leave:

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

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

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

(iii) The employee shall give at least four (4) weeks' notice of their intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of their intention to do so, and furnishing the Employer

with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under 22.03 Parental Leave.

(b) An employee who does not apply for leave of absence under 22.02 a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with (22.02) i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.

(c) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift if their shift was designated.

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

(d) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 41.06.d).

(e) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

(f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

(g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that they intend to take parental leave.

22.03 Parental Leave:

An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.

Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

For the purposes of Parental Leave, the provisions under 41.06 a), d), e), f), g) and h) shall also apply.

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, employees are responsible for continuing to pay their group benefit package payments (LTD) through monthly payments in which the employee is participating for a period of up to sixty-one (61) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

Union Business:

22.04 Dependent upon the requirements of the service, leaves of absence shall be granted, without pay, to not more than three (3) employees at any one time, who are elected or otherwise appointed to represent the Union at conferences, seminars, conventions or other matters of Union business. During such leave the employee(s) shall accumulate seniority and service.

Executive members will be allowed two (2) hours per month to attend union meetings provided that they request such leave with no less than two (2) weeks' notice.

22.05 Family Medical Leave and Compassionate Care Leave shall be granted to qualified employees in accordance with the Employment Standards Act, 2000.

22.06 Where the Employer agrees, employees appointed to non bargaining unit positions with the Employer shall be entitled to a leave from the bargaining unit of up to twelve (12) months. During such leave the employee shall retain but not accumulate seniority. Such leave may be extended with the permission of the Union.

22.06 Leave for Relationship or Domestic Violence

(a) An employee who is experiencing, or whose child is experiencing, relationship, domestic violence or sexual violence shall be entitled to leave, without loss of service, seniority, or benefits, for the purpose of obtaining medical attention, accessing legal or law enforcement assistance, attending court proceedings, obtaining counselling, relocating, or participating in any other necessary activities related to the violence.

(b) In each calendar year, an employee shall be entitled to up to fifteen (15) paid days of leave.

The fifteen (15) paid days shall consist of the five (5) paid days provided under the ESA and an additional ten (10) paid days provided by the Employer.

(c) In addition to the paid leave set out above, employees may access unpaid leave in accordance with the ESA.

(d) Leave under this Article shall be in addition to any other leave entitlements under this Collective Agreement or applicable legislation.

- (e) Leave may be taken consecutively or intermittently, including in single days or partial days, as required. Employees shall notify the Employer of the need for leave as soon as reasonably practicable.
- (f) The Employer may request reasonable supporting documentation where appropriate and consistent with the ESA. Any request for documentation shall take into account the sensitive and confidential nature of the circumstances and shall not require disclosure of detailed personal information.
- (g) Employees who have exhausted available paid sick leave or income protection benefits may utilize accrued vacation credits or access unpaid leave.
- (h) Nothing in this Article shall limit an employee's access to any other leave or accommodation available under this Collective Agreement, the ESA, the Human Rights Code, or any other applicable legislation.

ARTICLE 23 – BEREAVEMENT LEAVE

23.01 In the case of death in the immediate family of an employee, the Employer shall grant the employee the equivalent of one week per their scheduled hours within the bereavement period, 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.

For employees who do not work a set schedule (relief), the average weekly hours over the past month will be used to determine the equivalent of one (1) week.

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, the equivalent of five (5) working days' leave of absence, without loss of pay, shall be granted in accordance with the conditions set out above. For example, full-time employees would receive five (5) working days' leave of absence and part-time employees would receive the equivalent of five (5) days of their Full-Time Equivalent (FTE). For employees who do not work a set schedule (relief), the average weekly hours over the past month will be used to determine the equivalent of five (5) days.

In the case of the death of an employee's maternal or paternal aunt or uncle or Indigenous Elder* three (3) working days leave of absence, without loss of pay, to attend the funeral or memorial service. For example, full-time employees would receive three (3) working days of leave of absence and part-

time employees would receive the equivalent of three (3) days of their Full-Time Equivalent (FTE). For employees who do not work a set schedule (relief), the average weekly hours over the past month will be used to determine the equivalent of three (3) days.

The above provisions are granted on the understanding that the days required fall upon regularly scheduled work days on which the employee would otherwise have worked, and that one (1) of the days referred to will be the day of the funeral, celebration of life, or memorial.

In the case of the death of an employee's pet, up to three (3) working days leave of absence, without loss of pay, to mourn the loss of the pet. The total number of days will be at the discretion of the YWCA Peterborough Haliburton. For example, full-time employees would receive up to three (3) working days of leave of absence and part-time employees would receive the prorated entitlement. For employees who do not work a set schedule (relief), the average weekly hours over the past month will be used to determine the equivalent of three (3) days.

In the case of the death of an employee's culturally identified family member, kinship ties, Indigenous kinship ties, or whom the employee considers to be like a close relative, the employee shall request a leave of absence, without loss of pay, for the amount of days outlined above of which the relationship closely resembles. For example an employee may have a chosen mother figure of whom is not biological or blood-related, the employee can request to receive the amount of days equivalent to mother as outlined in this article for a leave of absence.

Please note: YWCA Peterborough Haliburton will request an explanation of the kinship ties and if the employee declines to share the kinship ties the leave of absence may be granted but without pay.

Kinship ties by definition is understood as established non biological kinship bonds.

An additional day of bereavement (including celebration of life or memorial), in the case of the death of an employee's close personal friend or relative not already named in the above article, may be granted on the understanding that the day required fall upon a regularly scheduled work day on which the employee would otherwise have worked. A maximum of one such day may be taken with a calendar year.

In addition to the above noted bereavement leave, an employee may request and may be granted additional unpaid bereavement leave to attend established cultural practices and/or burial responsibilities.

*Note: an Indigenous Elder is designated as such by their Indigenous community.

An Employee shall have the right to defer any bereavement leave day(s) provided above in order to attend a funeral, celebration of life, memorial service, or similar observance scheduled at a later date. The Employee shall provide notice of the intent to defer and the future date(s) the leave will be taken as soon as reasonably possible. Such deferred leave shall be granted.

ARTICLE 24 – EXPENSE REIMBURSEMENT

24.01 Employees using their own vehicle on authorized Employer business shall be reimbursed at the rate of 0.63 cents per kilometre.

24.02 Vehicle Insurance

- a) The Employer shall indicate on all job postings and job descriptions where use of a personal vehicle may be required. If it is the expectation of the Employer that Employees may occasionally be required to transport staff and/or clients in their personal vehicles during and as a condition of employment, this additional requirement shall also be included on the job postings and/or job descriptions.

Employees where required to transport clients in own vehicle must have clean drivers abstract and to be renewed annually or at request of YWCA. The Employer shall cover the cost of the annual or requested drivers abstracts up to a maximum of \$20 for an uncertified drivers abstract.

- b) Employees that may be required to utilize their personal vehicles for any work-related purpose, including transporting staff and/or clients, are encouraged to make full disclosure of any such usage to their personal vehicle insurer, and are at liberty to provide their insurer with a copy of the job description and/or job posting for this purpose. Employees will use best efforts to determine from their insurer if added coverage is required and will obtain a valid quote from their insurer for this added coverage. If added coverage is not required, employees will request a written waiver from their insurer signifying that added coverage is not required to use their personal vehicle for work-related purposes.
- c) Employees shall promptly provide a copy of the quote or waiver, as the case may be, to the Employer.
- d) The Employer shall approve the quote and thereafter promptly provide the Employee with the funds required to purchase the added coverage from their insurer for the use of their personal vehicle for work-related purposes up to a maximum of \$60 annually.

- e) Employees shall provide the Employer with written proof of the added coverage purchased from their insurer.
- f) The Employer shall be solely responsible for any increases in the cost of the premiums for the added coverage purchased by the Employee from their insurer, at any time provided that the Employee provides a clean drivers abstract.
- g) Employees shall provide sufficient notice of renewal of the added coverage they have purchased from their Insurer annually, at minimum, and the Employer shall promptly provide the Employee with the funds required to renew the Employee's coverage without Interruption.
- h) Employees shall not be required or requested to utilize their personal vehicle for any work-related purpose if the requirements under 24.02 are not fulfilled by the Employer.
- i) Employees shall not be required or requested to utilize their personal vehicle if they have not obtained the added coverage, if any, required by their insurer to use their personal vehicle for work-related purposes as set out under this Article.
- j) Should the Employer require Employees to utilize company vehicles in place of or in addition to their personal vehicle for work-related purposes, the Employer shall obtain appropriate insurance coverage at its sole cost and provide a current and complete copy of the fleet insurance to the Union when requested.

24.03 Employees will submit their expense accounts signed by their Supervisor to the Employer for payment.

The Employer reserves the right of final approval of any expense account.

Employees shall be reimbursed for approved expenses as soon as practical. The Employer does not normally pay mileage for employee travel between home and work; therefore, most mileage is for travel between work locations. However, where an employee is required to travel to an alternate work location or a training/event location they shall be paid mileage from their home location or from their normal work location, whichever is the shorter distance.

24.04 Employees who are required by the Employer, as a condition of their position, to wear specific footwear (i.e. non-slip and closed toed shoes) that is not otherwise required under applicable health and safety legislation shall be reimbursed up to one-hundred dollars (\$100.00) per fiscal year, with receipt, for the purchase of Employer-required footwear.

Employees who are required to wear protective footwear under applicable health and safety legislation (i.e. CSA-approved steel-toed footwear) shall be

reimbursed up to one hundred fifty dollars (\$150.00) per fiscal year, with receipt, for the purchase of such footwear.

This footwear allowance will be pro-rated for new employees based on the number of months remaining in the fiscal year at the time of hire.

Where the Employer requires Employees to wear a uniform, the Employer shall provide the Employee the required uniform.

ARTICLE 25 – EMPLOYEE DEVELOPMENT

- 25.01 Identification of potential training opportunities related to the work of the YWCA is a joint responsibility of employees and the YWCA. The Union and Management will discuss equal opportunity employee development opportunities annually at Labour Management meetings.

Where the employer identifies training opportunities relevant to the work of the YWCA, the information will be posted on the YWCA website internal staff page.

Employees are encouraged to speak to their supervisor about their career aspirations and potential training opportunities.

- 25.02 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.

- 25.03 Where an employee is required to attend such a course outside their normally scheduled hours of work, they shall be paid for time spent attending at their regular rate of pay. With their supervisor's approval they may drop a comparable number of hours from their schedule or carry lieu time forward in order to avoid overtime. The Employer shall cover reasonable expenses associated with attendance, and for travel time where the event requires travel of more than 50 kilometres each way.

- 25.04 Where several employees are attending the same event and circumstances make it feasible, Supervisors may suggest carpools. It is the sole discretion of the Employee whether they carpool or not. Employees are expected to travel daily to training events where distance between home and office makes this feasible. What is feasible will be negotiated with the supervisor for each particular situation taking into account the times of the courses/training events/workshops attended.

Where distance makes alternatives to driving a consideration, the least costly mode of travel will be compensated, subject to variables such as timing and the need for en route accommodation.

Distance travelled will be calculated from the office to the place of training, or from the employee's home, whichever is shorter. An exception to this is when the Employer requires an employee to attend an event occurring on Saturday, Sunday, a public holiday, or an employee's scheduled day off (applies to shift workers only) where the employee's home is further away from the training event than is the office. In these circumstances travel will be calculated to the employee's home.

25.05 Mandatory Training

- a) The Employer agrees that all mandatory training (In-Service and online training) shall be scheduled during an employee's normal working hours. Additional staff shall be scheduled to replace employees who are completing the training.
- b) If mandatory training cannot be scheduled during an employee's normal working hours; the Employer in consultation with the employee, shall find suitable time for the employee to come into work early and/or stay late to complete the training. All time spent completing the training will be paid at the applicable rate of pay.
- c) If the mandatory training cannot be scheduled at the workplace, the Employer in consultation with the employee, may approve time for the employee to complete the training offsite. All time spent completing the training will be paid at the applicable rate of pay.

ARTICLE 26 – RELIEF WORKERS

26.01 Relief Workers will be requested to work on an “as needed” basis for the purposes set out below. Thus, the hours of work offered and accepted will directly relate to the schedule being worked by the employee being relieved or to the short-term need.

Relief Workers

A relief worker is one who is employed on a relief basis to replace an employee absent due to illness, vacation, training, leave of absence or Union business, or to meet short-term service delivery needs in circumstances when a full-time or part-time employee is not available without premium pay.

The YWCA will maintain a roster of relief workers, which is separate and distinct from regular full-time and regular part-time employees.

Shift assignment for Relief Workers will be offered by seniority. If two or more Relief Workers are hired within the same week at one worksite, and work their first shift within the same pay period, the shift hours will be offered evenly by

rotating the call-in list on a monthly basis until the next seniority list is published. For clarity and pursuant to Article 17.03, any job of less than three (3) months will be offered by seniority.

It is understood that there are no set schedules of work for relief workers, and it is also understood that they may elect to work or not when requested to do so.

- 26.02 It is understood and agreed that relief workers shall belong to the bargaining unit. To maintain their status as employees and relief workers who are offered shifts must work a minimum of six shifts every six (6) months excluding training and staff meetings.
- 26.03 The provisions of Articles 16.01 (a), 16.03(b), 16.08, 20, 21, 36 and Appendix "C" of the collective agreement do not apply to relief workers, with the exception of section (i) Sick Leave Pool and Section (I) Employee Assistance Program. It is understood that for the purpose of Lay-off and Recall, Article 16.03(c) and 16.04 apply to relief workers within the Relief Worker only, and not across the whole bargaining unit.
- 26.04
 - (a) No relief worker shall be discharged or disciplined without just cause, except that a relief worker shall be on probation until at least six (6) months after their first day of work and until they have completed four hundred (400) hours of work. During the probationary period a relief worker may be discharged if, in the opinion of their Supervisor(s), they are unsuitable for their duties and providing the decision is not discriminatory or in bad faith. Seniority of relief workers is established after the completion of the probationary period and shall then date back to their first day of work.
 - (b) Seniority for the purpose of hiring, layoff, recall and bumping will accumulate based on hours paid in a manner that is consistent with the rules set out in Article 16.01(b).
- 26.05
 - (a) Relief workers will be paid in accordance with Schedule "A".
 - (b) (i) Vacation pay for relief workers will be added to each pay cheque in an amount equivalent to six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of the relief worker's earnings. The percentage of vacation pay to which a relief worker is entitled shall be determined as follows. Effective April 1, 2000, there will be an initial determination of a relief worker's seniority as at that date which will be treated as their completed "continuous service" as at that time. Relief workers with less than five (5) years of continuous service shall have vacation pay paid at the rate of six percent (6%) of their earnings. Relief workers who have completed five (5) years of continuous service but less than

ten (10) years of continuous service shall have vacation pay paid at the rate of eight percent (8%) of their earnings, relief workers who have completed ten (10) years of continuous service but less than twenty (20) years of continuous service shall have vacation pay paid at the rate of ten percent (10%) of their earnings and relief workers who have completed twenty (20) years of continuous service shall have vacation pay paid at the rate of 12 percent (12%) of their earnings.

Vacation pay entitlement will accrue based on continuous service, in accordance with (ii) below.

- (ii) Eighteen hundred and twenty (1820) hours are equivalent to one (1) year of continuous service. A maximum of 1820 hours can be credited in any twelve (12) month period. An employee will be entitled to be paid vacation pay at the five (5) year or ten (10) year or twenty (20) year rate at such time when their continuous service meets the necessary threshold requirement.

- (c) Relief staff who work on a statutory holiday shall receive statutory holiday pay and time and a half for hours worked.

26.06 Where the provisions of Article 26 conflict with any other provision of the collective agreement, the provisions of Article 26 shall prevail.

ARTICLE 27 – PROGRESSION ON WAGE GRID

27.01 Progression through the wage grid will take place on the first day of April or the first day of October following the date on which an employee obtains the service hours for the next Grid Step as per Schedule “A” of this collective agreement. The increase shall be retroactive to the date on which the employee obtained the service hours for the next grid step.

ARTICLE 28 – SERVICE

- 28.01 Service accrues based on hours paid in the position, with one (1) year being equivalent to 1820 hours. A maximum of 1820 hours of service can be credited in any twelve (12) month period.

Service will accumulate while an employee is on short-term Union business leave, pregnancy and parental leave, any other leave as defined in the Employment Standards Act of Ontario and leaves due to accident, sickness or disability (whether paid or unpaid).

ARTICLE 29 – INTRODUCTION OF NEW CLASSIFICATIONS

- 29.01 When a new job classification is created, management shall set the pay rate, subject to the Union's right to request a job evaluation after six (6) months.

The Joint Job Evaluation Plan will be reviewed and revised as may be required.

ARTICLE 30 – BARGAINING UNIT WORK

- 30.01 There shall be no contracting-out of work normally performed by bargaining unit employees.

- 30.02 Except in cases of emergency, no person not in the bargaining unit shall do work normally performed by bargaining unit employees. The Parties are agreed that students on placement for the purposes of instruction are exempt from this prohibition. The Parties are further agreed that volunteers (so long as their use does not result in a layoff for any employee), and Supervisors instructing or assisting employees, or covering for employees on break or absent without adequate notice are also exempt from this prohibition.

ARTICLE 31 – NEW SHIFT STRUCTURE

- 31.01 The introduction of a new shift structure shall be discussed with the Labour/Management Committee prior to implementation.

ARTICLE 32 – HEALTH AND SAFETY

32.01 Health and Safety and Respectful Workplace

The Employer and the Union recognize their joint obligation to:

- Provide and maintain a safe and healthy workplace;
- Support and promote an environment that is free of disruptive workplace conflict and disrespectful behaviour, and;
- Comply with all duties and responsibilities under the *Occupational Health and Safety Act* as may be amended from time to time.

32.02 The parties understand and agree that violence, bullying, and harassing behaviours are health and safety concerns.

32.03 Joint Health and Safety Committee

The employer and union agree to maintain a Joint Health and Safety Committee, as required and defined by the *Occupational Health and Safety Act*.

32.04 HEALTH AND SAFETY

Promoting Health and Safety

The *Occupational Health and Safety Act* sets out the rights and duties of all parties in the workplace; establishes procedures for dealing with workplace hazards; and identifies enforcement of the law where compliance has not been achieved voluntarily.

A Shared Responsibility

The *Act* makes it clear that employers have the greatest responsibilities for health and safety in the workplace. The *Act* also states that all workplace parties have a role to play to ensure that health and safety requirements are met.

Joint Health and Safety Committee/Health and Safety Representative Composition

The Joint Health and Safety Committee (JHSC)/Health and Safety Representative (HSR) are key to creating and maintaining a health and safety culture in the workplace.

The Employer shall establish and maintain health and safety structures in accordance with the Occupational Health and Safety Act (OHSA) and this

Article. At workplace locations with twenty (20) or more regularly employed workers, a Joint Health and Safety Committee shall be established in accordance with section 9 of the OHSA. At workplace locations with six (6) to nineteen (19) regularly employed workers, a Health and Safety Representative shall be selected by the workers in accordance with section 8 of the OHSA.

The JHSC / HSR identifies existing or potential sources of hazard or danger to workers, reports to the employer, and is kept informed of health and safety developments in the workplace by the employer.

The JHSC is composed of worker (chosen by the CUPE membership) and employer representatives with equal representation of union, and managerial, non-union members. The JHSC shall be composed of at least four (4) members, with at least half ($\frac{1}{2}$) being worker members selected by the Union from among employees who do not exercise managerial functions. Composition of any Joint Health and Safety Committee shall comply with OHSA requirements. Worker representatives shall be selected by the Union. Employer representatives shall be selected by the Employer. Where a workplace location requires a Health and Safety Representative under the OHSA, the representative shall be selected by the workers they represent.

Certification of Committee Members

The Employer shall ensure that at all times at least one (1) worker member and one (1) management member of each JHSC are certified members in accordance with section 9(12) of the OHSA. Where a Health and Safety Representative is required, the Employer shall make certification training available to the Representative. All certification, and recertification training shall be provided at the Employer's expense and on paid time at the member's regular or overtime rate of pay, as applicable.

Goals of the JHSC/HSR

The committee/Health and Safety Representative, where applicable, helps to raise awareness of health and safety issues in workplace locations, recognizes and identifies workplace risks hazards, and develops recommendations for the employer to address these risks.

To achieve its goal, committee members and representatives receive training, participate in regularly scheduled meetings where required, conduct regular workplace inspections, and make written recommendations to the employer for the improvement of the health and safety of workers.

The names and work locations of the members or representatives, where applicable, shall be posted in the workplace.

The OHSA specifically addresses absent certified members. Under section 9(17) of the OHSA if a certified member resigns or is unable to act, the employer shall within a reasonable time, take all the steps necessary to ensure that the requirement to have at least one member of the committee representing the employer or constructor and at least one member representing the workers are certified.

The Ministry of Labour, Immigration, Training and Skills Development (MLITSD) recommends a term of at least one (1) year. The parties agree that worker member terms shall be a minimum of two (2) years to support continuity and accumulated expertise. Where there is more than one worker member and one employer member, terms should be staggered to allow continuity. Vacancies should be filled within thirty (30) calendar days.

A member of the committee is considered to be at work when performing inspections of the workplace, investigating incidents, preparing for and attending meetings of the committee, and participating in approved training as a certified member of the committee. Such time, including reasonable preparation and travel time, shall be paid the member's regular or overtime rate of pay, as applicable, in accordance with section 9(34) of the OHSA.

JHSC Meetings

- The JHSC shall meet at least once every three (3) months in accordance with section 9(33) of the OHSA, and additionally as required following a critical injury, fatality, work refusal, or upon the request of either co-chair
- The annual meeting schedule will be agreed to at the 1st meeting of each year
- The committee is co-chaired by 1 union representative (chosen by the membership), and 1 management/non-union representative
- Agendas prepared by the co-chairs are sent to members by email at least seven (7) calendar days before the meeting and contain meeting time and location, and all items for discussion.
- Members with an item for the agenda will contact both co-chairs directly.
- Minutes will include discussion highlights, decisions, action items with lead and due date; minutes will be distributed by email within seven (7) calendar days of the meeting.
- Copies of the minutes will be stored on employee bulletin boards and posted electronically in a location accessible to all employees, and available for review by a Ministry Inspector.
- Quorum is required in order to comply with the OHSA and to ensure consistent and shared commitment to the goals of the JHSC. Ideally, both co-chairs should be present at every meeting. At no time shall the management representatives outnumber the worker representatives.

Where a workplace location is not required to have a JHSC, health and safety matters shall be addressed through the Health and Safety

Representative. Where neither a JHSC nor an HSR is statutorily required, the Employer shall hold documented site-level health and safety discussions with employees not less than quarterly, and the Union shall be entitled to receive copies of all such records.

Workplace Inspections

Monthly inspections of the workplace are performed by the designated worker member of the joint health and safety committee or the Health and Safety Representative, where applicable, and help to identify hazards and thereby prevent or mitigate workplace injuries and illness. Where monthly inspection of the entire workplace is not practical, the worker member shall inspect at least part of the workplace each month so that the entire workplace is inspected at least once per calendar year, in accordance with O. Reg. 851, s. 9(26). Inspection reports shall be provided to the JHSC and the Employer in writing.

Reporting Hazards

If a source of danger or hazard is reported to the committee or the Health and Safety Representative by a designated worker who carried out a workplace inspection, the committee, Health and Safety Representative, or Employer, as applicable, are required to consider the information at the next regularly scheduled meeting or within thirty (30) calendar days of receipt, whichever is sooner. Hazards posing imminent danger to workers shall be addressed without delay. The committee or Health and Safety Representative would then typically make written recommendations to the employer or constructor to address the identified hazard(s). The Act requires that the employer provide a written response within 21 days, to any written recommendations from the committee or the Health and Safety Representative.

Any source of hazard or danger identified during a workplace inspection that requires immediate attention shall be reported to the nearest supervisor or the employer and to the JHSC co-chairs or the Health and Safety Representative, with documentation provided in writing within forty-eight (48) hours.

Employer Responsibilities for committee recommendations

An employer who receives written recommendations from the committee or Health and Safety Representative must provide a written response to the committee within 21 calendar days [subsection 9(20)]. If the recommendations are accepted, a timetable for action must be outlined and provided to the committee or Health and Safety Representative. If an employer decides against acting on all or some of the committees or Health

and Safety Representative's recommendations, reasons must be given in writing [subsection 9(21)].

Worker Responsibilities

A worker must report any hazard or contravention of the Act to the employer or supervisor [clauses 28(1)(c) and 28(1)(d)]. As a best-practice it may also be advisable to alert the JHSC or Health and Safety Representative that the matter has been presented to the employer. If the matter is not resolved to the worker's satisfaction, a worker should then formally inform the committee or Health and Safety Representative. The committee or Health and Safety Representative has the power to make recommendations to the employer in respect of the identified hazard. No worker shall be subject to discipline, discharge, intimidation, coercion, penalty, or any other reprisal for exercising rights under the OHSA or this Article, in accordance with section 50 of the OHSA.

What if the committee cannot reach a consensus on a recommendation?

If the committee has failed to reach a consensus about making recommendations after trying to reach a consensus in good faith, either co-chair of the committee has the power to make written recommendations to the constructor or the employer.

In these instances, written recommendations may include the following:

1. A summary of the position of the members of the committee who supported the recommendations.
2. A summary of the position of the members of the committee who did not support the recommendations.
3. Information about how the committee attempted to reach consensus.

What should the committee or HSR do in the event of a work refusal?

A committee member or the Health and Safety Representative, who represents workers, must be present during the employer or supervisor's investigation of a work refusal [subsection 43(4)]. This investigation is typically conducted by the supervisor. The refusing worker shall also have the right to Union representation at any stage of the work refusal investigation, in addition to the worker member of the JHSC or the Health and Safety Representative. A worker exercising a right to refuse unsafe work shall be treated in accordance with the OHSA and shall not be subject to reprisal. Compensation and benefits during a work refusal shall be administered in accordance with the OHSA and this Agreement.

If the issue is not resolved following the employer's investigation under subsection 43(4), the employer, a worker or other person on behalf of the

employer or worker must notify Ministry of Labour, Immigration, Training and Skills Development (MLITSD) inspector [subsection 43(6)]. The inspector is required to investigate the work refusal in consultation with specified persons, including the committee member or the Health and Safety Representative where applicable [subsection 43(7)].

Committee or HSR Responsibilities - Critical Injury or Death

Members of the committee or the Health and Safety Representative, who represent workers, must designate one or more worker members to investigate incidents in which a worker is killed or critically injured [subsection 9(31)].

The designated member(s) have the right to inspect the place where the incident occurred as well as any relevant machine, device or thing, but must not disturb the scene pending a MLITSD investigation.

Following the investigation, all findings must be reported to the committee or the Health and Safety Representative and to a Director [subsection 9(31)]. Where appropriate, the committee or the Health and Safety Representative shall make specific recommendations to the employer in respect of the hazard which led to the injury or fatality.

Note: A person is “critically injured” for the purposes of the Act if they have an injury of a serious nature that places life in jeopardy, produces unconsciousness, results in substantial loss of blood, involves the fracture of a leg or arm but not a finger or toe, involves the amputation of a leg, arm, hand or foot but not a finger or toe, consists of burns to a major portion of the body, or causes the loss of sight in an eye (O. Reg 420/21 – Critical Injury Defined).

Workplace Violence and Workplace Harassment

The Employer shall consult with the JHSC or Health and Safety Representative on the development, implementation, and annual review of the workplace violence and workplace harassment policies and programs required under sections 32.0.1 to 32.0.7 of the OHSA. The Employer shall:

- Conduct and reassess workplace violence risk assessments in accordance with section 32.0.3 and provide the assessment in writing to the JHSC;
- Develop measures and procedures to control identified risks, in consultation with the JHSC;
- Investigate all incidents and complaints of workplace harassment in a manner appropriate in the circumstances and inform the worker who allegedly experienced the harassment, the alleged harasser if a worker, and (where appropriate) the JHSC, of the results of the investigation in a manner that protects the privacy of the parties involved;

- Provide all workers with information and instruction on the contents of the workplace violence and harassment policies and programs.

Information Available to the JHSC or HSR

The JHSC or Health and Safety Representative has various powers relating to the collection of health and safety-related information. For example: the JHSC or Health and Safety Representative has the power to obtain information from the employer about health and safety related testing and any actual or potential hazards in the workplace [clause 9(18)(e)]. The employer must share any knowledge of health and safety practices, tests and standards in the industry [clause 9(18)(d)]. The employer is further obligated to provide the joint health and safety committee or Health and Safety Representative with health and safety reports under clause 25(2)(1).

Where a person is killed or critically injured from any cause at a workplace the employer must immediately notify the Ministry, the JHSC and the Union, followed by a written report (with prescribed information), provided to the parties within 48 hours of the incident. [section 51], [O. Reg. 420/21].

The employer must notify the JHSC, Health and Safety Representative, and the Union within four days, in writing (with prescribed information), of lost time injuries caused by accident, explosion, fire or incident of workplace violence at the workplace, and must report any occupational illnesses or any compensation claim of occupational illness of which they have knowledge [section 52]. [O. Reg. 420/21].

The employer may also be required to provide other specific information to the JHSC where prescribed. Therefore, as stated previously, it is important that the employer and the JHSC or Health and Safety Representative be familiar with the regulations that apply to their workplace.

Upon request by the JHSC, the Workplace Safety and Insurance Board provides an annual summary of data relating to the number of fatalities, lost-workday cases, workdays lost, non-fatal cases requiring medical care, and incidence of occupational illnesses, in accordance with applicable Workplace Safety and Insurance Act provisions and WSIB policy. The Employer shall facilitate the JHSC's access to this data and shall provide internal incident, injury, and illness data to the JHSC at each regularly scheduled meeting.

The joint health and safety committee expect from the employer?

The Act places a general duty on an employer to assist and cooperate with the joint health and safety committee or Health and Safety Representative in the performance of its functions [clause 25(2)(e)].

More specific employer responsibilities with respect to the joint health and safety committee include:

- upon the request of the joint health and safety committee or Health and Safety Representative, provide information regarding the identification of potential or existing hazards involving materials, processes or equipment [paragraph 9(18)(d)(i)]
- upon request provide the committee with information about health and safety experience and work practices and standards in similar or other industries of which the constructor or employer has knowledge [paragraph 9(18)(d)(ii)]
- provide the joint health and safety committee or Health and Safety Representative with a copy of all orders or reports issued to the employer by an inspector of the MLITSD [subsection 57(10)(a)]
- provide a joint health and safety committee member or Health and Safety Representative with the opportunity to accompany a MLITSD inspector on the physical inspection of the workplace [subsection 54(3)]
- provide a joint health and safety committee or Health and Safety Representative with information and assistance the committee requires for the purposes of inspecting the workplace [subsection 9(29)]
- advise the committee or Health and Safety Representative of the results of the assessment or reassessment of the risks of workplace violence, and provide it with a copy of the assessment if it is in writing [subsection 32.0.(3)(a)], and
- Provide any other specific information where prescribed.

It is an offence for any person to knowingly hinder or interfere with, or to give false information to a joint health and safety committee member or the Health and Safety Representative who is in the process of exercising their powers and/or their duties under the Act.

32.05 Damage to Personal Property

The Employer will reimburse an employee for damage or loss of personal property including, but not limited to, clothing, eyeglasses and watches, in the event such property is destroyed by a client or other person acting against

the employee as a result of their workplace relationship with a client (spouse etc.) while the employee is performing their regular duties.

The Employer shall compensate by providing the replacement cost of the personal property to a maximum of five-hundred (\$500) dollars. This compensation will not apply if the employee was acting in contradiction to established work policies and/or procedures, provided the Employee is aware of such policies and procedures.

Upon receipt of proof of repair or replacement the Employer shall reimburse the Employee for all expenses incurred up to the maximum above.

In extenuating circumstances, the Employer will reimburse employees for losses greater than five hundred (\$500) dollars. The affected Employee, the Union and the Employer shall meet to review any claim greater than five hundred (\$500) dollars. The Employee will provide all necessary documentation to support their claim.

ARTICLE 33 – PAY EQUITY

- 33.01 It is understood between the Parties that the YWCA is required to comply with the requirements of Pay Equity by Proxy.
- 33.02 The parties will continue the work of Job Evaluation and updating the Pay Equity Plan according to Pay Equity Commission guidelines.
- 33.03 Annually, by March 31, Union and Management will negotiate Pay Equity adjustments for Bargaining Unit Employees.
- 33.04 The updated Pay Equity Plan and any adjustments thereto will be ratified by each party as required

ARTICLE 34 – PROFESSIONAL COLLEGES

- 34.01 There will be no requirement for any employee to become a member of a College without prior consultation with the Union, unless required by a Ministry directive, regulation or legislation.
- 34.02 Voluntary membership and/or non-membership in the College will not be a matter of discipline or used to select an applicant for a transfer or promotion.
- 34.03 Where legislation or the Employer requires employees to become members of a College, the Employer shall pay the costs of all registration and

membership fees to a maximum of two hundred (\$200.00) dollars per year per employee.

ARTICLE 35 – CRIMINAL REFERENCE CHECKS

35.01 Every year each employee is required to complete and sign an Offense Declaration form stating whether or not there are any new charges or convictions. Every three (3) years from original submission every employee must provide a new Criminal Reference Check (CRC) with a vulnerable sector screening as a condition of continued employment, and the Employer shall bear the cost involved. Only one copy of each employee's most recent CRC shall be kept on file. Outdated CRC's shall be destroyed when superseded. Each employee's CRC shall be kept in a sealed envelope, signed across the seal by the Employer shall reside in the employee's personnel file, and shall be kept confidential and disclosed only on a need-to-know basis to management personnel.

It shall be the responsibility of the Employer to inform each employee, in writing, when they are required to obtain such documents.

ARTICLE 36 – PENSION

In this Article, the terms used shall have the meanings as described:

- 36.01 (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of service, save and except Relief Workers.
- (c) "Applicable Wages" means the basic straight time wages for all hours worked and in addition:
- (i) the straight time component of hours worked on a holiday; and
 - (ii) holiday pay, for the hours not worked; and
 - (iii) vacation pay; and
 - (iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.

- 36.02 Eligible Employee shall contribute for each pay period an amount equal to 6% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 6% of Applicable Wages to the Plan.
- 36.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- 36.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each eligible Employee by Article .04 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
- ii) To Be Provided With Each Remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially And As Status Changes:

- Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status
- iv) To be Provided Annually but no later than December 1:
- current complete address listing

36.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force, the parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed those which the Employer would have if the Plan were a defined contribution plan. Either party may refer a dispute in this regard to arbitration for a resolution.

ARTICLE 37 – RETURN TO WORK & ACCOMMODATION

37.01 When a work accommodation is required for an injured worker, the Employer, Union representative and the affected worker shall meet to discuss options.

Should the employer be able to accommodate a work in this manner, the Union agrees that they will be supportive of and cooperate with the accommodation process, recognizing that task assigned may not be specific work of the bargaining unit or even department from which the employee originates.

The Employer agrees that this provision will be implemented in consideration of all legislation, including but not limited to, the *Ontario Human Rights Code* and the *Occupational Health and Safety Act*.

ARTICLE 38 – WORKPLACE SAFETY AND INSURANCE ACT

- 38.01 All employees shall be covered by the Workers' Safety and Insurance Act.
- 38.02 An employee receiving payment for a compensable injury or illness under WSIB shall accumulate service and seniority as set forth in the *Workplace Safety and Insurance Act*.
- 38.03 While on WSIB benefits, the Employer shall continue to pay its share of all premiums for employee benefit plans, based on one hundred percent (100%) of earnings as set forth in the *Workplace Safety and Insurance Act*.
- 38.04 Employees will have access to employer paid sick leave and/or employee sick bank and/or Long-Term Disability (LTD) pending determination of a WSIB claim including appeal, in accordance with the terms of the applicable benefit plans, and provided there is no duplication of benefits.
- 38.05 Where the Employer is made aware of a workplace injury or illness, the Employer shall provide the employee with information regarding WSIB processes, including the names and contact information of the Employer's human resources representative and the Union's joint occupational health and safety representative.

Employees are responsible for reporting workplace injuries or illnesses to the Employer in accordance with established procedures and for completing any required WSIB documentation, including Form 6.
- 38.06 The Employer shall forward a copy of each WSIB Form 7 to the Union President immediately following its completion and submission to the WSIB.

ARTICLE 39 – FUTURE ANNUALIZED BASE BUDGET INCREASES

- 39.01 In the event that the Employer receives an annualized base budget increase from the provincial Ministry funder(s) for years 2 and 3 of the Collective Agreement that is greater than the amount of the wage and benefit increase set out for that year in the Collective Agreement, the Employer shall advise the Union and shall call a meeting of the Labour Management Relations Committee to discuss expenditure options for the excess budget funds.

ARTICLE 40 – WAGE RE-OPENER LANGUAGE

- 40.01 Should any challenge to the constitutionality of the wage restraint legislation in which the Canadian Union of Public Employees is a plaintiff be successful, the parties agree to reopen the Agreement with respect to compensation.

ARTICLE 41 – BENEFITS

- 41.01 Except as otherwise provided, the Employer shall pay one hundred per cent (100%) of the premium cost of the benefits set out below.
- 41.02 All of the benefits mentioned in this Article shall be as more particularly described and set forth in the respective plan documents or policies of insurance which shall be made available for inspection by the Union, and appended to this Appendix.
- 41.03 An employee is eligible for the group benefit plan upon completion of their probationary period.
- 41.04 In the event of any dispute, the terms of the above plan(s), documents or policies of insurance shall govern. It is agreed the Employer may change the insurance carrier of any or all of these benefits provided there shall be no reduction to the benefits.
- 41.05 Eligibility

Subject to the carrier's agreement, you are eligible and continue to be eligible for the group benefit plan while meeting all of the following conditions:

1. You are actively working for YWCA Peterborough Haliburton.
2. You are scheduled to work and regularly work for YWCA Peterborough Haliburton at least fifteen (15) hours each week.
3. You have been continuously employed by YWCA Peterborough Haliburton for a minimum of six (6) months, and have been paid by the YWCA Peterborough Haliburton for at least fifteen (15) hours each week during those six (6) months.
4. You reside in Canada.
5. You are not laid off.
6. Employees who have been off the benefit plan for six (6) months or more must serve a six (6) month waiting period to be eligible for benefits.
7. All staff will be eligible for the plan provided they are on a contract of 1 year. Should an employee originally be hired for a six (6) month contract and is extended for an additional six (6) months or accepts a

new six (6) month or longer contract they will receive benefits from day one of the second six (month) period.

41.06 Coverage:

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

No deductible; One Hundred per cent (100%) of premium paid by Employer.

Employee two (2x) times the annual salary to a maximum of \$150,000, Spouse \$10,000.00, Each Child \$5,000.00.

(b) Prescription and Extended Health Care

No deductible; \$12.00 cap on dispensing fees. Ninety per cent (90%) coverage for drugs requiring a prescription and described Supplemental Health Care Services.

The Employer will pay for a drug plan which provides Ninety per cent (90%) coverage for drugs and which does not require the employee to pay the entire cost of the prescription "up front". The Employer and the Union shall, through the Labour/Management Committee seek out the most convenient and cost-effective plan of this nature which does not require the employee to absorb the cost of any administrative fee.

Coverage of seven hundred and fifty dollars (\$750.00) per practitioner annually for Acupuncturist, Chiropractor, Chiropodist/Podiatrist, Naturopath, Physiotherapist, Speech Therapist and Osteopath, per covered individual per calendar year. There shall be no deductible required for the use of Chiropractic services.

Coverage of One Thousand Dollars (\$1000.00) per practitioner annually for Psychologist, Social Worker/Counsellor, Master of Social Work or Psychotherapist.

Registered Massage Therapist – 20 visits per calendar year
Dietician - \$250 per calendar year

Coverage will include ocular exam every two (2) years, up to One Hundred (\$100.00) Dollars

(c) Vision Care

No deductible.

Up to five hundred and fifty (\$550) per person per twenty-four (24) months.

(d) Audio Care

No deductible. Reimbursement will be made for standard hearing aids, repairs or replacement parts up to a maximum of One Thousand Five Hundred Dollars (\$1,500.00) once every three (3) years.

The Employer agrees to pay Fifty Percent (50%) of net costs, not covered by the Assistive Devices Program (ADP) and the Employer's Employee Health Benefit Plan.

(e) Dental Plan

Basic dental plan, no deductible; provides Ninety per cent (90%) coverage.

Reimbursement based on current year minus one for O.D.A. as per benefits booklet.

Six (6) month recall examination for covered individuals under 19 years of age or over 18 years of age where medically necessary.

Nine (9) month recall examinations for all other covered individuals.

Major dental coverage (caps, crowns, bridges etc.) provided at sixty (60%) percent coverage. Maximum combined (Basic and Major) coverage of Three-thousand and Five Hundred Dollars (\$3,500.00) per year.

Orthodontics - \$2500 per lifetime per insured – fifty (50%) percent reimbursement

(f) Sick Leave

The Employer shall provide a permanent full-time employee with a base of eighteen (18) paid sick days each calendar year. Such days shall have no cash value. It is understood that sick days may be used to provide care for a dependent. Full-time employees on probation shall have a base of one (1) sick day and shall accrue one (1) sick day per month during probation. After completing probation, the remaining allotment of sick days for the calendar year shall be available.

The eighteen (18) days shall be pro-rated for part-time employees according to the following formula:

In the first calendar year of employment, part-time employees will receive a base allotment of one sick day and they shall also accrue three-quarters of a day for each month of employment.

In the second and subsequent years of employment, part-time employees will receive a base allotment of sick days according to the formula of

eighteen (18) times the ratio of their hours worked over 1820 rounded to the nearest half-day. The base allotment will be used as the starting point for the determination of “wellbeing” days and carry forward entitlements for part-time employees.

Nine (9) of the eighteen (18) sick days allotment to employees will be designated as “wellbeing” days. Employees may carry forward a maximum of ten (10) unused sick days and six (6) unused wellbeing days to the following year, up to a maximum of sixty-nine (69) days. The scheduling of wellbeing days is subject to the approval of the employee’s supervisor.

Sick and well-being days may be used prior to such days having been accrued. However, if an employee’s employment with the YWCA ends for any reason, the YWCA may deduct from any outstanding wages an amount equivalent to any sick and well-being days that may have already been used prior to accrual.

(g) Long Term Disability

Employees who work more than 15 hours/week and who have successfully completed their 6 month probationary period are eligible for Long-Term Disability benefits.

The benefit amount is 60% of the first \$2,500.00 and 45% of the balance. The maximum benefit allowance is \$2,500 per month.

The definition of Disability is as follows:

For the first 24 months following the Benefit Waiting Period, an illness or injury that prevents you from undertaking your own occupation. You are not considered disabled if you can perform a combination of duties that regularly took at least 60% of your time to complete

Thereafter, LTD benefits will only continue if you are prevented from being gainfully employed in any occupation which provides you with an income of at least 50% of your pre-disability income.

The employee shall pay One Hundred per cent (100%) of the premium for this benefit.

Please refer to the Long Term Disability benefits booklet for additional details.

(h) R.R.S.P.

July 31, 2009 is the last day for employee and employer contributions to the Group RRSP. See Multi Sector Pension Plan, Article 36.

(i) Sick Leave Pool

Effective April 1st of each year, the Employer will restore the sick leave pool to the level of Five Thousand Dollars (\$5,000.00), to assist eligible employees who are ill and who have exhausted sick leave entitlement. The pool, including eligibility criteria, shall be jointly administered by the Union/Management Committee.

The pool can be extended to Relief staff workers. Eligibility criteria and administration details will be determined by the Union/Management Committee.

(j) Benefit Arrangements for Employees Age 65 and Over

Employees age 65 and over are entitled to such benefits as the insurer is willing to provide. This does not include full Life Insurance, Accidental Death and Dismemberment or ASID or any other insurance that the insurer will not provide. Extended Health, Vision Care, Audio Care and Dental Care coverage (either self-insured or through a carrier) will continue to be provided to employees age 65 and over to the same extent it is provided to employees under age 65, subject to the condition that:

- i) employees age 65 and over shall first claim benefits available to them under any government-sponsored plans before seeking recourse under an Employer-sponsored plan; and
- ii) the liability of the Employer or its insurers shall not exceed the difference between the benefit provided to employees under age 65 and the benefit available to the employee under any applicable government-sponsored plan.

(k) Benefits for Employees on an Approved Medical Leave

Benefit coverage to be maintained for one (1) year for an employee on approved medical leave provided that the employee is otherwise qualified for benefit coverage.

Approved medical leave means a leave that has been approved by the Employer and the need for which has been substantiated by appropriate medical evidence.

The Employer will reimburse the Employee for any reasonable fee incurred by the employee to provide the medical evidence.

ARTICLE 42 – TERM

42.01 This agreement shall be in full force and effect from 1 April 2026 until 31 March 2029 and shall continue from year to year unless either party gives to the other notice of its desire to bargain amendments within ninety (90) days prior to the expiry date. Upon receipt of such notice, the parties will forthwith meet for the purpose of bargaining.

Signed this 7th day of August 2026

FOR THE UNION:

Kim Dolan

[Signature]

NDuncan

NDuncan (Sep 8, 2026 13:16:44 EDT)

Jeffrey S

FOR THE EMPLOYER:

Kristal Ashford

Kristal Ashford (Aug 7, 2026 09:43:23 EDT)

Laura Knott

Laura Knott (Aug 7, 2026 17:35:28 EDT)

Madyson Graham

Madyson Graham (Aug 8, 2026 09:12:04 EDT)

Montanna Byers

Montanna Byers (Aug 8, 2026 09:36:52 EDT)

[Signature]

KG/COPE491

SCHEDULE "A" – WAGE GRID

Effective on Jan 1, 2026 - Includes Annual Increase from Oct 1, 2025					
Pay Band	START Rates	YR 1 Service Hours 1820	YR2 Service Hours 3640	YR 3 Service Hours 5460	YR4 Service Hours 7280
A	29.13	29.33	29.50	29.68	29.88
B	29.25	29.89	30.94	32.03	32.96
C	35.92	36.52	36.91	37.30	37.80
D	28.22	28.92	29.68	30.39	31.30
D2	25.76	26.46	27.19	27.93	28.84
DM					
DRM	22.56	22.74	22.92	23.09	23.27
E1M	22.80	23.50	24.23	24.96	25.88
E2	25.58	26.28	27.01	27.74	28.65
EM	22.20	22.90	23.60	24.36	25.27
ERM	21.76	21.88	22.04	22.21	22.39
F	21.79	21.93	22.34	22.95	23.61
H	23.92	24.34	24.81	24.93	25.07
J	29.22	29.91	30.60	31.29	31.97

The wage grid does not reflect any pay equity adjustments. As pay equity reviews and adjustments are completed, the wage grid will be updated accordingly. The wage grid is intended to be a living document and will be amended as required to reflect approved pay equity changes.

<u>April 1, 2026 to March 31, 2027</u>					
Representing a 3.0% increase					
	START Rates	YR 1 Service Hours 1820	YR2 Service Hours 3640	YR 3 Service Hours 5460	YR4 Service Hours 7280
	Hourly	Hourly	Hourly	Hourly	Hourly
A	30.00	30.21	30.39	30.57	30.78
B	30.13	30.79	31.87	32.99	33.95
C	37.00	37.62	38.02	38.42	38.93
D	29.07	29.79	30.57	31.30	32.24
D2	26.53	27.25	28.01	28.77	29.71
DM					
DRM	23.24	23.42	23.61	23.78	23.97
E1M	23.48	24.21	24.96	25.71	26.66
E2	26.35	27.07	27.82	28.57	29.51
EM	22.87	23.59	24.31	25.09	26.03
ERM	22.41	22.54	22.70	22.88	23.06
F	22.44	22.59	23.01	23.64	24.32
H	24.64	25.07	25.55	25.68	25.82
J	30.10	30.81	31.52	32.23	32.93

The wage grid does not reflect any pay equity adjustments. As pay equity reviews and adjustments are completed, the wage grid will be updated accordingly. The wage grid is intended to be a living document and will be amended as required to reflect approved pay equity changes.

<u>April 1, 2027 to March 31, 2028</u>					
Representing a 3.0% increase					
	START Rates	YR 1 Service Hours 1820	YR2 Service Hours 3640	YR 3 Service Hours 5460	YR4 Service Hours 7280
	Hourly	Hourly	Hourly	Hourly	Hourly
A	30.90	31.12	31.30	31.49	31.70
B	31.03	31.71	32.83	33.98	34.97
C	38.11	38.75	39.16	39.57	40.10
D	29.94	30.68	31.49	32.24	33.21
D2	27.33	28.07	28.85	29.63	30.60
DM					
DRM	23.94	24.12	24.32	24.49	24.69
E1M	24.18	24.94	25.71	26.48	27.46
E2	27.14	27.88	28.65	29.43	30.40
EM	23.56	24.30	25.04	25.84	26.81
ERM	23.08	23.22	23.38	23.57	23.75
F	23.11	23.27	23.70	24.35	25.05
H	25.38	25.82	26.32	26.45	26.59
J	31.00	31.73	32.47	33.20	33.92

The wage grid does not reflect any pay equity adjustments. As pay equity reviews and adjustments are completed, the wage grid will be updated accordingly. The wage grid is intended to be a living document and will be amended as required to reflect approved pay equity changes.

<u>April 1, 2028 to March 31, 2029</u>					
Representing a 3.0% increase					
	START Rates	YR 1 Service Hours 1820	YR2 Service Hours 3640	YR 3 Service Hours 5460	YR4 Service Hours 7280
	Hourly	Hourly	Hourly	Hourly	Hourly
A	31.83	32.05	32.24	32.43	32.65
B	31.96	32.66	33.81	35.00	36.02
C	39.25	39.91	40.33	40.76	41.30
D	30.84	31.60	32.43	33.21	34.21
D2	28.15	28.91	29.72	30.52	31.52
DM					
DRM	24.66	24.84	25.05	25.22	25.43
E1M	24.91	25.69	26.48	27.27	28.28
E2	27.95	28.72	29.51	30.31	31.31
EM	24.27	25.03	25.79	26.62	27.61
ERM	23.77	23.92	24.08	24.28	24.46
F	23.80	23.97	24.41	25.08	25.80
H	26.14	26.59	27.11	27.24	27.39
J	31.93	32.68	33.44	34.20	34.94

The wage grid does not reflect any pay equity adjustments. As pay equity reviews and adjustments are completed, the wage grid will be updated accordingly. The wage grid is intended to be a living document and will be amended as required to reflect approved pay equity changes.

Pay Band(s)

A	Custodian
B	Court Support Worker, Transition Support Worker
C	Clinical Therapist
D	Shelter Support Worker, Family Well-Being Worker, Women's Well-Being Worker, Youth Program Facilitator, Children's Worker, Shelter Support Worker-Relief
D2	Food Hub Worker (Knowledge Transfer Specialist, Evaluation Specialist, Community Engagement Facilitator, Food Skills Facilitator, Community Food Cultivator, Just Food Facilitator)
DM	
DRM	Relief worker - food action
E1M	Special Events Worker
E2	Finance Assistant
EM	Volunteer Coordinator
ERM	Relief worker - special events
F	Secretary/Receptionist, Administrative Assistant
H	Housekeeping, Shelter Cook

NOTES TO SCHEDULE "A" - WAGE GRID

1. Make annual Pay Equity adjustments to the grid applying the required rules:
 - ◆ Employees at the lowest pay bands must reach Pay Equity first.
 - ◆ All employees must receive some adjustment until they reach Pay Equity.
 - ◆ The Pay Equity adjustment must be applied to the individual and to the top and bottom of the pay bands.
 - ◆ The Employer must make adjustments equal to 1% of the previous year's payroll for unionized employees.
 - ◆ Pay Equity adjustments will be negotiated with the Union annually and will take effect 1 January 2027, 1 January 2028, and 1 January 2029.
2. In cases where an employee moves from one job to another with the same grid as the job that the employee moved from, the employee would be placed on the grid in the new job so that they were receiving the same rate of pay that they were previously receiving. Similarly, the employee's vacation entitlement would be unaffected and would remain the same.
3. If an employee moves from one job to another job with a higher pay band, the employee would be placed on the bottom of the grid for the new job, or would receive a two per cent (2%) wage increase, whichever is greater.

Relief work service will be counted in determining grid step placement when the Relief Worker moves to a full-time or part-time position doing the same work they performed as a relief worker (i.e., where a relief worker in a shelter moves into a full-time or part-time Shelter Support Worker position).

When a Relief Worker moves into a different full-time or part-time job than the job they were performing, they will be placed at the bottom of the grid for the new job or receive a two per cent (2%) increase, whichever is greater.

4. All rates shall be revised to reflect annual Pay Equity adjustments as required.
5. See the following schedule for wage increase on April 1, 2026, April 1, 2027, and April 1, 2028, agreed and administered as percent per hour so as not to increase the Pay Equity Wage Gap. (This will be in addition to the one percent (1%) Pay Equity adjustment required by law)

Letter of Understanding #1

BETWEEN

YWCA PETERBOROUGH HALIBURTON

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 3521**

Re: Call-In and Shift Allocation for Shelter Counsellor

The Employer and the Union agree to the following regarding the offering of available shifts, call-in procedures, overtime opportunities, and staffing processes.

All available shifts shall be offered in a fair, transparent manner, based on job status (e.g. full time, part time, relief) and seniority.

The Employer shall maintain an up-to-date seniority list and call-in list. The call-in list shall be made available to the Union upon request. The seniority list will be provided in accordance with Article 16.07.

No active employee shall be bypassed in the call-in process except in accordance with these provisions unless the Employee has indicated that they are not available (e.g. vacation).

Shifts shall be offered at regular time as full shifts, first to part time staff and then relief (according to seniority).

During the initial contact, employees may indicate whether they are available for:

- the full shift; or
- a partial shift.

Partial shifts shall be a minimum of four (4) hours.

Employees shall be contacted using the contact information provided by the employee. Employees are required to ensure their contact information is up to date.

For shifts commencing within twenty-four (24) hours, there shall be no mandatory waiting period between calls.

For shifts commencing more than twenty-four (24) hours in advance but less than seven

(7) days, a minimum interval of thirty (30) minutes per calendar day between the time of the call and the shift start time shall be observed before proceeding to the next employee not to exceed twelve (12) hours. These shifts shall be filled utilizing the paper call-in sheet.

The call-in process shall not be delayed, accelerated, or otherwise manipulated to bypass employees or to avoid the application of these provisions.

Shifts that are commencing in eight (8) or more days will be posted in Makeshift and filled in order of seniority by job status. (part-time, relief)

Employees may submit an expression of interest in Makeshift for:

- the full shift; or
- partial shift, subject to a minimum of four (4) hours.

Expressions of interest will be reviewed during business hours within a maximum of five (5) days.

Makeshift shifts are assigned by timestamp based on the employee that submitted the request in the allotted timeframe (30 minutes per calendar day).

Example: If the shift is ten (10) days away the shift shall be assigned to the employee with the most seniority based on job status (part-time, relief) after the shift has been posted for five (5) hours.

In the event that no one has submitted interest the shift will remain open until filled.

If the shift is not filled and is within seven (7) days, the previously noted call-in procedure will be followed.

For clarity and provided the appropriate wait times are followed, employee(s) with less seniority may be granted the shift.

The Employer shall maintain accurate records of all call-in attempts, including dates, times, and employee responses. These records shall be provided to the Union upon request.

Overtime opportunities shall be distributed by seniority within each job status in the following order:

- full-time employees;
- part-time employees; and
- relief employees

Where a shift cannot be filled at straight-time rates, whether it be partial or full, it may be offered at time and one-half (1.5x), pending management approval.

Once a shift is designated for overtime, all employees shall be contacted, regardless of whether they declined the shift when it was previously offered at straight-time rates.

Stat Holiday Shifts

Statutory holiday shifts, including partial shifts, shall be offered first to available full-time employees by seniority, then to available part-time employees by seniority, and then to relief employees by seniority.

For clarity, statutory holiday premium pay under Article 20 is separate from overtime under Article 19. However, for call-in purposes, statutory holiday shifts shall follow the full-time, part-time, relief order set out above.

No employee shall be disciplined, penalized, or otherwise disadvantaged for declining a call-in shift or overtime opportunity, notwithstanding Article 26.02 (6 shifts/ 6 months).

The Union and Employer agree to review the process noted in this LOU every six (6) months through Labour Management to ensure that it is meeting the needs of both union members as well as organizational operations.

Changes shall not be made to this LOU unless mutually agreed to by both the Union and the Employer.

This Letter of Understanding and any amendments expire with the Collective Agreement.

Signed this 7th day of August 2026

For the Employer

Kim Dolan

[Signature]

NDuncan

NDuncan (Sep 8, 2026 13:16:44 EDT)

Jeffrey S

For the Union

K.A.

Kristal Ashford (Aug 7, 2026 09:43:23 EDT)

Laura Knott

Laura Knott (Aug 7, 2026 17:35:28 EDT)

Madyson Graham

Madyson Graham (Aug 8, 2026 09:12:04 EDT)

Montanna Byers

Montanna Byers (Aug 8, 2026 09:36:52 EDT)

[Signature]

Letter of Understanding #2

**BETWEEN
YWCA PETERBOROUGH HALIBURTON**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 3521**

Re: Joint Job Evaluation

The parties agree to the following with respect to a Joint Job Evaluation ("JJE") and Pay Equity ("PE") process:

1. Within ninety (90) days of ratification of the collective agreement, the parties shall meet, together with their respective consultants and/or representatives, to discuss the development and implementation of a Joint Job Evaluation and Pay Equity process.
2. The purpose of the meeting shall include, but not be limited to:
 - discussing the framework and process for conducting a Joint Job Evaluation;
 - reviewing obligations and considerations related to Pay Equity;
 - identifying potential timelines and resources required for the process;
 - considering and/or developing terms of reference for the committee or process;
 - discussing and evaluating potential Joint Job Evaluation tools or methodologies; and
 - identifying any required education or training for participants.
3. The parties agree that the meeting(s) may include formal training related to Joint Job Evaluation and/or Pay Equity, facilitated by external subject matter experts.
4. Nothing in this Letter of Understanding shall predetermine the outcome of any Joint Job Evaluation, Pay Equity process, classification review, compensation adjustment, or collective bargaining proposal.
5. This Letter of Understanding shall form part of the collective agreement and expire at the same time.

Signed this 7th day of August 2026

For the Employer

Kim Dolan

NDuncan

NDuncan (Sep 8, 2026 13:16:44 EDT)*GiffneyS*

For the Union

Kristal

Kristal Ashford (Aug 7, 2026 09:43:23 EDT)*Laura Knott*

Laura Knott (Aug 7, 2026 17:35:28 EDT)*Madison Graham*

Madison Graham (Aug 8, 2026 09:12:04 EDT)*Montanna*

Montanna Byers (Aug 8, 2026 09:36:52 EDT)*L. P. Ryan*

Letter of Understanding #3

BETWEEN

YWCA PETERBOROUGH HALIBURTON

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 3521**

Re: Bill 124 Funding

In the event that the Government or any other legal body which has jurisdiction provides new funding related to Bill 124 remedy to the Employer, the parties will agree to reopen the Collective Agreement with respect to wages and compensation and meet to bargain as to how the funds will be distributed in a fair and equitable manner. Such bargaining will be subject to the duty to bargain in good faith imposed by section 17 of the Labour Relations Act, 1995.

The Union expressly reserves their right to reintroduce proposals respecting Bill 124 remedy in future rounds of bargaining.

The parties agree that this Letter of Understanding is without prejudice to either party's position regarding Article 40 of the Collective Agreement and/or the Union's related outstanding grievance, including any position either party may take at arbitration.

Nothing in this Letter of Understanding constitutes a representation or admission by either party with respect to the interpretation, application, or ongoing effect of Article 40.

Any dispute regarding the application and interpretation of the LOU may be the subject of a grievance, as per the collective agreement.

Signed this 7th day of August 2026

For the Employer

Ron Dolan

[Signature]

NDuncan
NDuncan (Sep 8, 2026 13:16:44 EDT)

GiffneyS

For the Union

Kristal Ashford
Kristal Ashford (Aug 7, 2026 08:43:23 EDT)

Laura Knott
Laura Knott (Aug 7, 2026 17:35:28 EDT)

Madyson Graham
Madyson Graham (Aug 8, 2026 09:12:04 EDT)

Montanna Byers
Montanna Byers (Aug 8, 2026 09:36:52 EDT)

[Signature]

APPENDIX "A" – LEFT BLANK INTENTIONALLY

APPENDIX "B" – LEFT BLANK INTENTIONALLY

APPENDIX "C" – LEFT BLANK INTENTIONALLY

APPENDIX "D" – LEFT BLANK INTENTIONALLY

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