

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

**YWCA OF GREATER TORONTO**  
(HEREINAFTER REFERRED TO AS THE "THE EMPLOYER")

**- AND -**

**CANADIAN UNION OF PUBLIC EMPLOYEES,  
AND ITS LOCAL 2189**  
(HEREINAFTER REFERRED TO AS THE "THE UNION")

**APRIL 1, 2021 TO MARCH 31, 2024**

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## **ARTICLE 1 – DEFINITIONS**

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Association and the Employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Association and the prompt disposition of grievances and the final settlement of disputes and establish and maintain satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that Employees wish to work together with the Association to secure the best possible care and service for participants.

All references to the female gender in this Agreement **have been changed to gender neutral pronouns. References to they/them/their is meant to be inclusive of all genders.**

- 1.02 (a) The terms “staff”, “Employee” or “Employees” used in this Agreement shall be defined to mean persons (other than volunteers) who are paid for their services and are employed by the Employer. The term “staff” refers to persons both included and excluded from the bargaining unit pursuant to the Recognition Article. The term “Employees” is limited to those persons specifically included in the bargaining unit pursuant to the Recognition Article.
- (b) The term “Local” as used in this Agreement, unless clearly specified otherwise, shall mean Local 2189 of CUPE (Canadian Union of Public Employees).
- (c) The term “Employer” shall mean the Young Women’s Christian Association of Greater Toronto (YWCA Toronto).
- (d) The term “Union” shall mean the Canadian Union of Public Employees and “Union Representative” will be a staff person (field representative) of CUPE.
- (e) The term “Bargaining Unit” shall mean all those Employees eligible to join the Local pursuant to the Recognition Article.
- (f) The term “contract staff” shall mean a staff who is hired for a specific job and for a specific time frame. Without limiting the generality of the foregoing, this includes staff hired with short-term project funding or persons filling in short-term vacancies within the bargaining unit such as pregnancy/parental leave, personal leave, or extended sick leave. Contract staff completing more than ten (10) months of work and who work **fifteen (15)** hours per week and over shall be in the bargaining unit.

- (g) The term “relief staff” shall mean persons employed by the Employer to replace Employees during a short-term absence such as but not limited to vacation or sick leave. Relief staff are provided with short notice of their assignment and may elect to work based on their availability. Relief staff are paid on an hourly basis.
- (h) The term “sessional staff” shall refer to staff not in the bargaining unit who are paid hourly to fulfill program needs of a regularly scheduled sessional nature. Sessional staff are not covered by the Collective Agreement.
- (i) The term “transfer” shall apply when an Employee leaves one position for a different position in the Association, and the position they are vacating still exists.
- (j) It is recognized that “level” in Appendix B refers to the job, as assessed through the job classification process.
- (k) The term “child” shall refer to a child for whom an Employee is one of the primary caregivers who is under the age of twenty-one (21) years or, if enrolled and in full time attendance at a college or university, under the age of twenty-five (25) years. This term is to include the children of a partner.
- (l) The term “participants” in this Agreement shall include residents and clients.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer recognizes the Local as the sole and exclusive bargaining agent for all Employees of the Employer, save and except Managers, Directors and excluded Employees listed in Article 2.04.
- 2.02 (a) The parties agree that staff hired on contracts of ten (10) months or less and part-time staff who are regularly scheduled to work fewer than **fifteen (15)** hours per week (including relief and sessional staff), are excluded from the bargaining unit and are not covered by the terms of this Agreement.
- (b) The parties agree that persons hired into training positions funded under a recognized job training program, and who would otherwise be included fully in the bargaining unit under Article 2.02(d), shall be included in the bargaining unit and covered by the terms of this Collective Agreement, save and except Articles 13 (Disciplinary Measures), Article 15 (Seniority), Article 16 (Layoff, Bumping, Recall) and Article 17 (Vacancies and Transfers). It is agreed that such Employees shall be considered “external candidates” for the purposes of Article 17.
- (c) The parties agree that “sessional staff”, including child care workers, shall not be included in the bargaining unit and are not covered by the terms of this Collective Agreement.
- (d) (i) The parties agree that persons hired by the Employer on contracts for an agreed term in excess of ten (10) calendar months and who work **fifteen (15)** hours per week or more shall be considered members of the bargaining unit, and shall be covered by all of the terms of the Collective Agreement, save and except Articles 13, 15, 16, and 17 (however, Articles 17.01 (b), 17.02 (a), 17.02 (b)(i) and 17.02 (c) do apply). It is agreed that such Employees shall be considered “internal candidates” for the purposes of Article 17.
- (ii) Contract positions that extend beyond twelve (12) months and for which the Association receives program funding shall become permanent bargaining unit positions and be posted according to Article 17.
- (iii) Notwithstanding the above, a permanent member of the bargaining unit who accepts a contract position for an agreed term of six (6) calendar months or more shall maintain all **their** rights pursuant to the Collective Agreement except as otherwise provided under Article 17.06.

- (e) Persons who complete successive contracts (and who work **fifteen (15)** hours per week) with the Association, such that the combination of their contracts extends in excess of ten (10) calendar months, shall be considered members of the bargaining unit. They shall be eligible to receive all benefits of a bargaining unit staff, save and except Article 13 (Disciplinary Measures), Article 15 (Seniority), Article 16 (Layoff, Bumping, Recall) and Article 17 (Vacancies and Transfers), (however, Articles 17.01 (b), 17.02 (a), 17.02 (b) (i) and 17.02 (c) do apply), regardless of how many different short-term contracts they may actually work, provided there is a break of less than two (2) calendar months between each contract. It is agreed that such Employees shall be considered “internal candidates” for the purposes of Article 17.
- 2.03 Without restricting the generality of the foregoing, it is agreed that Directors and Managers are excluded from the bargaining unit as exercising managerial functions.
- 2.04 It is understood and agreed that the Human Resources Assistants and the Executive Co-ordinator to the Chief Executive Officer are excluded from the bargaining unit as requiring employment in a confidential capacity in matters relating to Labour Relations.
- 2.05 The Employer shall not, so long as the Union and/or the Local continues to be entitled to represent Employees in the bargaining unit, bargain with or enter into a Collective Agreement with any person or another trade union on behalf of or purporting, design or intended to be binding upon the Employees in the bargaining unit or any of them.
- 2.06 Staff members, volunteers, students, contract workers and temporary contract office staff, whose jobs are not in the bargaining unit shall not do work normally done by members of the bargaining unit except for the purpose of instruction, emergencies or temporary workload or short-term absences of up to ten (10) months.

### **ARTICLE 3 – NO DISCRIMINATION**

- 3.01 The Employer and the Local agree that there shall be no discrimination, intimidation, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an Employee’s membership or non-membership in the Union, activity or lack of activity in the Union, or because of any Employee exercising **their** rights under the Ontario Labour Relations Act.
- 3.02 The Employer and the Local agree to observe the provisions of the Human Rights Code and the YWCA Toronto’s Workplace Discrimination and Harassment Policy. The Employer shall not discriminate against, intimidate, interfere with or coerce an Employee for any reason pursuant to the Human Rights Code, other than to intervene when an Employee’s action is detrimental to the Association, subject to the Grievance Procedure.
- 3.03 Inasmuch as the Employer exists to further the activities and aims of its women members and the community generally, it is understood and agreed that the Employer will employ, retain and evaluate Employees on the basis of their qualifications, experience, competence and job performance subject to the right of an Employee to assert that in carrying out such action the Employer has violated this Agreement.



## **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 Except where specifically abridged by the terms of this Agreement and subject to the rights of Employees, the Local and the Union to the Grievance Procedure, it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects, and without limiting or restricting this right and function:
- (a) to maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by Employees. The Employer agrees to notify the Local, in writing, of all rules and regulations, or of alterations thereto, and provide notice thereof;
  - (b) to classify and determine the content of each job for the most productive service, employ new personnel, select for new or vacant positions, transfer, suspend or otherwise discipline or dismiss for just cause;
  - (c) to determine the kinds of services to be performed; the location of administrative functions and services, and the allocation of personnel and resources;
  - (d) to continue its present practice of using volunteers and students in the delivery of direct service.
- 4.02 The Employer recognizes that the rights described in this Article shall be exercised in a manner consistent with all provisions of this Agreement.
- 4.03 There shall be no written or verbal agreements with any Employees that are contrary to this Collective Agreement, without consultation and agreement from the Local.

## **ARTICLE 5 – UNION SECURITY AND CHECK-OFF**

- 5.01 Neither the Employer nor the Local will discriminate against any Employee because of **their** membership or non-membership in the Union. It is recognized that membership in the Union is a voluntary act on the part of each Employee in the bargaining unit.
- 5.02 As a condition of employment, or continued employment, of its Employees in the bargaining unit, the Employer agrees to deduct from the wages of each Employee, union dues in an amount equivalent to the regular monthly dues duly authorized by the constitution of the Union for union dues, and to remit the amount so deducted from the Employee's earnings, together with a list of such Employees that shall include each Employee's regular wages for that month will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees with a copy forwarded to the Treasurer of the Local. Such deduction will be remitted within fifteen (15) days of the payment of wages each month.
- 5.03 This compulsory check-off of dues shall continue during the lifetime of this Agreement or any renewal thereof and shall be continued throughout any period during which the parties are engaged in negotiations with a view to making a new Agreement, and it shall apply to all Employees in the bargaining unit.
- 5.04 The Union shall keep the Employer advised, in writing, of any changes in the amount of its monthly dues.
- 5.05 (a) The Employer agrees, at the time of hiring, to acquaint the new Employee with the fact that a Collective Agreement is in effect and to provide **them** with a copy of the Collective Agreement and a list of all council members.
- (b) The Employer shall provide the new Employee with an Orientation Kit, including a welcome letter from the Union, for New Employees. The Employer agrees to provide the Local with a copy of such kit and to notify the Local of any changes made therein.
- 5.06 (a) The Employer agrees to notify the Local of the name of each Employee who has satisfactorily completed the probationary period.
- (b) A Union Steward shall have the right to meet the Employee, with the Supervisor/**Manager's** knowledge and at mutual convenience, for one hour during work time, within one month from the date of hiring.
- 5.07 The Employer agrees to inform the Local of all appointments, demotions, hires, lay-offs, transfers, recalls, job shares, secondments, leaves, resignations, retirees, deaths, or other changes or terminations of employment relating to bargaining unit members within thirty (30) days of such an event.
- 5.08 Errors in the collection of union dues shall be split between the Association and the Local equally.

## **ARTICLE 6 – UNION REPRESENTATION**

6.01 The Employer will only recognize Stewards at each of the Employer's sites as follows:

1 to 20 Employees – 1 Steward

21 to 40 Employees – 2 Stewards

41 to 60 Employees – 3 Stewards

All bargaining unit Employees shall have access to a Steward. When new programs or locations are opened, a Steward shall be elected as needed.

6.02 An Employee shall not qualify to serve as a Steward until **they have** completed their probationary period. **The exception is for new sites where a newly hired employee may assume the role of Union Steward.**

6.03 The Local will inform the Employer of any change in the list of Local Officers or Committee members within five (5) working days of that change. The Employer shall not be obliged to recognize any Committee member or Officer of the Local unless the Employer has been properly informed of **their** selection.

- 6.04
- (a) The Employer agrees to recognize a maximum of three (3) Employees and one (1) representative of the Union as constituting the Union Negotiating Team. Time spent by the three (3) Employee members of the Union Negotiating Team in negotiating meetings with the Employer shall be considered work time.
  - (b) In the period beginning six (6) months prior to the termination of the Collective Agreement, and up to the signing of a new one, each member of the Negotiating Team and one (1) alternate shall be entitled to use time equivalent to five (5) working days, three (3) paid, two (2) unpaid, to prepare for negotiations. This time shall be arranged in consultation with the **Manager**.
  - (c) The parties agree that during any negotiating meetings, each party may have observers in attendance.

- 6.05 Union Stewards, Executives of the Local or their designates shall have the right to investigate Employees' complaints and to attend meetings with the Employer in order to discuss grievances or other Union business. Union Stewards, Executives of the Local or their designates shall efficiently undertake these tasks in order to obtain the prompt resolution of problems. No Employee will leave **their** regular work to attend Union business without giving reasonable advance notice to **their Manager** and securing **their Manager's** permission, which permission shall not be unreasonably withheld. Time spent during regular working hours in the investigation and processing of grievances by members of the Grievance Committee, Executives of the Local, Stewards or their designate, and grievors shall be considered work time to a maximum of twelve (12) hours. The Employer will not be obliged to recognize any Union Steward, Committee member or their designate unless prior written notice of such person's appointment has been given to the Employer before such person takes any action as a representative. A designate must either be an Employee or the Union Representative. Designates may only act in substitution for and in the absence of the person appointed.
- 6.06 All work performed by Union members on a joint Union/Management Committee shall be considered work time.
- 6.07 All correspondence between the parties arising out of this Agreement and incidental thereto shall pass to and from the Chief Executive Officer of the Employer or **their** designate and the appropriate Local **executive** representative.
- 6.08 The Employer agrees to recognize a Local Grievance Committee comprised of a Steward and not more than two (2) additional members of the bargaining unit at any particular grievance procedure. The Local agrees to provide written notice of the names of these Employees prior to the commencement of a particular grievance. The Union Representative may attend and participate at the request of the Grievance Committee.
- 6.09 The Employer shall provide a **page on the YWCA Toronto Shared Resource website and a** bulletin board measuring not less than 24" by 36" in each centre (one in each building) for the purposes of posting Union bulletins and notices only. Bulletin boards shall be placed in areas all Employees would normally access.
- 6.10 The Employer agrees to permit members of the Local in the bargaining unit reasonable access to computers, photocopiers and other office equipment located on those premises of the Employer where a Management person has **their** office for matters directly relating to the efficient functioning of Local 2189 and distribution of information to members of Local 2189 arising from the administration of the Collective Agreement under the following conditions:
- (a) such machines will not be used for such purposes during an Employee's work hours. It is agreed that the Employer's work takes precedence;
  - (b) Employer's supplies used by the Local will be at cost;

- (c) prior to utilizing such equipment, a request for such use has been agreed to by the Management person (or **their** designate) having **their** office in the premises where the equipment is located which agreement shall be confirmed in writing in due course;
- (d) normal care and attention shall be given to such equipment when used from time to time. It is understood and agreed that with regard to the use of the above equipment the needs of the Employer must be given priority. The Employer reserves the right to limit or discontinue the use of such equipment if, in the opinion of the Employer, this use is causing unreasonable strain on facilities and is in conflict with efficient service to clients, participants and residents.
- (e) The Employer agrees to provide the Local with an office space at the Bongard house location. It is understood if Management would like the room back for any reason, they shall provide the Union with sixty (60) days written notice. If available, the Employer will provide a replacement office.

## **ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE**

### 7.01 Establishment of Committee

The parties mutually agree that there are matters that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement. The Committee shall consist of two (2) elected representatives of the Local and two (2) Management representatives of the Association. Subject to the item(s) on the agenda, either party may request the attendance of additional representatives to deal with specific issues.

### 7.02 Function of Committee

The Committee shall concern itself with the following general matters:

- (1) To promote co-operation and discussion regarding issues of mutual interest and concern with the hope of resolving, where possible, such issues in the best interests of the YWCA Toronto, its Employees and Management in a non-adversarial manner.
- (2) Considering constructive feedback of all activities so that better relations shall exist between the Employer and the Employees.
- (3) Improving and extending services to the public.

### 7.03 Meetings of Committee

The Labour-Management Committee will meet as required. The party requesting such meeting will give seven (7) calendar days' notice with a list of agenda items accompanied by a brief statement setting out the nature of the issues for discussion. Each meeting will take place as soon as it is reasonably possible following the seven (7) calendar days of notice. The agenda will be sent to all committee members including the alternate.

7.04 Time spent by the two elected representatives of the Local attending meetings of the Labour-Management Committee shall be considered work time.

### 7.05 Chairperson of the Meeting

A Union and an Employer representative shall alternate in presiding over meetings.

### 7.06 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and circulated to both parties. The minutes will be sent to all committee members including the alternate.

7.07 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer.

7.08 The CUPE National Representative assigned to the bargaining unit shall be permitted to attend meetings of the Labour-Management Committee. Similarly, Management may have outside assistance if it believes it to be necessary.

7.09 The Employer shall provide the following information to the Union members of the Labour-Management Committee:

- (1) On a quarterly basis, a list of mailing addresses and phone numbers for bargaining unit members as contained in the Employer's records;
- (2) At each Labour-Management Committee meeting, a list of vacant bargaining unit positions.

7.10 The following provision applies to any reorganization or restructuring which occurs on or after the date of ratification by both parties. In the event of reorganization or restructuring of the Association, or program or department, which will have potential adverse effects upon Employees in the bargaining unit, the parties agree that they will discuss possible ways and means of avoiding impact, including:

- Identifying and proposing possible alternatives to any action
- Identifying and seeking ways to address on-the-job retraining needs of Employees
- Identifying vacant positions within the Association for which surplus members of the bargaining unit might qualify, or such positions, which are currently filled but which are expected to become vacant within a twelve (12) month period.

7.11 Emergency Labour-Management Committee meetings shall be called as soon as reasonably possible, by either party between regularly scheduled meetings, to address time sensitive matters.

7.12 To allow the Labour-Management committee to carry out its mandated role under this Article, the Association will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans that impact on the bargaining unit.

## **ARTICLE 8 – UNION MEETINGS**

- 8.01 The Employer agrees that members of the bargaining unit may hold meetings on the premises of the Employer other than during times when most of those attending would be scheduled for work, provided that there is adequate staff coverage which is approved by the Management representative in the centre. The plan for providing such coverage must be submitted by the Union Steward in that centre to the Management representative, in writing, and approved by the Management representative at least twenty-four (24) hours in advance. Application for use of the meeting space must be submitted to the Management representative and cleared by **their** at least twenty-four (24) hours in advance. Such clearance shall not be unreasonably withheld.
- 8.02 In addition to the foregoing, members of the bargaining unit may meet together at the Employer's premises during work time, with no loss of pay, subject to the provisions for coverage and building use provided for in clause 8.01.

Attendance at Union meetings outside of an Employee's scheduled working hours is not considered work time or overtime earned.

- (a) The total bargaining unit may meet five (5) times each calendar year for two (2) hours, one (1) hour of which is considered paid work time taken consecutively at the time of day deemed most convenient by both Employees and the Management representative in the centre. In the event the bargaining unit member is scheduled to work during both hours of the Union Meeting, both hours shall be covered as paid work time. The Union agrees to provide the Employer with at least fifteen (15) working days' notice for total bargaining unit meetings whenever possible. The Employee's ability to attend such meetings will be granted at the discretion of the Manager, depending on program needs. Upon request one additional meeting may be granted during negotiations for the renewal of the Collective Agreement. Such request shall not be unreasonably denied.
- (b) For Employees that are scheduled to work the day of the Local Meeting, travelling time from the work place and the total bargaining unit meetings and back to work (when required to complete a regularly scheduled shift) shall be considered work time in addition to the time provided for in Article 8.02(a). There shall be no reimbursement for travel expenses under this Article.
- (c) The Employer agrees that members of the bargaining unit shall have fifteen (15) minutes once a month, if necessary, at a team meeting to discuss matters arising with the Union depending on program needs.

Once per quarter, this time could be extended to 30 minutes, pursuant to the Local's request. The Local shall notify the Manager of the program at least one week in advance when such a meeting is necessary.



- 8.03 Staff excluded from the bargaining unit may provide coverage for bargaining unit Employees wishing to attend Union meetings, subject to Article 8.02.
- 8.04 Upon written request by the Local, given not later than thirteen (13) working days in advance to the Employer, the Employer will grant leave of absence without pay for attendance at Union meetings, conferences, conventions or to attend to Local business, provided however, that said leave will not total more than twenty-five (25) working days per calendar year for the entire bargaining unit. No more than three (3) Employees shall be granted leave at any one time. Approval for such leave shall not be unreasonably withheld. Should the designated Employee be unable to attend, permission to substitute another Employee shall not be unreasonably withheld.
- 8.05 Notwithstanding Article 8.04, the Local may request unpaid leaves for more than three (3) Employees at one time and the total requested time off may exceed the 25 working days per calendar year. The Employer will consider such requests and approval for such requests will not be unreasonably withheld.

## **ARTICLE 9 – LOCAL INVOLVEMENT ON BOARD AND COMMITTEES**

- 9.01 The Local may request permission of the Chairperson at least forty-eight (48) hours in advance, to attend Board Committee or Task Force meetings. Permission shall not be unreasonably refused. A copy of the most recent agenda and minutes of Committees and/or reports of Task forces shall be available on request.
- 9.02 Local members may attend Board meetings with the prior approval of the Chair or Chief Executive Officer, and may, with prior approval, speak to matters on the agenda. Attendance at such meetings shall not be considered work time, unless the Employer has requested the members' attendance. Agenda and minutes of Board meetings will be sent to the President of the Local and each Union Steward on the same day as they are sent to Board members for posting in each YWCA Toronto centre.

**ARTICLE 10 – STRIKES AND LOCKOUTS**

10.01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the Ontario Labour Relations Act.

## **ARTICLE 11 – GRIEVANCE PROCEDURE**

11.01 It is the mutual desire of both parties that complaints be resolved effectively and efficiently. The grievance procedure shall not be invoked until the Employee has attempted to resolve the complaint with **their Manager** or designate. Documentation of this unresolved attempt, which may include the reasons why it was not possible to complete the process, will be required before proceeding to Step 1. The Employee is entitled to Local Union representation at any such meeting.

### 11.02 Step 1

The Employee having an unresolved complaint shall submit a signed grievance to **their** Manager within fifteen (15) working days after the **Employee became aware of the incident that prompted the complaint**. A meeting between the Manager, the Director of Human Resources, or **their** designate, two members of the Grievance Committee and the grievor shall take place no later than six (6) working days after the Manager receives the signed grievance. The Manager's decision shall be delivered to the Grievance Committee no later than five (5) working days after the said meeting has occurred.

### 11.03 Step 2

Within five (5) and up to ten (10) working days subsequent to the decision at Step 1, the grievance may be submitted, in writing, by the Local to the Chief Executive Officer or **their** designate. The Chief Executive Officer may request the presence of additional representatives of the Employer providing said number doesn't exceed the Local's and shall convene a meeting to consider the grievance at Step 2, within five (5) and no later than ten (10) working days. The Grievor shall have the right to be present and may be accompanied by the Grievance Committee and the Union Representative. The Chief Executive Officer shall deliver **their** decision in writing within seven (7) working days from the date of such meeting. Failing settlement at Step 2, either the Local or the Employer may submit the grievance to arbitration and/or mediation within twenty (20) working days of the date of the decision of the Chief Executive Officer or **their** designate at Step 2.

11.04 Should either the Local or the Employer elect to submit the grievance to mediation, such request shall be made at the same time as the request for arbitration is made. However, either party may refuse to proceed to mediation. The mediation shall be scheduled within a reasonable period. The cost of the Mediator shall be borne in equal amount by the Employer and the Union. The arbitration procedures outlined in Article 12 shall continue should the parties not reach a settlement with the mediator.

11.05 Any difference arising directly between the Union and/or the Local and the Employer relating to the interpretation, application or alleged violation of the Agreement may be presented by either party as a Policy Grievance within twenty (20) working days after the date when the subject matter of the grievance first arose, commencing at Step 2.

- 11.06 The Local shall have the right to process a Group Grievance in cases where more than one Employee may be affected, or where a grievance could not otherwise be processed by an individual Employee, commencing at Step 2.
- 11.07 Any of the time allowances provided above may be extended by mutual agreement between the two parties.
- 11.08 If at any step in the grievance procedure or the arbitration procedure, the grievance has not been processed by either of the two parties within the prescribed time limits, the grievance may be advanced to the next step by the grievor.

## **ARTICLE 12 – ARBITRATION**

- 12.01 Where a grievance arises out of a difference between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where a grievance alleges that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party, in writing, of its desire to submit the grievance to arbitration. Such notice shall be given within twenty (20) working days of the receipt of the decision provided for in Step 2 of the grievance procedure.
- 12.02 The parties shall, within ten (10) working days of such notice, meet to agree on the appointment of a sole Arbitrator. By mutual agreement the parties may agree to the appointment of an Arbitration Board. If the parties fail to agree on the appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 12.03 The Arbitrator or Arbitration Board shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and upon any Employee affected by it. The Arbitrator or Arbitration Board shall not have the power to alter, modify or amend any part of this Agreement, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 12.04 The fees and expenses of the Chairperson or the Single Arbitrator shall be shared equally by both parties. Where a Board has been appointed, each party shall pay the fees and expenses of the Arbitrator it appoints.
- 12.05 Employees whose attendance is required by the Arbitrator or the Arbitration Board at Arbitration hearings shall be granted leave from work and the time shall be considered time worked.
- 12.06 Any time limits mentioned in the grievance and arbitration procedures shall exclude Saturdays, Sundays and statutory holidays and may be extended by mutual Agreement.
- 12.07 No person who has been involved in any attempt to negotiate or settle the grievance, shall be appointed as an Arbitrator unless the Employer and the Union agree otherwise.

## **ARTICLE 13 – DISCIPLINARY MEASURES**

- 13.01 The Employer shall not discipline an Employee except for just and sufficient cause. Where discipline is required, the principles of progressive discipline shall be followed.
- 13.02 Where appropriate, in the normal course of supervision, Employer concerns shall be communicated to the Employee either verbally or in writing, but this shall not constitute formal discipline. Any communication shall take place as quickly as reasonably possible after the event(s) giving rise to the concern become known to the Employer. Nothing regarding these communications will be placed in the Employee’s personnel file.
- 13.03 (a) Formal discipline, in accordance with the principles of progressive discipline, may take the form of a written warning, a suspension or a termination.
- (b) Where an incident or behaviour leads to potential disciplinary action, the Employer shall commence an investigation. The Employer shall notify, in writing, the Employee and the Local of the reasons for the investigatory meeting and identify the alleged incident or behaviour. For the purpose of this section, an investigation could, at a minimum, constitute a discussion between the Employer and the Employee. An Employee being investigated or interviewed as a witness during the course of such an investigation shall have the right to seek and obtain the services of a Steward or **their** designate including having the Steward or **their** designate present when **they are** requested to attend an investigatory meeting with the Employer.
- (c) On completion of investigation and within twenty (20) working days after the circumstances giving rise to the discipline become known to the Employer, if the Employer determines that disciplinary action is warranted, a meeting will be held with the Employee in which a written notification of formal discipline shall be provided to the Employee, with a copy forwarded to the Local. An Employee has the right to seek and obtain the services of up to two (2) elected officials of the Local at such a meeting.
- (d) For purposes of clarification, only Management staff can initiate formal disciplinary action.
- 13.04 (a) Where the Employee’s behaviour appears to put in jeopardy the welfare of participants, other staff or the Association, the Employer may exercise the right to immediate suspension with pay for the purpose of investigating a complaint.
- (b) Where it is found after the investigation that there was an absence of just and sufficient cause, the Employer agrees to communicate this to the Employee in writing, with a copy provided to the Local. In such circumstances, all hard copy or electronic documents related to the investigation shall be removed from all files held by the Employer.

- (c) After complete investigation, the Employer may institute disciplinary action, if warranted, including immediate termination.

### 13.05 Termination

It is understood the Employer reserves the right to terminate an Employee for just and sufficient cause only.

For the purposes of this Article, incompetence shall be considered just and sufficient grounds for disciplinary action, including termination.

An Employee who is terminated on such grounds of incompetence shall receive notice of termination or pay in lieu of notice, based on seniority as follows:

- i) Probationary Employees - 1 week
- ii) Up to two (2) years employment - 2 weeks
- iii) Two (2) to four (4) years employment - 3 weeks
- iv) Four (4) to five (5) years employment - 4 weeks
- v) Five (5) to six (6) years employment - 5 weeks
- vi) Six (6) to seven (7) years employment - 6 weeks
- vii) Seven (7) to eight (8) years employment - 7 weeks
- viii) Eight (8) years and over - 8 weeks

For part-time Employees, pay in lieu of notice is to be pro-rated.

### 13.06 An Employee shall be deemed terminated when **they**:

- (a) after receipt of a registered letter from the Employer recalling **them** from layoff, fails to report for work within five (5) consecutive working days, unless absent for a reason satisfactory to the Employer;
- (b) is absent without leave for four (4) consecutive working days during which time **they have** not contacted the Manager or Director directly when **they have** had an opportunity to do so; proof of the inability to contact the Employer is the responsibility of the Employee;



- (c) fails to notify the Employer in writing six (6) weeks before the expiry of a sabbatical leave of absence whether or not **they** intend(s) to return to **their** position. The Employer will **notify** the Employee by **email, and if not available, by** registered mail to remind them of this deadline eight (8) weeks before the expiry of a sabbatical leave of absence. **If the Employee does not confirm receipt of the email within 48 hours, the Employer will notify the Employee by registered mail.**
  - (d) fails to return to work upon termination of an authorized leave of absence within three (3) working days, unless a reasonable explanation is given.
- 13.07 The Employer shall notify the Local, within ten (10) working days, in writing, of an Employee's termination or suspension. Details leading up to the termination or suspension of an Employee will be submitted to the Local, provided the Employee gives **them** written permission.
- 13.08 Grievances relating to disciplinary measures shall be initiated at Step 2 of the grievance procedure.
- 13.09 All documents referring to any disciplinary action shall be removed from the Employee's personnel file eighteen (18) months after the date of the final resolution and be destroyed.
- 13.10 Where an expression of dissatisfaction is found to be unjustified, all documentation referring to such expression/disciplinary action shall be removed from the Employee's personnel file and destroyed immediately.

## **ARTICLE 14 – PROBATIONARY EMPLOYEE**

14.01 The parties agree that with reference to probationary Employees:

- (a) All Employees shall be considered probationary Employees until they have been employed for eighty (80) working days or, in the case of shift workers, one hundred and twenty (120) working days. For the purposes of calculating probation, each seven (7) hours worked shall be considered one (1) day worked. For the purpose of this provision, hours worked shall be paid time, with the exception of any leave granted pursuant to Article 26.
- (b) For part-time Employees, Article 14.01(a) shall apply on a pro-rated basis.
- (c) During the probationary period, the Employer may terminate the employment of such Employee, if the Employee is found unsuitable. It is understood that the termination of a probationary Employee is not grievable unless the Union or the Employee claims a breach of Article 3. Where it is alleged that the Employer has engaged in a violation of Article 3, the party making the allegation at the time of filing the grievance, shall provide particulars.
- (d) It is understood that the probationary Employee has all the rights and benefits of the Agreement except those rights and benefits provided by Article 13 (Disciplinary Measures), Article 15 (Seniority), Article 16 (Layoff, Bumping, Recall) and Article 17 (Vacancies and Transfers), or as otherwise specifically excluded by this Agreement. An Employee who has completed **their** probationary period will retain **their** seniority from the date of hire.
- (e) The Employer shall provide a mid-probation report, in writing, to each probationary Employee, within seven (7) working days of passing the mid-point of the probationary period.
- (f) The Employer shall provide a written evaluation to each probationary Employee, prior to the completion of the Employee's probationary period.
- (g) Probationary periods may only be extended with the written consent of the probationary Employee, the President of the Local or **their** designate, and the Association. It is understood and agreed that any extension to the probationary period will not exceed the original probationary period.
- (h) No Employee on probation shall be expected to perform on-call or stand-by duties until **they have** worked twenty-five (25) days. The Manager will be available for back-up support until the mid-probation report is completed.

- 14.02 A probationary Employee shall receive written notice of five (5) working days prior to the termination date of probation as to whether or not **they have** successfully completed **their** probation.
- 14.03 Employees who have completed said probationary period and have been retained by the Employer at the expiration thereof, shall be considered as regular Employees and shall be credited with seniority from date of hiring.
- 14.04 Trial Period
- (a) For the purpose of calculating trial periods, each seven (7) hours worked shall be considered one (1) day worked.
  - (b) When appointed, hired or transferred to a different position within the bargaining unit, the Employee shall have a trial period equal to 60% of the probationary period of the position **they are** moving into, as outlined in the probationary periods of Article 14.01(a). If an Employee is unable to perform the duties of the position satisfactory to the Association, or if the Employee finds the position unsatisfactory, the Employee shall be returned to **their** former position without loss of seniority or benefits. Any other Employee who had been transferred or appointed due to the initial transfer or appointment shall be returned to **their** former position.
  - (c) The Employer shall provide a mid-trial period report, in writing, to each Employee, within five (5) working days of passing the mid-point of the trial period. This report will relate directly to the areas that pertain specifically to the new job requirements.

## **ARTICLE 15 – SENIORITY**

- 15.01 Seniority shall be defined as the length of paid employment and shall, subject to the other provisions of this Agreement, be on a bargaining unit wide basis, and shall apply in determining preference for appointments, transfers, demotions, and layoffs.
- 15.02 In October and April of each year, seniority lists shall be posted in each centre as listed in Article 6.01, and a copy shall be given to the Local. Within sixty (60) calendar days of the posting of the seniority list, if an Employee objects to **their** position on the seniority list, and after failing to resolve the dispute with the Chief Executive Officer or **their** designate, **they** may file a grievance under Article 11. An Employee returning from a leave pursuant to Articles 24, 25, and 26 has sixty (60) calendar days from **their** return date to confirm seniority pursuant to the list. At the end of the sixty (60) day periods, the seniority list shall be deemed to be correct.
- 15.03 Seniority shall cease, and employment shall be terminated when an Employee:
- (a) voluntarily quits **their** employment with the Employer;
  - (b) is terminated and is not reinstated through the grievance procedure or arbitration;
  - (c) has been on layoff for a continuous period of twenty-four (24) months;
  - (d) is terminated under Article 13.
- 15.04 Seniority shall accumulate only in the following circumstances, when the Employee is:
- (a) absent from work due to layoff, in which case seniority shall continue to accumulate for a period equal to twenty-four (24) months;
  - (b) absent from work due to sickness or accident, in which case seniority shall continue to accumulate for a period equal to one (1) year;
  - (c) off the payroll due to personal leave of absence (including prepaid leave plans); then seniority shall continue to accumulate for up to one (1) year of such leave;
  - (d) off the payroll due to sabbatical leave of absence; then seniority shall continue to accumulate for up to four months;
  - (e) absent on vacation or on paid holidays;
  - (f) on pregnancy/parental leaves;
  - (g) actually at work for the Employer.

- 15.05 In the event that more than one Employee has the same date of hire, they shall have their seniority expressed on the basis of number of hours worked; failing this they shall be selected by lottery in the presence of the Employees affected.
- (a) Should an Employee who has been a contract Employee, (whether in the bargaining unit or not), become a permanent Employee, **their** seniority shall date from the commencement of **their** continuous employment with the Employer. It is agreed that breaks of less than two (2) calendar months between each contract would not be considered a break in continuous employment for the purposes of this Article.
  - (b) Should a relief or sessional Employee become a permanent Employee, their seniority date will include the pro-rated hours of work performed in the one (1) year period immediately preceding the date of hire into the permanent position. For the purposes of calculating seniority, each seven (7) hours of work will equal one (1) day worked.
  - (c) Where a staff has worked contract and one of either relief or sessional in the one (1) year period immediately preceding the date of hire into the permanent position, **their** seniority date will include the greater of either (1) pro-rated hours of work performed as relief and/or sessional in the one-year period immediately preceding the date of hire into the permanent position or (2) the date of **their** continuous contract employment with the Employer.
- 15.06 In accordance with Article 17.06, an Employee who is temporarily appointed or selected to fill a management position shall not accrue seniority during the appointment period.

## **ARTICLE 16 – LAYOFF, BUMPING, RECALL**

### Layoff

- 16.01 A layoff shall be defined as a reduction in the work force or a reduction by the Employer in the regular hours of work as defined in this Agreement.
- 16.02 A departmental restructuring such that one or more jobs require reclassification or a job reclassification that changes the minimum requirements necessary to perform the job as defined in the job description shall also be defined as a layoff.
- 16.03 The Association will meet with the Local through the Labour Management Committee at least five (5) working days prior to a written notification of a layoff to the Employee(s) affected to review the following:
- (i) the reason causing the layoff;
  - (ii) the service the Association will undertake after the layoff;
  - (iii) the method of implementation including the areas of cut-back and Employees to be laid off;
  - (iv) ways the Association can assist Employees to find alternate employment.

This amendment applies to notice of layoff given on or after date of ratification by both parties. Where notice of layoff is given prior to date of ratification by both parties, the previous notice requirements apply.

- 16.04 Any Agreement between the Association and the Local resulting from the review described in Article 16.03 concerning the method of implementation will take precedence over the terms of layoff in this Agreement.
- 16.05 (a) The Employer shall notify the Local and affected Employees in writing of the layoff at the earliest possible date, but no later than fifty (50) working days prior to the effective date of layoff. An affected Employee not having the opportunity to work the number of days as set out in this Article shall be paid for the number of days for which work was not made available. The fifty (50) working day period does not apply in the case of a bumped Employee.
- (b) Employees who are to be laid off will receive written notification in person by the Chief Executive Officer or **their** designate at the earliest possible date (with the Manager, or **their** designate present).

- 16.06 If an Employee is on sick leave, Long-Term Disability leave, leave of absence, pregnancy/parental leave, or vacation at the time **they are** laid off or bumped, **they** shall be notified by registered letter. The time limits specified in Article 16.12(1) will apply from the time **they** report back to work or one (1) month after the official date of notification, whichever occurs first.
- 16.07 An Employee who has received official notification of layoff may request time off work, up to a maximum of three (3) days, to submit job applications and/or attend job interviews. Such time will be considered work time and will not be unreasonably withheld.
- 16.08 The Employer shall assist the Employees affected by a layoff to find alternative employment. If there is a vacancy within the Association and an Employee has the minimum requirements listed in the job description, **they** will be offered an interview.
- 16.09 An altered position will be considered a new position and must be posted when changes made to the position include any one of the following:
- (1) A permanent increase/decrease of more than seven (7) hours per week;
  - (2) A change of responsibilities constituting more than one (1) level change;
  - (3) A change of responsibilities constituting more than 50% of an Employee's job;
  - (4) A contract position becomes a permanent position; or
  - (5) A change in qualifications that result in the Employee being unable to perform the job subject to Article 19.06.

For greater clarity, where any of the above changes apply, the incumbent must be laid off and the position is considered a new position. Where the position is altered to a lesser degree than any of the changes enumerated above, the incumbent has the right to remain in the position or to choose layoff.

- 16.10 Every Employee who receives layoff notification and does not bump into another position will be reimbursed upon proof of an expenditure of up to \$500 for career counseling, relocation service, or other assistance in finding another position outside the Association.
- 16.11 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

## Bumping

16.12 The bumping procedure shall be as follows:

- (1) Within fifteen (15) working days of receiving layoff notification, the affected Employee who chooses to bump, shall advise the President of the Local and the Director of Human Resources, in writing, of **their** intention to bump another Employee(s), including a list of up to three (3) positions and their locations into which **they** wish to bump, ranked in order of preference, a cover letter, and an updated copy of **their** resume. Positions must be considered in the order of the Employee's preference. The Employee's choices shall be kept confidential by the President of the Local, or **their** designate, and the Director of Human Resources, or **their** designate, until it is the position being considered.
- (2)
  - (a) Within three (3) working days of receipt of the Employee's intention to bump, the Employer shall notify the bumping Employee if **they** do not meet the qualifications as set out in the job description.
  - (b) Within seven (7) working days of receipt of the Employee's intention to bump and if **they** meet the minimum qualifications (including core competencies) as set out in the job description, the Employee shall be eligible to bump into that position. Notwithstanding the above, where the Employer has concerns regarding whether the Employee meets the minimum qualifications (including core competencies), the Employer shall interview the bumping Employee to ascertain whether that person is qualified to perform the work of the proposed bumped Employee. In the event that the Employer requires an interview, it shall notify the Local.
- (3) The Employer shall inform the bumping Employee and the Local of **their** decision in writing no later than three (3) working days after the last interview.
- (4) The Employee shall inform the Employer of **their** intention to accept the position no later than two (2) working days after receiving the Employer's decision. The Employee's decision shall be confirmed in writing.
- (5) On receiving notice of the Employee's intention to accept the position, the Employer shall immediately give formal layoff notice to the bumped Employee and inform the President of the Local. The fifty (50) day layoff notification provided for in Article 16.05(a) does not apply in the case of a bumped Employee.
- (6) The timelines in Article 16.12 (1) progressively decrease according to the number of Employees affected. Notwithstanding the above, no bumped Employee will have less than five (5) working days to exercise their bumping rights.



- 16.13 (a) An Employee who bumps into a position at a lower level shall receive the amount of salary for the higher position for a period of 6 (six) months, after which **they** shall receive the salary for the lower level position at **their** present step.
- (b) An Employee who bumps into a position at a higher level shall move to a step in that level which gives **them** a salary increase of no less than 3%.

Recall

- 16.14 An Employee retains the rights of layoff and recall for a period of twenty-four (24) months from effective day of layoff.
- 16.15 No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, have been found unable to perform the work available or have exhausted their recall rights.
- 16.16 An Employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, based on **their** qualifications, performance, related experience, and ability to perform the work competently. The posting procedure in the Collective Agreement shall not apply until those on recall have been notified. An Employee who is recalled shall be credited with **their** full seniority rights.
- 16.17 The laid-off Employee shall have the right to give two (2) weeks' notice to a new Employer should **they** agree to return to employment with the YWCA Toronto.
- 16.18 An Employee who accepts a contract, sessional or relief position with the Association while on layoff shall retain **their** layoff rights, as defined by the Collective Agreement.
- 16.19 If an Employee is laid off from a position and that same position is reinstated without a change to the job description within twenty-four (24) months, the original incumbent shall receive an offer of recall concurrent with posting the position. Such offer must be accepted within the internal posting period.
- 16.20 If an Employee chooses to waive **their** rights as per Article 16.14, **they** may be entitled to severance pay in accordance with the Employment Standards Act, 2000, as may be amended from time to time.

## **ARTICLE 17 – VACANCIES AND TRANSFERS**

- 17.01 (a) The Employer agrees that when new bargaining unit jobs are created, or a job vacancy occurs, notice of the new job or vacancy shall be posted for ten (10) calendar days in all centres. Jobs may be advertised outside concurrently.
- (b) All internal applicants who have not been given an interview shall be given reasons in writing within seven (7) working days of the internal deadline date. **No external candidate will be interviewed for the position until all internal applicants have been notified with their reasons in writing.** The Employer will provide copies of the correspondence required by this Article 17.01(b) to the Union.
- (c) **Unsuccessful internal candidates may request and shall receive a post-interview meeting, with a member of the hiring committee to discuss their interview and receive feedback on necessary improvements and training/qualifications for the position.**
- (d) The Employer reserves the right to restructure the organization and to leave vacant or eliminate a bargaining unit position when the position is vacant.
- (e) Elimination of a vacant position shall be accompanied by notice to the Local.
- (f) A decision by the Employer to leave vacant or eliminate a bargaining unit position is not grievable.
- 17.02 (a) For clarity, the priority sequence for filling a position in the bargaining unit shall be laid off Employees who have bumping rights, followed by recall, followed by internal secondment, the internal application process and followed by the external application process.
- (b) (i) Selection of an Employee to fill a new job or vacancy shall be based on the Employee's meeting the minimum requirements as listed in the job description, **their** performance, related experience, and assessment at the interview that **they are** reasonably capable of competently performing the requirements of the position. At the discretion of the Employer, experience may be recognized as equivalency for educational requirements.
- (ii) When two (2) or more internal candidates are relatively equal in the qualifications listed in section 17.02 (b)(i), the Employee with the greater seniority shall be selected.
- (c) An Employee who has not applied for a position prior to any internal closing date established for the selection process, and in such circumstances shall be considered along with any other external candidates but shall not be entitled to the preferential consideration accorded to an internal candidate under this Article.

- (d) An Employee who wishes to upgrade **their** skills in order to obtain a different position within the Association should advise **their Manager** of this in writing. The Employer will then advise **them** on ways which this may be accomplished.
- 17.03 Where a change in location of office of an Employee is contemplated, the **Manager** shall consult with the Employee concerned and subsequently make reasonable efforts to effect a solution of mutual convenience. Where this is not possible, the Employer has the right to implement the change as a condition of continued employment.
- 17.04 Except as provided under Article 17.06, any Employee who transfers to another position or fills a vacancy in another department shall carry **their** full seniority rights with **them**. **Their** anniversary date, for purposes of step increases and benefits shall remain the same as **their** original date of hiring.
- 17.05 The Employer shall make reasonable efforts to fill the vacancy or new position with sufficient time for the new Employee and the Employee (if applicable) vacating the position, to work together for not less than one (1) week. To enable this to happen, Employees who are resigning are encouraged to give at least one (1) months' notice. If, in spite of such efforts, the position remains vacant, with no overlap for a period of fifteen (15) working days, then the Employer shall meet at the request of representatives of the Local to discuss both the progress in hiring for the position and temporary arrangements for coverage of the position.
- 17.06 Notwithstanding any other provisions in this Collective Agreement, an Employee who is temporarily appointed to fill a management position shall cease to have rights under the Collective Agreement except as otherwise provided in this Article. Such Employee shall not accrue seniority rights during the appointment and upon return to the bargaining unit will have **their** seniority adjusted accordingly. Such Employee shall not pay Union dues during this appointment. An appointment shall not exceed six (6) months unless mutually agreed to in writing by both parties and under no circumstances will such appointment exceed twelve (12) months except in the case of contracts replacing parental leaves, which can be extended up to eighteen (18) months. No appointment under this Article shall be to a position that includes the ability to terminate members of the bargaining unit. At the completion of the appointment the Employee shall be returned to **their** previous bargaining unit position or, in the case of layoff, Article 16 applies, and **they** shall resume **their** rights under the Collective Agreement.
- 17.07 Supervisors/**Managers** shall be responsible for on-the-job orientation of new Employees. In the event that an Employee cannot be hired in sufficient time to work with the Employee vacating the position, the **Manager** may request a member of the bargaining unit to assist in the on-the-job orientation of the new Employee provided the assistance given does not result in an undue workload.
- 17.08 No Employee shall be transferred to another position without **their** consent.

- 17.09 The Employer shall, at the time of hiring, provide all new Employees with a letter stating:
- (1) Starting salary
  - (2) Classification according to Appendix "A" of this Agreement
  - (3) Job description
  - (4) The number of hours per week that the Employee shall normally be required to work
  - (5) Their projected end of probation date**
  - (6) The names of their immediate Supervisor, Manager, and their Director.**

A copy of the letter provided to each new Employee at the time of hiring shall be provided to the Local.

At the time of hiring, all new Employees will also receive a copy of the Collective Agreement and shall have the right to meet with a Union Steward, with the Supervisor/**Manager's** knowledge and at mutual convenience, for one hour during working time, within one month from the date of hiring.

- 17.10 An Employee shall have the right to grieve the assignment of an unreasonable workload.

**ARTICLE 18 – HOURS OF WORK, OVERTIME, SHIFT SCHEDULES, MEAL BREAKS, STAND-BY, ON-CALL, CALL-IN AND INCLEMENT WEATHER**

18.01 Hours of Work

- (a) The following is intended to define the normal hours of work for Employees but shall not be interpreted as a guarantee of hours of work per day or of work per week nor as a guarantee of work or work schedules.

The regularly scheduled hours for full-time Employees vary due to the flexible and diverse nature of services provided by the Employer.

In general, the hours of work for Employees can be separated into two categories: regularly scheduled Employees and shift workers.

i) Regularly Scheduled Employees:

The regularly scheduled hours for full-time Employees will be seventy (70) hours over a two (2) week period (meal times excluded). The regularly scheduled hours for part-time Employees will be set out in their job description.

All regularly scheduled Employees shall have four (4) days off within this period. It is understood that for most Employees these days off will be Saturday and Sunday. A week is defined as beginning Sunday and ending Saturday.

While it is understood that many Employees normally work Monday to Friday, 9:00 a.m. to 5:00 p.m., both parties also recognize that, due to the flexible nature of the services provided by the Employer, actual start and end times for Employees' work days vary depending on the need of the program/department.

An Employee's specific hours will be determined by the **Manager** in consultation and mutual agreement with the Employee. Failing mutual agreement, the appropriate Department Director shall meet with both parties involved in the dispute and, after hearing the arguments, make a final decision.

Where there is a change in an Employee's specific hours (start and end time) of greater than one hour, the Employee will be given at least four weeks' notice before the start of the new schedule.

ii) Shift Workers

Shift workers are those workers at the YWCA Women's Shelter, YWCA Arise, 1<sup>st</sup> Stop Woodlawn, **YWCA Church St.** and other Employees where applicable (e.g., Life Skills Trainers), who work rotating shift schedules and whose hours of work are averaged according to their shift schedule rotation.

A Shift Worker's or Life Skills Trainer's regular work day may be up to thirteen (13) hours per day.

- (b) In the event that an Employee's regular work hours are changed, the **Manager** shall consult with other Employees (staff team) whose workload and/or working conditions are affected.
- (c) It is understood that where the duties of a job are best accomplished through flexible hours, such an arrangement may be made between the Employee and the Manager in question.
- (d) It is understood that ECE staff at the Early Learning Centres will be credited with lieu time for preparation before shift and /or clean-up after shift, when required by their Manager.**

*For clarity the following provisions in Article 18 apply to all Employees, except where expressly stated otherwise.*

#### 18.02 Overtime

- (a) If an Employee works:

Up to 40 hours a week - Employees can claim equivalent time off only.

41 hours and up - Employees can claim time and one half in equivalent time off or equivalent pay.

For the purpose of calculating an Employee's entitlement to overtime pay or lieu time, it is agreed that during the term of the contract, the regularly scheduled hours for full-time Employees will be seventy (70) hours over a two (2) week period (meal times excluded). The regularly scheduled hours for part-time Employees will be set out in their job description. All Employees shall have four (4) days off within this period. It is understood that for most Employees these days off will be Saturday and Sunday. A week is defined as beginning Sunday and ending Saturday.

The above provisions in this 18.02 (a) do not apply to shift workers who work at the YWCA Women's Shelter, YWCA Arise and 1<sup>st</sup> Stop Woodlawn and the Life Skills Trainers whose hours will be averaged according to their shift schedule rotation.

- (b) In a situation where Management requests an Employee to work in addition to **their** regular work day, straight time will be earned for the first two (2) overtime hours; time and one half (1.5) will be earned for any time over the first two overtime hours. No Employee shall be penalized for refusing to work overtime.

- (c) An Employee's hours of work per day may vary, but there can be no accumulation of unauthorized overtime at the end of each month. An Employee may not accumulate overtime unless it is authorized in advance by the Employee's Manager or **their** designate, or in the case of an emergency. On the Employee's next working day after the emergency, **they** shall provide a written explanation to **their** Manager or **their** designate for any unauthorized overtime earned.
- (d) The maximum number of hours of overtime to be accumulated as time in lieu of pay is thirty-five (35) hours. At no point should overtime exceed 35 hours in total, save and except special circumstances with authorization from the Manager or **their** designate. Overtime in excess of the 35 hours must be paid and is no longer credited to an Employee.
- (e) All lieu time off is to be taken at the discretion of the Employee with the approval of the Manager or **their** designate.
- (f) Lieu time off in compensation for authorized overtime must be taken within three (3) months of the end of the week in which the overtime was performed. Further extensions of time, to a maximum of twelve (12) months from the end of the week in which the overtime was performed, may be agreed to in writing between the Employee and **their Manager**. Such agreement shall not be unreasonably withheld by either party.
- (g) When an Employee intends to leave the employ of the Employer, **they are** encouraged to take any accumulated compensatory time as part of the notice period. On the date of severance, **they** shall receive cash payment for any unused overtime.
- (h) There shall be no doubling or pyramiding of premium compensation.

#### 18.03 Shift Schedules for Shift Workers

The following provisions shall apply to shift workers at the YWCA Women's Shelter, YWCA Arise, 1<sup>st</sup> Stop Woodlawn and other Employees where applicable.

- (a) Shift schedules shall be determined by the Manager in consultation and mutual agreement with the Employees affected. Failing mutual agreement, the appropriate Department Director shall meet with all parties involved in the dispute and, after hearing the arguments, make a final decision.
- (b) Shift schedules shall be established in accordance with the following objectives:
  - (i) Six (6) weeks prior to the effective date of revision in shift schedules such revision will be discussed with representatives of the Local and affected Employees.

- (ii) Employees who are not on stand-by shall not be required to work any shift(s) on their scheduled day(s) off and, with the exception of regularly scheduled staff meetings, such day(s) off shall not be split.
  - (iii) Employees shall not be required to work on consecutive paid holidays unless the Employee consents.
  - (iv) Employees shall have every third weekend (12:01 a.m. Saturday to 11:59 p.m. Sunday) as days off, unless the Employee has been specifically hired to work weekends or has agreed to work weekends for a specific period of time.
  - (v) There shall be no split shifts and a minimum of twelve (12) hours between regularly scheduled shifts with the exception of regularly scheduled staff meetings.
  - (vi) Employees who do shift work and are required to attend mandatory training and workshops will be compensated for their full shifts that conflict with this mandatory attendance. These absences from work must be authorized in advance by their Manager or **their** designate.
- (c) In the event Employees of their own accord for their own personal convenience wish to change shifts with appropriately qualified other Employees presently in the employ of the Employer, they shall first submit such requests (twenty-four hours in advance of the proposed change, or prior to Friday in the event of a weekend) to the **Manager** or **their** designate for written approval. Such approval shall not be unreasonably withheld. The Employer shall not be responsible or liable for overtime claims or holiday pay that might arise or accrue as a result of the exchange of shifts.
- (d) All shelter workers shall attend scheduled staff meetings as part of their basic work week. When overnight workers are required to attend staff meetings, the shift before and after will be booked off. This will not result in loss of hours or wages for any overnight worker.
- (e) Any shift worker who is on the Local Council shall be allowed time off shift to attend meetings. The Local shall pay for the coverage arranged by the Manager for the shift workers to attend the meetings, or overtime may be used for attendance at Local Council meetings if cleared with the **Manager** in advance, provided the hours do not exceed 5 hours per month. Such requests for time off shall not be unreasonably withheld.



#### 18.04 Meal Breaks

- (a) A one (1) hour meal break (unpaid) and two (2) fifteen (15) minutes paid breaks shall be allowed to all Regularly Scheduled Employees during the course of each full working day, except for the Employees that work at Elm Concierge desks on weekends, evenings and statutory holidays.
- (b) Shift workers at the YWCA Women’s Shelter, YWCA Arise, 1<sup>st</sup> Stop Woodlawn and those workers employed at the Elm Concierge desk on weekends, evenings and statutory holidays shall be allowed a one-half (.5) hour meal break (paid) after each five (5) consecutive hours worked. It is agreed that, where the requirements of the service so dictate, such shift workers will take their meal break in two (2) periods which total one-half (.5) hour. In addition, where the requirements of the service permits and coverage is available, shift workers may be provided the opportunity to take an additional fifteen (15) minute rest break. Such opportunity shall not be unreasonably denied. It is also agreed that such shift workers shall remain on the premises during their paid meal and rest breaks.

#### 18.05 Stand-by

- (a) Stand-by means the Employee may be called in for occasional emergencies, if available, or regularly receives calls at home outside of normal working hours but is not required to come into work.
- (b) Emergency, stand-by and overtime, where necessary, shall be divided as equally as is practical among the Employees normally performing the work in question at the discretion of the **Manager** or **their** designate after consultation with the Employee(s).
- (c) The Association agrees to make available to Housing and Shelter Employees stand-by personnel who will be accessible by cell phone.
- (d) An Employee who is on stand-by and receives and/or makes work-related calls will be credited with lieu time for a minimum of fifteen (15) minutes per incident.
- (e) It is understood that the Employer shall arrange to have a Management person with decision-making powers as back-up on-call by cell phone at all times. In situations where the Supervisor or on-call Management staff cannot be reached, it is understood that the Employees will have to make emergency decisions on their own. There shall be no recourse by the Employer for any decision made in accordance with the Procedures Manual and provided these decisions were reasonable and prudent.
- (f) Actual time worked during the time an Employee is on stand-by, including travel time, is considered work time if it is not covered by Article 18.02(b).

- (g) No Employee on probation shall be expected to perform stand-by duties until they have worked twenty-five (25) days. The Manager will be available for back-up support until the mid-probation report is completed.

#### 18.06 On-Call

- (a) On-call means carrying a cell phone and responding to calls and/or coming into work while on-call as necessary. On-call is not intended to cover planned Employee absences. An Employee on-call cannot leave the area during the period of on-call.
- (b) An Employee who is on-call and receives and/or makes work-related calls will be credited with lieu time for a minimum of fifteen (15) minutes per incident.
- (c) It is understood that the Employer shall arrange to have a Management person with decision-making powers as back-up on-call by cell phone at all times. In situations where the Supervisor or on-call Management staff cannot be reached, it is understood that the Employees will have to make emergency decisions on their own. There shall be no recourse by the Employer for any decision made in accordance with the Procedures Manual and provided these decisions were reasonable and prudent.
- (d) Actual time worked during the time an Employee is on-call, including travel time, is considered work time if it is not covered by Article 18.02 (b).
- (e) No Employee on probation shall be expected to perform on-call duties until they have worked twenty-five (25) days. The Manager will be available for back-up support until the mid-probation report is completed.

#### 18.07 Call-in

Any Employee who is called into work while on-call (or stand-by) or called in by **their Manager or** designate, outside of **their** scheduled workday, shall be guaranteed a minimum of three (3) hours overtime at the rate of time-and-one-half (1.5). Travel time to work is to be included.

#### 18.08 Inclement Weather

**In the event that the Employer closes a program due to inclement weather, and the Employer has not made alternate work arrangements for the Employee to work off site or remotely, an Employee who is scheduled to work in that program during the program closure, will be paid for their hours missed and will not be required to use personal credits for this time. If alternate work arrangements have been made and the Employee refuses them, they will be required to use personal credits or be unpaid for this time.**

## **ARTICLE 19 – EMPLOYEE DEVELOPMENT**

19.01 Every Employee is entitled to access to training opportunities which are designed to enhance **their** job performance, and which meet both the needs of the Employees and the requirements of the Employer. Every Employee has access to monies granted dependent on the resources available in the program/department budget, and on how the training opportunity is related to work responsibilities, as agreed upon by the Employee and **their Manager**.

19.02 Priorities for Employee development will be for those Employees who:

- (1) have jobs which are in the process of being changed and who need additional development in order to perform the new responsibilities; or
- (2) have previously had no educational opportunity as part of their employment; or
- (3) have requested an educational opportunity.

Where an educational opportunity is appropriate for two (2) Employees or more, priority will be given to the Employee who has:

- (a) fewer previous educational opportunities as part of **their** employment; or
- (b) greater seniority.

19.03 In addition, the Association will also promote, and dependent on resources, provide for educational opportunities for growth and development that enable Employees to be promoted within the Association. Reasonable requests for time off or flexible scheduling will not be unreasonably withheld.

19.04 The Employer will advise the Employees of training/educational opportunities for Employee development on an ongoing basis and every reasonable effort will be made to provide Employees with pertinent information, e.g., notices of seminars, courses, workshops, etc. Requests for time off or flexible scheduling will not be unreasonably withheld.

19.05 The Employer shall continue to provide a program of Employee Development by in-service training through:

- Supervision and Team Meetings
- Total Staff Meetings
- Department Staff Meetings
- Orientation for New Staff
- Workshops

The Employer reserves the right to make some in-service training compulsory. Failure to attend without valid reason on the part of the Employee may result in disciplinary measures.

- 19.06 In the event of technological change, **or the introduction of new policies, guidelines, and tools**, the Employee affected shall receive training according to standards generally accepted in the field **within ninety (90) days of implementation of said technological changes, new policies, guidelines, and tools, wherever possible.** An Employee cannot unreasonably refuse to attend any required training; however, the training shall be arranged in consultation with, and with consideration for, the needs of the Employee(s) involved and the Employer.
- 19.07 No entry of a detrimental nature with respect to performance on new technology will be put in an Employee's evaluation until **they have** completed **their** training in accordance with Article 19.06.
- 19.08 Time spent at training opportunities approved pursuant to Article 19.01 and 19.06 shall be considered work time.

## **ARTICLE 20 – PROVISIONS FOR FAMILIES**

- 20.01 Upon receipt of a child's proof of age (i.e., government issued document), the Employer shall pay to each Employee who has one or more children under the age of twelve (12), eighty-five dollars (\$85) per month per child to help defray the cost of childcare, retroactive to a maximum of three (3) months of benefits. An Employee on a personal leave of absence or on pregnancy/parental leave will not be entitled to receive this benefit.
- 20.02 All Employees, their spouses and dependent children are entitled to a 20% discount on all programs including resident camp.
- 20.03 Nothing in the above provisions shall give the Employer the right to discriminate against job applicants because of the number of dependants they may have.

## **ARTICLE 21 – EMPLOYEE PROTECTION**

- 21.01 (a) The Employer shall take every reasonable precaution to protect an Employee, or Employees, in the case of a work-related threat or intimidation to an Employee’s personal safety.
- (b) Whoever, Employer or Employee, receives the threat or intimidation, shall notify the other party of the incident immediately. The Employer shall be responsible for instituting and maintaining a workable procedure for monitoring such incidents.
- (c) The Employer will ensure that every site has a security protocol.
- 21.02 The Employee may apply to the Employer for financial assistance and/or legal counsel for legal representation. If, in the opinion of the Employer, the matter relates to authorized activities, the Employer will pay the legal expenses and any lost wages of Employees involved, for court attendance and meetings with lawyers and in cases where an Employee has been assaulted, or witnesses an assault in the course of authorized activities, reasonable time off that is required to deal with the Employee’s recovery, at the Employer’s discretion. In granting any application in this regard, the Employer reserves the right to fix the limit of the financial commitment, if any, as the circumstances may require. If an Employee is assaulted in the course of **their** authorized duties **they** may, at **their** discretion, authorize the police to press charges against the assailant.
- 21.03 The Employer will reimburse an Employee for reasonable expenses if **they are** required to travel to or from work between the hours of 10 p.m. and 6 a.m., and there are safety concerns. These expenses will cover taxi expenses from work to the nearest subway station, or from the subway station closest to **their** residence, to home.
- 21.04 The Employer shall indemnify any Employee from any claim arising out of:
- (1) The application of first aid in the course of employment provided that the Employee has exercised reasonable care; and
- (2) The loss or theft of any medication taken in safekeeping from a participant provided that the Employee has exercised reasonable care.

- 21.05 (a) The Employer shall provide training in **Crisis Prevention and Intervention** for direct service Employees who are factored for high-risk contact. Such training shall be mandatory and offered at the earliest opportunity, but no later than three (3) months after the date of hire wherever possible. Any staff may receive training in **Crisis Prevention and Intervention** if **they** and **their Manager** agree that **they** may be in physical danger in the normal course of **their** duties. Such training shall be offered at the earliest opportunity, but not later than three (3) months after the date of hire. Should an Employee decide after this time that **they** need(s) the training, it shall be offered to **them** within three (3) months of **their** request, subject to availability.
- (b) All direct service Employees have the right to receive training in CPR and First Aid. The cost of this training shall be borne by the Association.
- 21.06 The Employer agrees to ensure building security in consultation with the police and fire departments. The Employer shall ensure that annual security and safety inspections are made of all buildings.
- 21.07 Where working conditions may be hazardous to a pregnant Employee, the Employee may exchange positions with another Employee with the agreement of the Employer, provided each Employee is capable of performing the work of the other and is otherwise entitled thereto by virtue of seniority. There shall be no loss of pay to either Employee.
- 21.08 (a) The Union and Employer recognize the right of Employees to work in an environment free from harassment as outlined in Article 3 of this Agreement, the YWCA Toronto Workplace Discrimination and Harassment Policy, the YWCA Toronto Workplace Violence Prevention Policy and the Human Rights Code. Therefore, the Union and the Employer agree to co-operate in resolving any complaints of harassment which may arise in the workplace.
- The Association agrees to provide all new staff with the Workplace Discrimination and Harassment Policy and the Workplace Violence Prevention Policy.
- (b) The Employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

## **ARTICLE 22 – PAID HOLIDAYS**

22.01 (a) The following paid holidays, regardless of when they fall, will be granted with pay to all full-time Employees:

New Year's Day	Canada Day
Family Day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Boxing Day	<b>National Day for Truth and Reconciliation</b>

(b) Part-time Employees shall receive the above holidays on a prorated basis.

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

22.02 If an Employee is required to work on a paid holiday (as per Article 22.01 (a)), **they** shall be paid **their** regular wages for the day and shall be given hours in lieu at the rate of two (2) times **their** hourly rate for the hours worked on the paid holiday.

22.03 When a paid holiday referred to in Article 22.01 falls within an Employee's vacation or on a day which is not the regular work day of a shift worker (full or part-time), **they** shall have the right to take another day off at a time mutually convenient to the Employee and **Manager**.

22.04 Time off with pay shall be granted for four (4) "float days" to full-time and part-time staff. For full-time Employees, a "float day" shall be defined as seven (7) hours. Part-time Employees shall receive these benefits on a pro-rated basis. They must be taken at any time other than vacation of more than two (2) weeks. For the purpose of this clause, these four (4) "float days" shall be granted only to Employees who have completed their probationary period. These may be taken around Christmas or New Year's Day; where coverage needs to be ensured, decisions as to specific days will be made according to seniority. Dates on which these additional days may be taken will be mutually agreed upon between the Employee and the **Manager**. There is no conversion of these four (4) "float days" into salary. These days are to be calculated within a calendar year from January to December and may not be cumulative. Float days are prorated wherever an Employee does not work a full year.



22.05 In addition to the present statutory holidays, any other statutory holidays proclaimed by the Federal or Provincial Governments shall be granted.

**ARTICLE 23 – VACATIONS**

23.01 (a) An Employee shall receive an annual vacation with full pay according to **their** years of employment as follows:

<b>Years of Service</b>	<b>Full Time</b>
0 years – completion of 5 years	20 days (1.67 days/month)
5-year anniversary month – completion of 10 years	21 days (1.75 days/month)
10-year anniversary month – completion of 14 years	22 days (1.84 days/month)
14-year anniversary month – completion of 16 years	23 days (1.92 days/month)
16-year anniversary month – completion of 20 years	25 days (2.09 days/month)
20-year anniversary month – completion of 25 years	27 days (2.25 days/month)
25-year anniversary month +	30 days (2.50 days/month)

Note: For the purposes of this Article, anniversary month means the first day of the month in which the anniversary falls.

(b) Part-time Employees shall receive the full vacation period provided for in this clause, and the amount of vacation pay received for such period shall be prorated.

23.02 Effective January 1, 2019

- (a) For all permanent full-time Employees who have completed their probationary period, their full vacation credits for the year are granted to them each January 1<sup>st</sup> and it is expected that they will be taken in full by the end of the calendar year (i.e. December 31<sup>st</sup>) subject to Article 23.06.
- (b) January 1<sup>st</sup> will be the anniversary date for vacations. Employees who begin employment after January 1<sup>st</sup> in a given vacation year will have their vacation prorated for the period between the date of first day of employment and the following December 31<sup>st</sup>.
- (c) For Employees who are terminated or who resign, their vacation entitlement shall be limited to a pro-rated calculation between January 1<sup>st</sup> and their termination/resignation date. Any deficit vacation credits will be deducted from the Employee's final earnings. Should the deficit be greater than the final pay, the Employee will be required to repay any outstanding balance to the Employer in a timely fashion.

23.03 Vacations may be taken at any time of the year suitable to both the Employer's services and to the Employee. When it is necessary to choose vacation periods to ensure coverage and the provision of service, choice shall be made in order of seniority, on a department-wide basis.

- 23.04 (a) Vacation entitlement in any one year will not be affected by sick leave. Annual vacation entitlements will be prorated if the Employee takes an unpaid leave of absence (except for pregnancy/parental leaves.)
- (b) Any deficit vacation credits prior to an Employee's leave of absence will be deducted from the Employee's final earnings. Should the deficit be greater than the final pay, the Employee will be required to repay any outstanding balance to the Employer in a timely fashion.

23.05 On termination of employment, an Employee shall be paid for all vacation days earned and not used by **their** final day at work.

23.06 On September 15<sup>th</sup> of each year, the Employer shall provide each Employee with a written statement of **their** accumulated vacation credits as of August 31<sup>st</sup> of the same year. This written notice shall also state that these credits must be used by December 31<sup>st</sup> of the same year. No vacation credits shall be carried forward to a subsequent year unless a "Special Request Staff Vacation Carry-Over" form is submitted and approved by the Manager, Director and the Director of Human Resources, or their designates. This form is due by November 1<sup>st</sup> of the current year. The maximum amount of vacation credits an Employee can request to carry forward through a "Special Request Staff Vacation Carry-Over" form is three days to be used no later than January 15<sup>th</sup> in the following year.

## **ARTICLE 24 – SICK LEAVE**

- 24.01 (a) On commencement of employment each Employee shall begin to accumulate sick leave credits at the rate of 1.5 working days per month up to a maximum accumulation of 135 days.
- (b) A medical certificate may be required after absence due to illness of five (5) consecutive work days, or where there is reason to question the absence and such reason is communicated to the Employee and the Local in writing. If the Employee incurs any expense in obtaining such a certificate, the Employer will reimburse the Employee.
- 24.02 Part-time Employees will be credited with the sick leave credits specified in 24.01 on a prorated basis.
- 24.03 (a) An Employee may choose to use **their** own sick leave time in order to care for a sick child for whom **they are** normally responsible, or a spouse, with the knowledge that this will be charged against accumulated sick time.
- (b) Time off for medical, dental, and extended health care appointments taken during working hours may be charged against accumulated sick time.
- (c) An Employee may choose to use **their** sick leave time, up to a maximum of five (5) working days per calendar year, in order to care for the Employee's parent or spouse's parent who is dependent upon the Employee for care.
- 24.04 Special requests for extension of sick leave may be referred to the Chief Executive Officer or **their** designate, for consideration.
- 24.05 On January 15<sup>th</sup> of each year, the Employer shall provide each Employee with a written statement of **their** accumulated sick leave credits.
- 24.06 The Employer may require that an Employee visit a medical doctor where intermittent absences result in an accumulation of more than ten (10) working days in any two (2) month period.
- 24.07 In the event that an Employee is ill for three (3) consecutive days or more during **their** vacation, **they** may apply to the Director or **their** designate and, on presentation of a medical certificate, shall have that time charged against **their** accumulated sick leave and shall be credited with compensatory vacation time.
- 24.08 An Employee shall be allowed to use up to six (6) days of sick leave time per calendar year as health promotion days. All health promotion days must be approved in advance by the Employee's **Manager**. Such permission shall not be unreasonably withheld.

## **ARTICLE 25 – PREGNANCY / PARENTAL LEAVE**

25.01 Pregnancy and Parental Leaves will be granted in accordance with the Employment Standards Act, 2000 of Ontario unless otherwise amended.

- (a) 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, 2000, 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 **they are** pregnant and giving the estimated day upon which delivery will occur.

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

The Employee shall give at least two (2) weeks notice of **their** intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of **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.

An additional leave of absence may be taken under Article 25.03(a) Parental Leave.

- (b) During the period of leave, the Employee may continue benefit coverage and, in such case, the Employee and the Employer shall continue to pay their respective share of the cost.
- (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 when **they** request the leave of absence. If a full-time Employee returns to work by the expiry of the normal Pregnancy or Parental Leave, 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) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.

- (e) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act, 2000 shall continue and seniority shall accumulate during the leave. For greater clarity, vacation credits earned are for paid vacations.
- (f) 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 two (2) weeks notice, in writing, that **they** intend to take Parental Leave.

#### 25.02 Supplementary Employment Benefit (SEB) - Pregnancy Leave

Employees eligible to receive Employment Insurance benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a Pregnancy Leave allowance in accordance with the Supplementary Employment Benefit Plan. Under the Employment Insurance Act an Employee is eligible to receive benefits for a period of up to fifteen (15) weeks. The Employer shall pay 20% of **their** regular weekly earnings for the period of time the Employee has qualified for benefits.

#### 25.03 Parental Leave

- (a) An Employee who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date of birth of child or the date the child first came into care or custody of the Employee, shall be entitled to Parental Leave.
- (b) A “parent” includes the **legal parent** 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.
- (c) Parental Leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) 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.

**Employees who have taken Pregnancy Leave** who take Parental Leave shall be granted for up to sixty-one (61) weeks in duration. If the Employee did not take Pregnancy Leave, Parental Leave shall be granted for up to sixty-three (63) weeks in duration. In all cases, Parental Leave must be completed within seventy-eight (78) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.

## 25.04 Supplementary Employment Benefit (SEB) - Parental Leave

Employees eligible to receive Employment Insurance benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a Parental Leave allowance in accordance with the Supplementary Employment Benefit Plan. Under the Employment Insurance Act, an Employee is eligible to receive Standard Parental Benefits or Extended Parental Benefits.

### (a) Standard Parental Benefits

Employees are eligible to receive Employment Insurance benefits for a period of up to thirty-five (35) weeks. The Employer shall pay 20% of **their** regular weekly earnings for the period of time the Employee has qualified for benefits.

### (b) Extended Parental Benefits

Employees are eligible to receive Employment Insurance benefits for a period of up to sixty-one (61) weeks. The Employer shall pay **11.48%** of **their** regular weekly earnings for the period of time the Employee has qualified for benefits (for Employees taking the full sixty-one weeks).

An Employee who chooses to take an extended parental leave less than 61 weeks will be entitled to a prorated payment from the Employer that equals the 20% top-up they would receive had they taken the standard parental leave benefits.

Any SEB payment for extended parental leave shall not exceed the total amount eligible under Standard Parental Leave.

## **ARTICLE 26 – SPECIAL LEAVES**

### 26.01 Jury Duty

Leave with pay will be allowed to Employees called for Jury Duty. Any payments received from the Court must be reimbursed to the Employer.

### 26.02 Sabbatical Leave

Requests for sabbatical leave without pay must be submitted to the Manager, in writing, as early as possible and at least eight (8) weeks in advance of the proposed leave taking. Permission for such leaves shall not be unreasonably withheld.

- (a) The Employer agrees that Employees shall be entitled to up to **eighteen (18) months** unpaid leave of absence. Such leave shall be granted pursuant to the following schedule:

After three (3) years of seniority, an Employee is entitled to an unpaid leave of absence, up to **eighteen (18) months**. On return from **their** first leave of absence, **they are** required to accumulate another three (3) years of seniority before **they** can request a second unpaid leave of absence, up to **eighteen (18) months**. On return from **their** second leave of absence, **they are** required to accumulate another two (2) years of seniority before **they** can request a third unpaid leave of absence, up to **eighteen (18) months**. Thereafter, such leave shall be granted once for every two (2) years of seniority.

Such leave shall be approved by the Chief Executive Officer and such approval shall not be unreasonably withheld. For the purpose of this Article, the calculation of seniority will not include the time the Employee is on the unpaid leave of absence.

- (b) Years of service for the purpose of vacation pay and seniority shall accumulate for four (4) months.
- (c) The Employee shall be entitled to return to **their** former position or, in the case of layoff, to another position according to Article 16.

### 26.03 Pre-Paid Leave Plan

The Employer agrees to make a "Pre-Paid Leave Plan" available to all Employees wishing to work for the Association for four (4) years earning 4/5 salary and full benefits over the four (4) years and then to have a full year leave with 4/5 salary. An Employee must have passed their probation to be eligible to apply for a pre-paid leave.



## 26.04 Compassionate Leave

- (a) Leave with pay will be granted for serious illness or bereavement of the Employee's spouse, parent **or other caregiver**, child, **sibling**, grandparents, partner or partner's child or parents as outlined below. Notification outlining reason must be provided to the Manager prior to a leave being granted.
  - (i) Bereavement: up to five (5) working days (the timing of such days to be requested by the Employee).
  - (ii) Serious Illness: up to five (5) working days per calendar year (**does not apply to personal illness**).
- (b) Under special circumstances, such as long distance, an extension of these times shall be granted without pay in consultation with the **Manager**. Such time extensions shall not be unreasonably withheld.
- (c) Part-time Employees will be granted the number of days leave provided for in this Article but will receive pay on a prorated basis for leave taken.
- (d) Other compassionate leaves with pay, up to the time limit specified in Article 26.04 (a) above, may be given at the discretion of the Employer.

## 26.05 (1) Other Leaves

Employees shall be allowed leave of absence with pay and without loss of seniority and benefits for the following reasons:

- (a) Up to a maximum of three (3) full days in any calendar year for legal consultation or court appearance in the case of divorce or legal separation where the Employee is one of the principals.
- (b) Time off to write examinations for studies that are job related.
- (c) Two (2) days off for **their** marriage. The time off must be taken within a one-week period continuous to the ceremony.
- (d) Up to three (3) days off for serious fire or flood in Employee's household.
- (e) One (1) day off per contract year for moving Employee's household.
- (f) One (1) day off per incident for serious household or domestic emergency (including vehicle accident) up to a maximum of three (3) days per year.
- (g) One (1) day off for formal hearing to become a Canadian Citizen.

- (h) Part-time Employees will be granted the number of days leave provided for in this Article but will receive pay on a pro-rated basis for leave taken.
- (2) Other leaves may be given with or without pay at the discretion of the Employer.
- (3) When an Employee is elected or appointed to a full-time position or office within a municipal, provincial or federal labour organization with which the Union is affiliated, the Local shall submit a written request for leave of absence on behalf of the Employee concerned to the Director of Human Resources. The Local shall provide the Association with four (4) weeks written prior notice. Permission for such leaves will not be unreasonably withheld. Such leave shall involve no cost to the Association and provided further that upon expiration of **their** term of office, the Employee shall be returned to **their** former position, if such position exists, or if such position does not exist, to a comparable position.
- (4) An Employee who has been employed for at least 13 consecutive weeks is eligible for a leave of absence for up to 10 days of leave as well as 15 weeks of leave if the Employee or a child of the Employee experiences domestic or sexual violence, or the threat of domestic or sexual violence, and the leave of absence is taken for the purposes set out in the Employment Standards Act.

The first five days of this leave shall be paid leave.

#### 26.06 Personal Leaves

Other personal leave of absence without pay **that are emergency/urgent and short-term in nature** may be granted at the discretion of the Employer. Requests must be submitted in writing to the Manager, as early as possible, and at least one (1) week in advance of the proposed leave taking. Permission for such leaves shall not be unreasonably withheld.

## **ARTICLE 27 – REIMBURSEMENT**

- 27.01 In so far as they are available, Employer-owned cars will be used by Employees for Employer business.
- 27.02 Public transportation shall be used whenever it is reasonable to do so, such costs to be reimbursed. When it is not reasonable, and an Employer-owned car is unavailable, an Employee may use **their** own car for Employer business and in such cases the following will apply:
- (a) Employees shall carry a minimum level of \$2,000,000 Public Liability and Property Damage Insurance;
  - (b) Employees using their own cars on Employer’s business shall be reimbursed at the rate of **fifty-nine (59)** cents per kilometre. This travel allowance will be considered reimbursement for expenses incurred in operating the Employee’s car, including Public Liability and Property Damage Insurance;
  - (c) There will be no reimbursement for payment of fines incurred for traffic offences while driving Employer-owned or Employee-owned cars;
  - (d) Reasonable parking fees and costs of telephone calls will be reimbursed;
  - (e) Where an Employee uses **their** bicycle for transportation to conduct business on behalf of the Association, **they** will be reimbursed the amount equivalent to that of using public transportation.
  - (f) Employees travelling out of town on YWCA Toronto business will use the most economical means, subject to the approval of the Manager.
- 27.03 Reasonable expenses for child care, when outside of normal working hours, and for meals, when incurred in carrying out Employer business, will be reimbursed.
- 27.04 Expenses approved by the Manager will be reimbursed by the Employer. Expenses should be submitted no later than one month after the purchase.
- 27.05 The employer will reimburse Registered Early Childhood Educators up to \$160 annually upon proof of expenditure for renewal of membership with the College of Early Childhood Educators as long as the designation is required for their position.**

## **ARTICLE 28 – EMPLOYEE BENEFITS**

- 28.01 (a) Eligible non-wage benefits accrue to Employees from the initial date of commencing employment. When on paid leave of absence, pregnancy/parental, sick leave, or vacation, the Employee shall remain covered by the health and welfare benefits subject to individual plan regulations, provided for in the following clauses. The Employer will continue to pay the Employer's portion of the billed premiums for the duration of any paid leave, unless the Employee advises the Employer, in writing, to the contrary.
- (b) Sick leave, vacation entitlement and child care allowance begin to accrue from the initial date of commencing employment. The Group Insurance Plan, LTD, Dental Plan and Extended Health Care Plan shall begin on the first of the month following the Employee's completion of three (3) months of continuous employment. The Employer shall begin its contribution to the Group Pension Plan in accordance with the Letter of Understanding regarding the Multi-Sector Pension Plan.

- 28.02 (a) Eligible Employees shall participate in the Group Insurance Plan, LTD, Dental Plan and Extended Health Care Plan.

The Extended Health Care Plan shall include a prescription plan for restricted prescribed drugs. In addition to any eligibility requirements under such plan, eligible Employees will be required, as a qualifying condition, to provide the Insurer on an annual basis with a letter from the Employee's doctor certifying that the Employee suffers from a specified chronic illness that requires taking specified medication on a regular basis which would not necessarily require a prescription by law. The Employer may arrange for equivalent or improved coverage by a different carrier.

The Employer agrees to provide vision benefits of **\$350** every 24 months to cover prescription eyeglasses, contact lenses and/or laser surgery.

The Employer agrees to provide **\$140** every twenty-four (24) months for eye examinations.

**Coverage for diabetic sensors shall be provided for those eligible as set out by requirements of the insurance company.**

- (b) Eligible Employees shall contribute to the Group Pension Plan in accordance with the Letter of Understanding regarding the Multi- Sector Pension Plan.
- (c) The Employer's contribution rate shall be 5.75% of earned income and the Employee shall contribute 3.25% of earned income.

- 28.03 The Employer agrees to pay 100% of the OHIP premiums for all Employees and to make all other payments and deductions as required by law, and to ensure that Employees enter other plans (Group Pension Plan, group life insurance and any other negotiated plans) at such time as the plans allow for eligibility.
- 28.04 (a) The Employer agrees to cover all Employees under the Workplace Safety and Insurance Act. The Employer agrees to redress any difference between the Workplace Safety and Insurance Benefits and the Employee's regular salary. The Employer also agrees to pay the Employee **their** regular salary until such time as the Employee starts to receive payment from the Workplace Safety and Insurance Board or Employment Insurance benefits (whichever comes first), with the understanding that the Employee shall reimburse the Employer with the amount received from the Workplace Safety and Insurance Board in retroactive payment for this processing period. (Accidents must be reported to the Human Resources Department on required forms within twenty-four (24) hours, as stipulated under the Workplace Safety and Insurance Act). The Employee agrees to provide the Employer with evidence that **they have** applied to HRSDC within a week of the date of the accident.
- (b) It is understood that at the same time the Employee applies to receive WSIB benefits, the Employee will apply to receive Employment Insurance benefits.
- 28.05 The Employer agrees to pay the equivalent of 50% of the premiums of the Long-Term Disability plan as a payment to Employees. Employees shall be eligible for benefits described in the policy, subject to the terms of the policy and such other conditions as determined by the carrier.
- 28.06 The Employer agrees to cover all eligible Employees under the Dental Plan, with the Employer paying 100% of the premiums for the Basic Services coverage only.
- 28.07 The Employer agrees to pay 100% of the Extended Health Services Plan.
- 28.08 (a) The Employer agrees to pay the full cost of the Extended Health Care Benefits - single coverage - for all Employees who are taking early retirement from the Employer with an accumulated total of ten (10) years of service and at least fifty-five (55) years of age, from the time of their retirement until they turn sixty-five (65).
- (b) The Employer agrees to negotiate with a carrier to offer coverage of the Extended Health Care Benefits to all retired Employees over the age of sixty-five (65) who have an accumulated total of at least fifteen (15) years of continuous service with the Employer. The Employee has the option, for as long as the Employee lives, of receiving these benefits by paying the premiums for these benefits, subject to continued availability from the insurer.

- 28.09 The Employer will not change insurance carriers without consultation with the Union and shall not reduce the benefits provided by the current carrier.
- 28.10 The Employer agrees to pay 100% of the costs for the Employee and Family Assistance Program.

**ARTICLE 29 – JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE**

- 29.01 The Association and the Local agree that they mutually desire to maintain standards of safety and health in the Association in order to prevent accidents, injury, and illness.
- 29.02 Recognizing its responsibilities under the applicable legislation, the Association agrees to form a Joint Occupational Health and Safety Committee in accordance with the above-mentioned legislation.
- 29.03 Such a committee shall identify potential dangers and hazards; institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 29.04 The Association agrees to co-operate reasonably in providing necessary information to enable the committee to fulfill its functions.
- 29.05 The terms of reference, procedures and methods of operation shall be determined by the joint committee.
- 29.06 Time off to attend meetings of the Joint Occupational Health and Safety Committee, shall be granted, in accordance with the foregoing, and time used by any representatives attending such meetings shall be considered as work time.
- 29.07 The Local agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 30 – JOB SHARING**

30.01 Any job sharing agreement will encompass all of the following principles:

- (a) Job sharing is defined as an arrangement whereby two Employees share the hours of work of one full-time position. Subject to the provisions of Article 18, the position involved in the job sharing arrangement will be maintained as a full-time position in the Association's staffing complement.
- (b) Where the Association, the Union and the affected Employees agree to a job sharing arrangement, the introduction and discontinuance of such job sharing arrangement will be determined by both parties. In preparing discontinuance language, the parties shall make provisions for a full-time Employee who has transferred to a regular part-time position as part of a job sharing arrangement to have the first option of returning to that full-time position on the discontinuance of the arrangement.
- (c) Overall costs shall not exceed the cost of a full-time position.
- (d) Bumping rights will be negotiated in each case. Only one person will have the right to bump. The Employees involved in a job sharing arrangement will be classified as regular part-time and will be covered by all provisions of this Collective Agreement.
- (e) Employees presently covered by a job-sharing arrangement shall be subject to its terms and conditions until such job sharing arrangement is discontinued.
- (f) This Article is to be Employee initiated only.



## **ARTICLE 31 – MODIFIED WORK**

31.01 Where the Association and the Union agree, and in compliance with the relevant legislation, the Association may implement **Accommodation, Modified and Return to Work** programs in order to assist Employees returning to work following **or as a result of** illness or injury. To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed, be varied. The specific terms of the program will be signed by the Association and the Union.

## **ARTICLE 32 – SECONDMENT**

- 32.01 The parties agree that it is desirable to provide current Employees with professional development opportunities including secondment.
- 32.02 (a) All job postings shall identify whether the position is secondable.
- (b) The Employer agrees to provide in writing the rationale to the Union when a position is not secondable. This decision is not grievable.
- 32.03 The Employee shall submit an application for secondment to the Manager of the vacant position. A copy of the application shall be forwarded to the Director of Human Resources and **their** current Manager. The Employee should indicate in the request **their** learning objectives.
- 32.04 The Director of Human Resources shall inform the Local of all secondment requests.
- 32.05 An Employee who applies for a secondment shall be interviewed to determine **their** capability to perform the essential duties of the position.
- 32.06 If an Employee has been accepted for secondment, a written training plan will be developed by the Manager of the vacant position and the Employee.
- 32.07 If an Employee has been denied for secondment, this decision is not grievable under the Collective Agreement unless the Local or the Employee claims a breach of Article 3 – No discrimination.
- 32.08 Approval of the secondment from the Chief Executive Officer shall be issued to the Employee outlining the terms of the secondment. The written training plan shall form part of the agreement. A copy shall be forwarded to the Local.
- 32.09 The length of a secondment is not to exceed twelve (12) months. Extensions may be considered in extenuating circumstances where a project or program would be jeopardized if a secondment ended.
- A secondment may be extended with sixty (60) days notice to the Employee.
- 32.10 In the event of a need for early termination of the secondment, the secondment agreement may be terminated by the Association or the Employee by giving the other party two weeks' written notice.
- 32.11 A vacancy may be filled by a secondment, but not on a permanent basis. When a vacancy is to be filled on a permanent basis, the posting procedures will be as set out in Article 17 of the Collective Agreement.

- 32.12 An Employee on secondment is subject to a trial period as outlined in Article 14.04(a).
- 32.13 An Employee on secondment is subject to performance reviews as per Article 14 of the Collective Agreement. At the end of the secondment, a review will be made on the skills learned.
- 32.14 An Employee on secondment to one position cannot apply for secondment to another position during the same period.
- 32.15 At the time when layoff and bumping come into effect, the directly affected Employee and any other Employee(s) who have been transferred due to the secondment will be returned to their permanent positions.
- 32.16 An Employee who is seconded to a position at a lower level in the job classification system shall receive the salary for the secondment position at the same step as in **their** permanent position.
- 32.17 An Employee who is seconded to a higher level in the job classification system shall receive **their** current salary or Step 1 of the new position, whichever is greater.
- 32.18 Upon completion of a secondment an Employee will return to **their** permanent position without loss of seniority or loss of step increase on **their** anniversary date.
- 32.19 A bargaining unit Employee who is hired to fill the vacancy created by the Employee on secondment shall return to **their** permanent position without loss of seniority or loss of step increase when the seconded Employee returns to **their** permanent position.
- 32.20 A seconded Employee shall be part of the bargaining unit, subject to all the terms and conditions of the Collective Agreement.
- 32.21 This Article is not intended to replace the Vacancies and Transfer Article.

### **ARTICLE 33 – JOB DESCRIPTIONS**

- 33.01 Every position shall have a written Job Description that shall include a Job Factor Analysis. The Job Description shall contain a list of the minimum requirements needed for the position. A copy of this Job Description and Analysis shall be placed in each Employee's personnel file. Every Employee shall be given a copy of **their** Job Description and Job Factor Analysis at the time of employment. **They** shall also be given information concerning policies and procedures of the Employer relevant to that Job Description. Copies of the Job Description shall be filed with the Human Resources Department and with the Local within ten (10) working days of the date of employment.
- 33.02 Where a job is to be for less than twelve (12) months per year, this will be included in the Job Description.
- 33.03 The Employer and the Local agree to establish a Joint Job Classification Committee comprised of two (2) representatives of the Employer and two (2) representatives of the Local. The committee shall have the responsibility of evaluating and classifying job descriptions including proposals for revisions and new job descriptions for new positions.
- 33.04 The Employer agrees that Job Descriptions of current Employees shall not be changed beyond the level of skill expectation of their current positions except by mutual consent of the Local and the affected Employees. Any changes by the Employer to a job description shall be referred to the Joint Job Classification Committee for evaluation and classification.
- 33.05 All job descriptions shall be reviewed annually by the Manager and the Employee as a part of the performance appraisal.
- 33.06 All job descriptions for new positions will be reviewed by the Employee and the Manager after the first six (6) months. Any changes will be approved by the Employer and be re-submitted to the Joint Job Classification Committee for rating.
- 33.07 Employees who wish to have their job descriptions reviewed by the Joint Job Classification Committee for re-classification shall discuss these concerns with their Manager. If they are unable to agree, the Employee should take the matter to the Director of the Department to resolve the dispute.

## **ARTICLE 34 – JOINT JOB CLASSIFICATION AND SALARY SCALE**

34.01 There shall exist a Joint Job Classification Committee consisting of two (2) representatives each for both the Association and the Local. This committee has developed the terms of reference. The terms of reference include a process which addresses any dispute concerning the classification of the position.

The job classification, as outlined in Appendix A, is based on a series of factors and grades related to the requirements of the job, not the specific qualifications of the Employee currently in the job. The existing jobs for Employees fall into seven (7) job levels as outlined in Appendix A.

34.02 (a) Employees shall be remunerated in accordance with Appendix B.

(b) Changes to the salary grid (Appendix B) negotiated through the collective bargaining process will be effective from the first day after the expiration of the Agreement. For greater clarity, all Employees will receive retroactive pay increases from the first day after the expiration of the Agreement. This includes Employees who have been laid off, who are on paid leave, or who have left the Association.

34.03 An increment shall be understood to mean movement upward one step in the salary schedule for those Employees who have not reached step #6 of their level.

Employees shall have as their anniversary date, the first day of the month in which they were hired. The anniversary date shall be used for calculating increments, and shall never be changed, so long as the Employee is covered by this Collective Agreement.

34.04 In the event that an Employee moves to a job at a higher level in the classification system, **they** shall move to a step in that level which gives **them** a salary increase of no less than 3%. For greater clarity, this includes bumping, reclassification and vacancy but does not include secondment.

34.05 In the event that an Employee is moved to a lower level in the classification system, **they** shall receive the amount of salary for the higher position for a period of six (6) months, after which **they** will receive the salary for the lower level position at the same step as in **their** previous position.

34.06 In the event that an Employee voluntarily moves into a job at a lower level in the classification system, **they** shall maintain **their** current step.

- 34.07 (a) An Employee who agrees to a Management request, in writing, to temporarily assume the principal functions of a position in a higher classification in addition to **their** own work, and which exceeds the responsibilities set out in **their** job description, shall receive the salary of the higher classification level or a premium of an additional 10% of **their** basic salary whichever is greater. **They** shall remain covered by this Collective Agreement.
- (b) An Employee who agrees to a Management request, in writing, to temporarily assume all of the responsibilities of a position in a higher classification level shall be relieved of **their** own responsibilities and shall move to a step in that level which gives **them** a salary increase of no less than three percent (3%). **They** shall remain covered by this Collective Agreement.
- (c) An Employee who agrees to a Management request, in writing, to temporarily assume all of the responsibilities of a position in the same classification level shall be relieved of **their** own responsibilities and shall maintain **their** level and step. **They** shall remain covered by this Collective Agreement.
- 34.08 (a) An Employee temporarily assigned to perform the principal functions of a position in the same or a lower classification in addition to **their** own responsibilities shall receive a premium of an additional 10% of **their** basic salary and shall remain covered by this Collective Agreement. This premium shall not apply to normal vacation coverage.
- (b) An Employee temporarily assigned to perform all the responsibilities of a position in a lower classification shall be relieved of **their** normal responsibilities and shall not suffer any reduction in salary. **They** shall remain covered by this Collective Agreement.

## **ARTICLE 35 – GENERAL CONDITIONS**

- 35.01 It shall be the duty of each Employee to notify the Employer promptly of any change in address and telephone number. If an Employee fails to do this, the Employer will not be responsible for failure of a notice to reach such Employee.
- 35.02 The Employer shall provide annual written performance reviews to Employees, which shall be used for the purpose of the development of the Employee. The performance review process shall not take longer than one (1) month and shall commence at the time of the performance review month, wherever possible. If three (3) months after the performance review month passes without commencement of the performance review, and assuming the Employee is actively employed throughout this period and their Manager has supervised the Employee for a minimum of six (6) months, a note will be added to the Employee's file stating that the review was not completed and therefore deemed satisfactory. The next review shall occur at the next performance review month. The performance review may include an assessment of supervision by the Employee and the **Manager** and its effect on the Employee's performance. The Employee may also discuss the Supervisory process with the Department Director directly above **their Manager**. The Employee shall have the opportunity to add written comments regarding the content of the total performance review report and shall receive a copy which shall be signed by both parties and dated. The signature of the Employee on such performance review indicates only that the Employee has seen and discussed the review with **their Manager**. A copy of the performance review with any additions made by the Employee must be forwarded to the Human Resources Department to be placed in **their** personnel file. In the event that a review has exceeded the one-year period, the Employer shall only consider the twelve (12) months preceding the review date. The performance review shall include a joint review of the Employee's job description. After discussion, the Manager may make adjustments, as needed.
- 35.03 (a) Every Employee shall receive a copy of any document in **their** personnel file at the time it is placed in **their** file. The Employee will sign, within five (5) days, the Employer's file copy of the document if the Employer so requests, indicating only that **they have** seen the document. The Employee may also have placed on **their** file any written addendum to any document placed in **their** file by the Employer. Nothing of a detrimental nature shall be added to **their** personnel file after termination of employment.
- (b) Employees shall have access to their own personnel files in the Human Resources Department, provided that they do not remove the file from the office and that the Director of Human Resources or **their** designate is present. The Employee shall have the right to have a fellow Employee of **their** choice present when viewing **their** file. Human Resources shall furnish, upon request of an Employee, a **hard copy and/or digital copy** of any documents in the Employee's file.
- (c) All documents placed in an Employee's file shall be dated.

- 35.04 The Employer agrees to provide, upon request of an Employee, letters of reference to prospective Employers with a copy to the person concerned. The Employer also agrees to provide, upon request of such Employees, a letter of reference addressed, "To Whom it May Concern".
- 35.05 The Employer will not change the present pay cycle.
- 35.06 (a) The Employer shall require each new Employee to have a Vulnerable Sector Police Reference Check performed, the costs for this procedure shall be borne by the Employer.
- (b) The Employer shall require all Employees hired before March 1, 1995 to have a Criminal Reference Check performed, the costs for this procedure shall be borne by the Employer.
- (c) The Employer reserves the right to require any Employee to have a Criminal Reference Check performed at any time and the costs for this procedure shall be borne by the Employer.



## **ARTICLE 36 – PRODUCTION OF AGREEMENT**

- 36.01 (a) The responsibility for the cost of production of the number of copies of the Collective Agreement that the parties agree are required shall be borne equally by the Employer and the Local to be completed within three (3) months of ratification of the Agreement.
- (b) **A copy of the Collective Agreement will be posted on YWCA Toronto’s Shared Resources Website.**

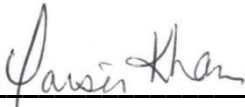
**ARTICLE 37 – DURATION OF AGREEMENT**

37.01 This Agreement shall be effective from April 1, **2021** to March 31, **2024** and from year to year thereafter unless either party gives notice, in writing, not more than ninety (90) days or less than thirty (30) days prior to the expiration date in any year, of their desire to amend or terminate the Agreement. If notice of the desire to bargain is given in writing by either party, the parties agree to meet within (15) days after receipt of such a notice. In the event of such a notice, all conditions of this Agreement shall remain in effect until a new Agreement is signed or until the conciliation process is completed and the Union is entitled by law to commence a legal strike and the Employer is entitled by law to conduct a legal lockout.

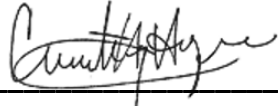
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

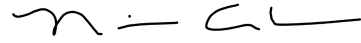
**FOR THE UNION**


**FOR THE EMPLOYER**

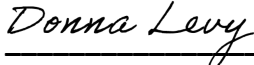
  
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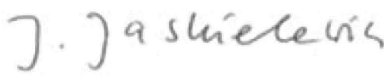
  
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Robin Silverman

  
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Joanna Jaskielewicz

## **APPENDIX A**

### **Classification of Positions by Title and Level**

As of **March 15, 2022**

<b>LEVEL</b>	<b>POSITION TITLE</b>
<b>1</b>	Assistant Caretaker, Property Services - 1st Stop Woodlawn Assistant Caretaker, Property Services - Bergamot Assistant Caretaker, Property Services - Church Street Assistant Caretaker, Property Services - Pape Cleaner (Part-Time), Property Services - 1st Stop Woodlawn Cleaner, Property Services - 1st Stop Woodlawn Cleaner, Property Services - Elm Centre Cleaner, Property Services - YWCA Davenport Cleaner, Women's Shelter Cleaner, YWCA Arise Cook (Part-Time), 1st Stop Woodlawn Cook (Part-Time), YWCA Davenport Cook, 1st Stop Woodlawn Cook, YWCA Davenport
<b>2</b>	Care for Newcomer Children Educator (Part-Time), English Language Skills & Development Caretaker, Property Services - 1st Stop Woodlawn Caretaker, Property Services - Bergamot Caretaker, Property Services - Pape Caretaker, Property Services - YWCA Davenport Cook/Food Services Worker, Women's Shelter Cook/Food Services Worker, YWCA Arise Cook/Kitchen Administrator, Bergamot Early Learning Centre Receptionist, Executive Office and Administration
<b>3</b>	Administrative Assistant, Essential Skills for Employment Administrative Assistant, JUMP Etobicoke, English Language Skills Development and Skills Trade Programs Administrative Assistant, YWCA Employment Centre (2425) Client Service Worker (Part-Time, Contract Position), SDC, ETI and MOTS

LEVEL	POSITION TITLE
3	<p>Client Service Worker, YWCA Employment Centre (2425)            Client Service Worker, YWCA Employment Centre (3090)            Facilities Assistant (Part-Time), Property Services            Maintenance Assistant, Property Services            Program Assistant, Essential Skills for Employment (ESE), SDC, MOTS, Education and Training Institute (ETI), Employment Focus            Registered Early Childhood Educator, Bergamot Early Learning Centre            Rent Receivables/Administrative Assistant, Housing Administration            Superintendent, Property Services - Elm Centre            Youth Social/Recreation Leader (Part-Time), Girls' and Family Programs</p>
4	<p>Accounts Payable and Administrative Clerk, Finance and Information Technology            Administrative Assistant (Part-Time), Bergamot Early Learning Centre            Administrative Assistant, Essential Skills for Employment            Administrative Assistant, YWCA Employment Centre, SDC and Education and Training Institute            Housing Administrator, Housing Administration            Office Administrator, JUMP Scarborough            Registrar (Part-Time), Camping and Outdoor Education            RGI Specialist, Housing Administration</p>
5	<p>Administrative, Volunteer and Gift-in-Kind Officer, Philanthropy            Care for Newcomer Children (CNC) Lead Educator, English Language Skills &amp; Development            Craft and Food Activator, Housing Support Programs and Elm            Design and Production Co-ordinator (Part-Time), Advocacy and Communications            Employment/Outreach Counsellor, JUMP Etobicoke            Employment/Outreach Counsellor, JUMP Scarborough            Event and Stewardship Officer, Philanthropy Department            Events and Communications Administrator, Essential Skills for Employment            Facilities Administrator, Property Services - Parkdale Scattered Homes            Front Desk Support Worker (Evening), Housing and Support-1st Stop Woodlawn            Front Desk Support Worker (Part-Time, Weekend), Housing and Support-1st Stop Woodlawn            Front Desk Support Worker, Housing and Support-1st Stop Woodlawn</p>
5	<p>Front Desk Support Worker, YWCA Davenport</p>

LEVEL	POSITION TITLE
5	<p>Front Desk Support Worker, YWCA Elm Centre (2 Daytime positions, 2 Evening Positions, 2 Part-Time Weekend Positions)</p> <p>Front-End Web Developer and Website Administrator (Part-Time), Advocacy and Communications</p> <p>Head Caretaker/Building Operator, Property Services - Church Street</p> <p>Job Coach/Job Developer (Contract Position), Women in Trades and Technology</p> <p>Job Coach/Job Developer (Part-Time Contract Position), Women in Trades and Technology - IT Programs</p> <p>Job Coach/Job Developer, Women in Trades and Technology</p> <p>Language Instruction for Newcomers to Canada (LINC) - Lead Instructor (Part-Time), English Language Skills &amp; Development</p> <p>Language Instructor for Newcomers to Canada (LINC) (Part-Time), English Language Skills &amp; Development</p> <p>Lead Superintendent/Building Operator, Property Services - Elm Centre</p> <p>Maintenance Worker, Property Services</p> <p>Maintenance Worker, Property Services - Parkdale Scattered Homes</p> <p>Office Co-ordinator, Executive Office &amp; Administration</p> <p>Payroll and Financial Administrator (Part-Time), Finance and Information Technology</p> <p>Program Administrator/Researcher, Essential Skills for Employment</p> <p>Registered Early Childhood Educator/Assistant Supervisor, Bergamot Early Learning Centre</p> <p>Resource &amp; Information Specialist/Facilitator, YWCA Employment Centre (2425)</p> <p>Resource &amp; Information Specialist/Facilitator, YWCA Employment Centre (3090)</p> <p>Settlement Employment Counsellor/Digital Facilitator, JUMP Etobicoke</p> <p>Settlement Employment Counsellor/Digital Facilitator, JUMP Scarborough</p>
6	<p>Administrative Assistant, Girls' and Family Programs, Girls' Centre Program and Breakthrough Program</p> <p>Annual Giving Officer, Philanthropy Department</p> <p>Business Administrator, JUMP Etobicoke and Women in Trades and Technology</p> <p>Business Administrator, SDC, Education and Training Institute, Moving on to Success, Employment Focus and Essential Skills</p> <p>Business Administrator, YWCA Employment Centre (3090)</p> <p>Business Administrator, YWCA Davenport</p> <p>Career Advisor/Facilitator, YWCA Employment Centre (2425)</p> <p>Career Advisor/Facilitator, YWCA Employment Centre (3090)</p> <p>Career Counsellor/Program Administrator, Employment Focus &amp; SDC</p> <p>Community Development Worker - Children and Youth, Women's Shelter</p>

LEVEL	POSITION TITLE
6	<p>Community Development Worker - Children and Youth, YWCA Arise</p> <p>Community Liaison Worker, YWCA Davenport</p> <p>Corporate &amp; Community Partnerships Officer, Philanthropy</p> <p>December 6th Fund Support Worker, December 6th Fund</p> <p>Donor Services and Operations Officer, Philanthropy</p> <p>Employment and Placement Specialist, YWCA Employment Centre (2425)</p> <p>Employment and Placement Specialist, YWCA Employment Centre (3090)</p> <p>Employment and Placement Specialist (Part-Time, Contract Position), Employment Centre (3090)</p> <p>Employment Counsellor/Advisor &amp; Trainer (Part-Time, Contract Position), SDC &amp; ETI</p> <p>Employment Generalist (Contract Position), YWCA Employment Centres</p> <p>Executive Assistant to the Director of Employment and Training, Director of Shelter and Clinical Services, Director of Permanent Housing &amp; Director of Girls, Youth and Family Programs</p> <p>Expressive Arts Co-ordinator (Contract Position), Here to Help</p> <p>Financial Analyst, Finance and Information Technology</p> <p>Food Services Co-ordinator, 1st Stop Woodlawn</p> <p>Food Services Co-ordinator, YWCA Davenport</p> <p>Foundations, Major Gifts &amp; Planned Giving Officer, Philanthropy Department</p> <p>Girls' Centre Community Development and Program Facilitator, Girls and Family Programs</p> <p>Girls' Centre Community Development and Program Facilitator (Part-Time), Girls and Family Programs</p> <p>Group Facilitator/Trainer, SDC, Education and Training Institute, Employment Focus, Essential Skills for Employment, and Moving on to Success</p> <p>Intake/Employment Counsellor and Trainer, SDC, Education and Training Institute and Moving on to Success</p> <p>Marketing and Events Co-ordinator (Part-Time), SDC, Education and Training Institute and Moving on to Success</p> <p>Marketing Co-ordinator/Trainer, SDC and MOTS</p> <p>Outreach &amp; Promotion Specialist, YWCA Employment Centre (2425)</p> <p>Outreach and Promotion Specialist, YWCA Employment Centre (3090)</p> <p>Overnight Shelter Support Worker, YWCA Davenport</p> <p>Program Administrator, SDC, ETI and MOTS Program</p> <p>Program Worker and Here to Help Co-ordinator, Girls' and Family Programs</p> <p>Program Worker (Part-Time), Breakthrough</p> <p>Program Worker (Part-Time), Choices for Living</p> <p>Program Worker, Teen Mothers' Program</p> <p>Program/Data Administrator, YWCA Employment Centre (3090)</p> <p>Senior Payroll Administrator, Finance &amp; Information Technology</p> <p>Shelter Support Worker - Awake Overnight Trauma Worker, 1<sup>st</sup> Stop Woodlawn</p>

LEVEL	POSITION TITLE
6	<p>Shelter Support Worker - Awake Overnight Worker, YWCA Women's Shelter</p> <p>Shelter Support Worker - Community Engagement Worker, Women's Shelter</p> <p>Shelter Support Worker – Community Engagement Worker (Part-Time), Women's Shelter</p> <p>Shelter Support Worker - Community Engagement Worker, YWCA Arise</p> <p>Shelter Support Worker – Harm Reduction Counsellor, 1st Stop Woodlawn</p> <p>Shelter Support Worker - Heath and Wellness Counsellor, 1st Stop Woodlawn</p> <p>Shelter Support Worker - Health and Wellness Counsellor, (Part-Time), 1<sup>st</sup> Stop Woodlawn</p> <p>Shelter Support Worker - Health and Wellness Counsellor, Women's Shelter</p> <p>Shelter Support Worker - Health and Wellness Counsellor, YWCA Arise</p> <p>Shelter Support Worker - Housing Counsellor, 1st Stop Woodlawn</p> <p>Shelter Support Worker - Housing Worker, Women's Shelter</p> <p>Shelter Support Worker - Housing Worker, YWCA Arise</p> <p>Shelter Support Worker - Immigration and Refugee Counsellor, 1st Stop Woodlawn</p> <p>Shelter Support Worker - Legal Services Support Worker, Women's Shelter</p> <p>Shelter Support Worker - Legal Services Support Worker, YWCA Arise</p> <p>Shelter Support Worker - Awake Weekend Overnight Worker (Part-Time), YWCA Women's Shelter</p> <p>Shelter Support Worker - Overnight Trauma Counsellor (Part-Time), YWCA Arise</p> <p>Shelter Support Worker - Parent and Child Support Worker, Women's Shelter</p> <p>Shelter Support Worker - Parent and Child Support Worker, YWCA Arise</p> <p>Shelter Support Worker - Second Stage Housing Counsellor, 1st Stop Woodlawn</p> <p>Shelter Support Worker - Weekend Worker (Part-Time), YWCA Arise</p> <p>Shelter Support Worker, YWCA Davenport</p> <p>Trainer/Facilitator, SDC and Education and Training Institute</p> <p>Transitional &amp; Housing Support Counsellor, 1st Stop Woodlawn</p> <p>Transitional &amp; Housing Support Worker (Part-Time), Women's Shelter</p> <p>Transitional &amp; Housing Support Worker (Part-Time), YWCA Arise</p> <p>Venue Rentals Co-ordinator, Executive Office</p>
7	<p>Business Administrator, 1<sup>st</sup> Stop Woodlawn Shelter and Choices for Living Program</p> <p>Business Administrator, Housing Support Program - Church Street</p> <p>Business Administrator, Housing Support Program- Parkdale Scattered Homes</p> <p>Business Administrator, Women's Shelter</p> <p>Business Administrator, YWCA Arise</p>

LEVEL	POSITION TITLE
7	<p>Business Administrator, YWCA Elm Centre and Clinical Services (Choices and South Etobicoke)</p> <p>Business Co-ordinator/Technical Support, YWCA Employment Centre (2425)</p> <p>Case Manager – Mental Health and Housing, Housing Support Program-South Etobicoke</p> <p>Case Worker - Harm Reduction, Housing Support Program - Church Street</p> <p>Case Worker - Indigenous Arts and Culture, Housing Support Program - Church Street</p> <p>Case Worker - Indigenous Health and Wellness, Housing Support Program - Church Street</p> <p>Case Worker - Mental Health and Justice, Housing Support Program - Church Street</p> <p>Case Worker, Housing Support Program - Church Street</p> <p>Community Engagement Transitional Support Worker, Housing Support Programs - 1st Stop Woodlawn</p> <p>Community Engagement Worker - Harm Reduction Beyond Substance Use, YWCA Elm Centre</p> <p>Community Engagement Worker - Indigenous Arts and Cultures, YWCA Elm Centre</p> <p>Community Engagement Worker - Mental Health &amp; Well-Being, YWCA Elm Centre</p> <p>Community Engagement Worker - Mental Health and Addictions, YWCA Elm Centre</p> <p>Community Engagement Worker- Indigenous Health and Wellness, YWCA Elm Centre</p> <p>Community Support Worker, Housing Support Program</p> <p>Community Support Worker, Housing Support Program - 1st Stop Woodlawn</p> <p>Eviction Prevention Worker, Housing Administration</p> <p>Facilities Co-ordinator, Property Services</p> <p>Housing Administration Co-ordinator, Housing Administration</p> <p>Housing Administration Worker, Housing Administration</p> <p>Housing Worker, YWCA Elm Centre</p> <p>Intake Co-ordinator, Housing Administration</p> <p>Program Worker, Camping &amp; Outdoor Education</p> <p>Senior Content Lead, Philanthropy</p> <p>Senior Design and Production Co-ordinator, Advocacy and Communications</p> <p>Senior Digital Marketing and Social Media Officer, Advocacy &amp; Communications</p> <p>Senior Financial Analyst and Executive Assistant, Finance &amp; Information Technology</p> <p>Senior Financial and Payroll Analyst, Finance &amp; Information Technology</p> <p>Tenancy Coordinator- Housing Support Program, Parkdale Scattered Homes</p> <p>Transitional &amp; Housing Support Worker, Housing Support Program</p>



**APPENDIX B**

**Effective April 1, 2021 to March 31, 2022 – 1%**

<b>LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>1</b>	37,170	38,383	39,647	40,960	42,322	43,485
<b>2</b>	41,387	42,368	43,378	44,421	45,494	46,744
<b>3</b>	43,785	44,953	46,154	47,392	48,667	50,018
<b>4</b>	45,979	47,194	48,444	49,732	51,057	52,483
<b>5</b>	48,357	49,650	50,980	52,352	53,760	55,265
<b>6</b>	51,316	52,709	54,142	55,624	57,142	58,751
<b>7</b>	54,837	56,330	57,865	59,447	61,076	62,800

**APPENDIX B**

**Effective April 1, 2022 to March 31, 2023 – 1%**

<b>LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>1</b>	37,542	38,767	40,043	41,370	42,745	43,920
<b>2</b>	41,801	42,792	43,812	44,865	45,949	47,211
<b>3</b>	44,223	45,403	46,616	47,866	49,154	50,518
<b>4</b>	46,439	47,666	48,928	50,230	51,568	53,008
<b>5</b>	48,841	50,147	51,490	52,876	54,298	55,818
<b>6</b>	51,829	53,236	54,683	56,180	57,713	59,339
<b>7</b>	55,385	56,893	58,444	60,041	61,687	63,428

**APPENDIX B**

**Effective April 1, 2023 to March 31, 2024 – 1%**

<b>LEVEL</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>
<b>1</b>	37,917	39,155	40,443	41,784	43,173	44,359
<b>2</b>	42,219	43,220	44,250	45,314	46,409	47,683
<b>3</b>	44,665	45,857	47,082	48,345	49,646	51,024
<b>4</b>	46,903	48,143	49,417	50,732	52,084	53,538
<b>5</b>	49,329	50,648	52,005	53,405	54,841	56,376
<b>6</b>	52,348	53,768	55,230	56,742	58,290	59,932
<b>7</b>	55,939	57,462	59,028	60,641	62,304	64,062

## **APPENDIX C**

### **Letter of Understanding**

between

YOUNG WOMEN'S CHRISTIAN ASSOCIATION  
OF GREATER TORONTO  
("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2189  
("Union")

RE: Financial Statements

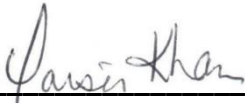
The Employer agrees that the Union can utilize the Labour-Management Committee to discuss the Employer's audited Financial Statements. The Union may have a financial expert in attendance at these meetings. Such discussions shall not include any reference to source documents for the Financial Statements. When discussion takes place on salaries, the total amount of salaries will be broken down into groups as follows:

1. Total Salaries for Management Staff
2. Total Salaries for Bargaining Unit Staff
3. Total Salaries for Sessional Staff

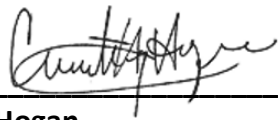
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.


**FOR THE UNION**


**FOR THE EMPLOYER**

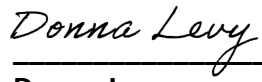
  
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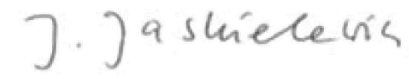
  
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Robin Silverman

  
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Joanna Jaskielewicz

**APPENDIX D**

MEMORANDUM OF AGREEMENT

between

YOUNG WOMEN'S CHRISTIAN ASSOCIATION  
OF GREATER TORONTO  
("Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2189  
("Union")

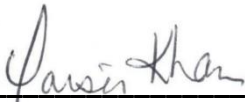
The parties agree that the benefits provided for in this Collective Agreement including but not limited to, Articles 24 and 26.04, 26.05 (1) (a), (d), and (f), 26.05 (2) and 26.06, shall fulfill the Employer's obligations pursuant to the emergency leave provisions of the *Employment Standards Act, 2000*.

The parties agree that the members of the bargaining unit receive a greater right or benefit with respect to public holiday pay than that provided for in the *Employment Standards Act, 2000*.

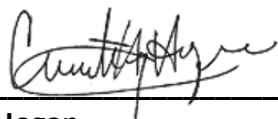
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

**FOR THE UNION**

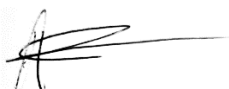
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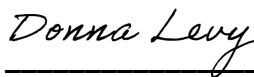
  
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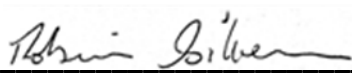
  
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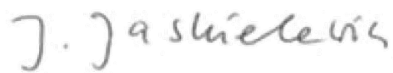
  
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Joanna Jaskielewicz

## **APPENDIX E**

### MEMORANDUM OF AGREEMENT

between

YWCA TORONTO  
(the “YWCA” or the “Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2189  
(the “Union”)

Re: Multi-Sector Pension Plan (“MSPP”)

During collective bargaining negotiations, the Union requested that the YWCA participate in the Multi-Sector Pension Plan sponsored by the Union in lieu of the group RRSP arrangement referenced in Article 28.02 of the Collective Agreement. The YWCA has indicated it is prepared in principle to participate in the MSPP, and accordingly, the parties agree as follows:

1. The YWCA and the Trustees of the MSPP will enter into a Participation Agreement on mutually satisfactory terms that is consistent with this agreement.
2. The YWCA’s participation in the MSPP shall commence on the Participation Date as such term is defined in the Participation Agreement.
3. Effective on the Participation Date, contributions to the group RRSP referenced in Article 28.02 of the Collective Agreement ceased, and contributions for eligible Employees shall be made instead to the MSPP. The rate of Employer contributions shall be 5.75% of the eligible Employee’s earned income from the Participation Date.

An “eligible Employee” shall mean a full-time or part-time Employee in the bargaining unit who has completed 560 hours of service and is otherwise eligible to participate in the MSPP.

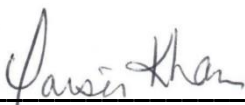
4. The Employee shall contribute 3.25% of the eligible Employee’s earned income from the participation date to the Group Pension Plan.
5. The YWCA shall have no financial or other liability whatsoever in regard to the MSPP, save and except to make Employer contributions as set forth in this Letter of Understanding and to disclose the required information as outlined in the Participation Agreement. The Union acknowledges that the YWCA shall have no obligation to contribute to the cost of benefits beyond what is provided in this Letter of Understanding, nor shall the YWCA have any responsibility for providing benefits under the plan.

6. The Union and the YWCA acknowledge and agree that under current pension legislation and/or regulations, the YWCA has no requirement to fund any deficit in the MSPP 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 YWCA and the Union that should the current pension legislation or regulations be changed so that the YWCA's obligation to contribute to the MSPP exceeds the amount specified in the Collective Agreement then in force, the parties will negotiate a method to relieve the YWCA of this increased obligation to the extent that any such obligations exceed those which the YWCA would have if the MSPP were a defined contribution plan.
7. The parties agree that Employees who are age 71 or more shall receive additional salary in lieu of Employer contributions to the MSPP.

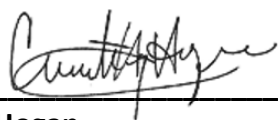
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

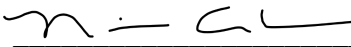
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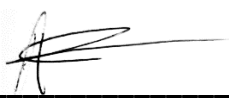
**FOR THE EMPLOYER**

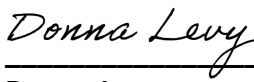
  
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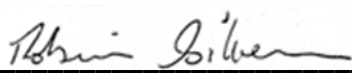
  
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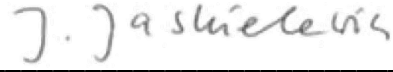
  
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**APPENDIX F**

**LETTER OF UNDERSTANDING**

**between**

**YWCA Toronto  
(the “Employer”)**

**and**

**Canadian Union of Public Employees Local 2189  
(the “Union”)**

**Re: Working from Home**

**An Employee may submit a written request to their Manager to work from home on either an occasional or ongoing basis. Requests to work from home will be approved by the Manager and Director on a case-by-case basis, taking into consideration program/department needs. Permission for such requests will not be unreasonably withheld. It is acknowledged that due to the nature of services provided, in some cases, working from home is not possible.**

**Employees working from home will continue to be members of the bargaining unit and as such, will be covered by the terms of the collective agreement.**

**There will be no reduction in the Employee’s wages or benefits while working from home as a result of the working from home agreement.**

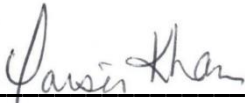
**Employees shall be permitted to utilize the laptop that is normally provided in the workplace when working from home, wherever possible.**

**Any Employee that *is* approved to work from home is responsible for working in a safe and professional manner while ensuring the safety, confidentiality, privacy and respect of participants. Employees must adhere to all YWCA Toronto policies and procedures that would apply if the employee were working at the regular worksite and YWCA Toronto Working from Home Policy.**

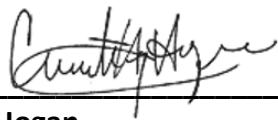
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

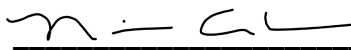
**FOR THE UNION**


**FOR THE EMPLOYER**

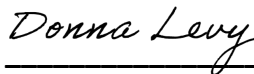
  
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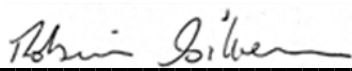
  
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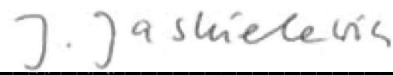
  
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Joanna Jaskielewicz

## **APPENDIX G**

### **Letter of Understanding**

between

YOUNG WOMEN'S CHRISTIAN ASSOCIATION  
OF GREATER TORONTO  
("the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2189  
("the Union")

The Superintendent Schedule conditions have been agreed to as follows:

#### Regular Schedule

- 10 working days of 14 days on a two-week rotation 8am-4pm; with 4 days off within the two-week rotation;
- Saturday and Sunday are considered full work days 8am to 4pm (according to the scheduled shifts); on a two-week schedule, this brings the number of work days up to 10 working days;
- For working on a scheduled Saturday and Sunday between 8am and 4pm, Article 18.07 does not apply;
- Paid holidays will not be a work day (credit 7 hours for full time employee), and relief staff will be scheduled to cover all paid holidays.

#### On Call

- Superintendents are compensated in part for On Call through a free apartment;
- On Call occurs on a scheduled shift after 4pm;
- If the Superintendent receives a phone call or deals with an issue in person **they** will charge a minimum of 15 minutes for each call or issue (Article 18.06 (b));
- On Call time for paid holidays will be charged as outlined in Article 22.02, when required. This includes telephone calls, emails or work orders, dealing with issues in person or routine checks;
- During On Call, distance away from the site is approximately 30 minutes or roughly in the range of 15 km from the site (Article 18.06 (a));
- On Call should be for emergencies only or issues that cannot wait until the next work day.

Other

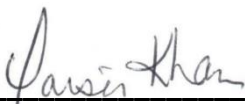
- Paid holidays will be normally covered by relief;
- Overtime cannot exceed 35 hours and will be paid if it cannot be taken within three months (Article 18.02 (d) & (f));
- The Superintendent will send an email note to **their Manager** and the Facilities Administrator the same day or the following day on overtime accumulated, the reason for the overtime (whether an extended work day or On Call work), and hours claimed;
- Lieu time to be taken for overtime must be approved by the **Manager** in advance so that adequate coverage can be arranged;

Where a superintendent is granted a day off, the Manager will arrange relief coverage.

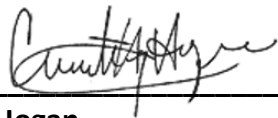
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

**FOR THE UNION**

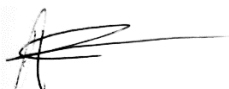
**FOR THE EMPLOYER**

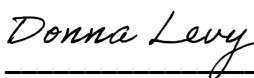
  
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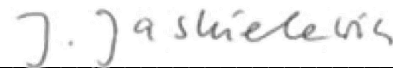
  
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Robin Silverman

  
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Joanna Jaskielewicz

## **APPENDIX H**

### **LETTER OF UNDERSTANDING**

between

YWCA Toronto  
(the “Employer”)

and

Canadian Union of Public Employees Local 2189  
(the “Union”)

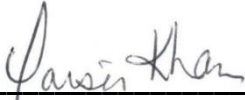
The Employer agrees to grant the elected Local Union President unpaid leave for one (1) work day per week. The conditions for this leave are as follows:

1. A request will be submitted by the Union to the Employer providing the name of the elected Local President and the length of this leave. Wherever possible, this request will be made at least two months before the Union President’s term begins.
2. This leave will not be unreasonably denied.
3. There will be no loss of seniority or service for this leave.
4. Salary and applicable benefits shall be maintained by the Employer.
5. The Union agrees to reimburse the Employer the full cost of one (1) day of such salary and applicable benefits.
6. This leave will not impact the workload of the incumbent.
7. The position held by the Union President will not be reduced in hours of work as a result of this leave (e.g., a 5 day per week position would remain a 5 day a week position and not be reduced to a 4 day per week position). Generally, this will mean such Employee’s workload will be shared for the unpaid time via the employment of relief, sessional or bargaining unit Employee.
8. Notwithstanding the above, all Articles in this Collective Agreement pertaining to union work by Local officers shall continue to apply.
9. This agreement will be reviewed on an annual basis, or as required.

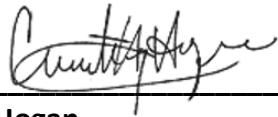
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

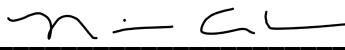
**FOR THE UNION**

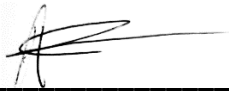
**FOR THE EMPLOYER**

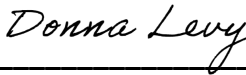
  
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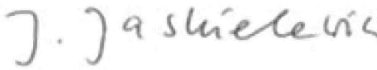
  
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Donna Levy

  
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Robin Silverman

  
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Joanna Jaskielewicz

**APPENDIX I**

**LETTER OF UNDERSTANDING**

between

**YWCA Toronto  
(the "Employer")**

and

**Canadian Union of Public Employees Local 2189  
(the "Union")**

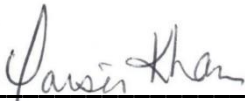
**Re: Temporary Layoffs**

**If the reason causing the layoff is due to an emergency situation that arises suddenly, is not easily foreseen and beyond the Employer's control, the Employer and the Union shall meet to discuss the feasibility of any considered temporary layoffs and its terms. If the parties come to an agreement, other sub-articles in Article 16 – Layoff, Bumping and Recall may not apply.**

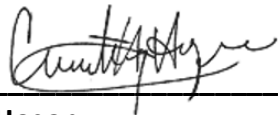
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

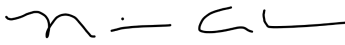
**FOR THE UNION**


**FOR THE EMPLOYER**


  
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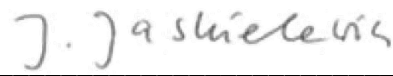
  
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Robin Silverman

  
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Joanna Jaskielewicz

**APPENDIX J**

**LETTER OF UNDERSTANDING**

between

**YWCA Toronto  
(the “Employer”)**

and

**Canadian Union of Public Employees Local 2189  
(the “Union”)**

**Re: Bill 124 Wage Re-Opener**

**The Union may request to meet with the Employer to re-open the Collective Agreement for the sole purpose of negotiating potential wage increases in the event that:**

- (a) The Union is granted an exemption pursuant to its request under Section 27 of the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124); or**
- (b) Bill 124 is withdrawn or amended by the Ontario Legislature to provide for increases in compensation above 1% within the three-year moderation period prescribed by Bill 124; or**
- (c) Bill 124 is overturned by the courts and all appeals are exhausted and it is either:**
  - 1. not replaced by similar legislation; or**
  - 2. replaced by legislation with provisions that might allow for a negotiated increase within the three-year moderation period prescribed by Bill 124.**

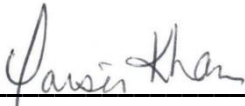
**In such a case, should the Union wish to re-open the collective agreement for the purposing of renegotiating the previously agreed to wage increases, it shall provide the Employer with notice to that effect prior to the expiry of the Collective Agreement and the Parties shall meet within 30 days of the Union having given notice to negotiate wages.**



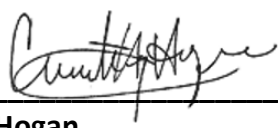
**SIGNED** at Toronto, Ontario this 15 day of February, 2022.

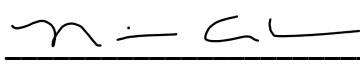
**FOR THE UNION**

**FOR THE EMPLOYER**

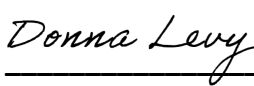
  
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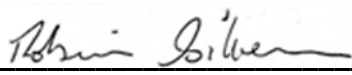
  
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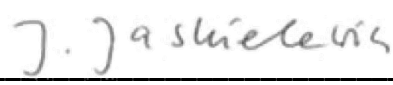
  
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**Joanna Jaskielewicz**