



COLLECTIVE AGREEMENT

between

YWCA PETERBOROUGH HALIBURTON

(hereinafter called “the Employer”)

- and -

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

(hereinafter called “the Union”)
RATIFIED DECEMBER 11, 2020

APRIL 1, 2020 – MARCH 31, 2023

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ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE AND RECOGNITION

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

ARTICLE 3 - MANAGEMENT RIGHTS

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

interests of the safety and well-being of its employees, clients and the public generally.

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

ARTICLE 4 - UNION MEMBERSHIP

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

- 4.02 Email

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

ARTICLE 5 - UNION DUES

- 5.01 The Employer shall deduct from each pay of each employee regular Union dues and initiation fees. The Union agrees to advise the Employer in writing of the amount of any dues required and initiation fees which are to be deducted and shall save the Employer harmless from any action relating to the deduction.

- 5.02 The deductions referred to above shall be forwarded to the Secretary-Treasurer of the National Union not later than the 15th day of the month following their deduction.

The cheque shall be accompanied by a list of the names and classifications (job titles) of all employees from whom dues deductions and initiation fees were made. This list shall also be forwarded to the Local Union.

In addition, the Employer shall, twice per year, provide the Union with a list of all employees in the bargaining unit which shall include the employee's name, classification, email address, address, and telephone numbers as submitted by the employee to the Employer. The list shall be up to date as of April 1st and October 1st, and shall be provided within three weeks of these dates.

- 5.03 The Employer shall type on each employee's Income Tax Statement (Form T4) the amount of Union dues paid by that employee during the previous year.

ARTICLE 6 - NO DISCRIMINATION

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

ARTICLE 7 - STRIKES AND LOCK-OUTS

- 7.01 There shall be no strike or lock-out so long as the collective agreement continues to operate. The term "strike" and the term "lock-out" shall have their meaning as set forth in the *Labour Relations Act, 1995*, as amended.

ARTICLE 8 - ORIENTATION

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

ARTICLE 9 - CORRESPONDENCE

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

ARTICLE 10 - LABOUR/MANAGEMENT COMMITTEE

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

This Committee shall meet at the request of either party at times mutually agreed.

A party requesting a meeting shall advise the other party and provide an agenda of items to be discussed.

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

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

ARTICLE 11 - REPRESENTATION

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

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

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

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

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

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

The Employer shall reimburse employees who were scheduled to work, for regular hours actually lost on bargaining days. For employees who were not scheduled to

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

ARTICLE 12 - GRIEVANCE PROCEDURE

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

STEP NO. 1: Complaint

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

STEP NO. 2: Formal Grievance

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

- (1) Upon receipt of a written grievance as provided above, the Director or designate shall investigate, and within five (5) business days:

- (i) may choose to provide a written reply to the Union, the grievor and the Executive Director, or
 - (ii) may choose to arrange a meeting of all parties involved, including the Local Union President or designate, and attempt to find a resolution to the mutual satisfaction of all parties. In this case, the Director shall provide a written response to the grievance within five (5) business days after the meeting to the Union, the grievor and the Executive Director.
- (2) Should the grievance not be satisfactorily resolved, the Union shall forward the grievance to Step No. 3 within ten (10) business days of receiving the written response.

STEP NO. 3: Final Stage Grievance

The grievance shall be submitted to the Executive Director.

- (1) Upon receipt of a written grievance as provided above, the Executive Director shall arrange a meeting of all parties involved within five (5) business days, and attempt to find a resolution to the mutual satisfaction of all parties. The National Representative of the Union shall be in attendance at such meeting.
 - (2) The Executive Director shall provide a written response to the grievance within five (5) business days of this meeting to the Union, the grievor and Supervisor(s) involved in the grievance.
 - (3) If a grievance is not filed for arbitration within twenty (20) business days from the Executive Director's reply, the matter shall be deemed settled.
- 12.03 (a) A grievance by the Employer, or a Policy Grievance of the Union, shall proceed in the same manner as the grievance of an employee, except that it shall be lodged by either party with the other in writing and shall commence as a Step No.3 final stage grievance.
- (b) A Policy Grievance shall be defined as a grievance which cannot otherwise be filed by an individual employee.
- 12.04 (a) Time limits specified in the Grievance Procedure may be extended by mutual agreement in writing, between the Employer and the Union.
- (b) At each grievance step, the expected response date shall be clearly stated in all written documentation.
- 12.05 "Business days" refers to Monday through Friday, excluding statutory holidays.

ARTICLE 13 - DISCHARGE AND DISCIPLINE

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

Discharge:

If an employee who has completed their probationary period is to be discharged, they shall be provided with a reasonable time with a steward before leaving the Employer's premises provided only that the employee is on those premises at the time of discharge.

Discipline:

- a) Where an employee is being suspended or disciplined, they shall be notified in writing by the Employer with a copy to the Union and where the employee is being suspended, they shall have their steward in attendance. The written notice of discipline shall state the reason(s) for the discipline. An employee may decline Union representation at any disciplinary meeting by signing a form indicating they have been informed of their right to representation. Employees who have waived the right to union representation have the right to reverse that decision at subsequent meetings.
- b) When, in a supervision meeting, it becomes clear that a decision about discipline is the next step, the parties will end that meeting. The Supervisor will arrange another meeting to discuss discipline with union representation if not waived by the employee. The Supervisor will notify the Union President or designate in writing or email about any discipline meeting.
- c) If the Employer determines that an employee is to be sent home and not permitted to work their scheduled hours in order to investigate an alleged incident or issue, the employee shall be paid such hours. The employee shall also be provided a written statement, copied to the Union, as to what the allegation is. Any such investigation shall be completed as soon as reasonably possible.

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

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

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

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

ARTICLE 14 - ARBITRATION

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

The selection of an arbitrator shall be made within twenty (20) days of its referral by each party submitting to each other the names of five (5) arbitrators of their choice. The first name that coincides shall be deemed selected. In the event no selection is made by this method, the representatives of the parties shall discuss further candidates. In the event no candidate is selected, the parties will refer the matter to the Minister of Labour to appoint an arbitrator.

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

14.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

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

14.05 No matter may be submitted to arbitration which has not been properly carried through all steps of the Grievance Procedure.

14.06 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, add to, modify or amend any part thereof.

ARTICLE 15 - HUMAN RESOURCES RECORDS

15.01 Each employee shall be entitled to review their personnel file on reasonable notice and in the presence of the Employer, and to receive copies of the documents from the file, as requested.

15.02 The Employer recognizes that the primary purpose of performance appraisals are for work related development, thus a copy of the employee's performance appraisal shall be given to the employee but will not be placed on their personnel file until it has been

discussed with the employee, and the employee's response to such appraisals shall also be maintained on the file.

- 15.03 When a period of twelve (12) months has passed and no related disciplinary notation has been made against an Employee's record, their past record dated prior to the commencement of the twelve (12) month period shall be removed from the employee's file.

ARTICLE 16 - SENIORITY

- 16.01 Seniority shall operate on a bargaining unit wide basis. There will be one seniority list maintained for Full-time and Part-time employees and a separate list for Relief Workers and Crisis Intervention Workers.
- (a) The seniority of each full and part-time employee covered by this collective agreement shall be established after the completion of six (6) calendar months of continuous employment and shall then date back to their most recent date of hiring, except that the Employer may temporarily hire an employee for a limited term or task not to exceed six (6) months. (Does not apply to Relief or Crisis Intervention Workers)
 - (b) Effective April 1, 2000, seniority for the purpose of hiring, layoff, recall, and bumping will accumulate based on hours paid with a maximum of 1820 hours being credited to an individual for a twelve (12) month period. "Hours paid" for purpose of this calculation will include hours paid for vacation, holidays, and other time paid by the Employer and the Union, subject to the annual maximum of 1820 hours. "Hours paid" will exclude payments not based on hours, such as bonuses.
 - (c) Seniority will accumulate while an employee is on short-term Union business leave of less than two (2) weeks, vacation (if applicable) pregnancy and parental leave, and leaves due to accident, sickness or disability (whether paid or unpaid). Seniority shall continue to accrue on the basis of regular hours worked in the previous six months seniority calculation period. Seniority will not accumulate during other leaves.
- 16.02 (a) Seniority is determined with reference to work in positions in the bargaining unit, and shall not accumulate for periods outside the bargaining unit unless the parties mutually agree.

Lay-off and Recall:

- 16.03 (a) In the event of a required reduction in the work force for whatever reason or reduction in an employee's regularly scheduled hours, the Employer will, before the commencement of the notice period referred to herein, meet with the Labour/Management Committee to discuss the method of implementation

including the areas of cutback, the employees to be affected, and alternatives to lay-off.

- (b) Where there is no specific term of employment, the Employer will give all employees who are to be laid off not less than thirty (30) calendar days' written notice, or pay in lieu thereof. In the event of financial exigency, employees shall be entitled to twenty-one (21) days' notice or pay in lieu of notice. (Does not apply to Relief or Crisis Intervention Workers)
- (c) An employee declared surplus as the result of a work force reduction for whatever reason or affected by a reduction of regularly scheduled hours may elect to claim the job held by an employee with lesser seniority in the bargaining unit provided the surplus employee has the qualifications, ability, training, and capability to perform the job being claimed. The surplus employee exercising this right will be placed at the same rate as they enjoyed in their previous position, or, if it is a lower paying position, to the highest rate for the new position.
- (d) An employee whose position has been claimed by the above process shall be entitled to two (2) weeks' notice to exercise similar bumping rights, if applicable, or be laid off to await recall as provided hereafter.
- (e) Full and part time employees with greater seniority can bump full or part time employees with lesser seniority.
- (f) If an employee bumps from one job to another job with a higher pay band, the employee would be placed on the bottom of the grid for the new job, or would receive a two per cent (2%) wage increase, whichever is greater.

Recall From Lay-off:

16.04

- a) Employees on layoff may be re-called in two ways:
 - 1. They may apply to be considered for any posted position or temporary appointment and be selected based on the criteria in Section 17.02.
 - 2. If work in their own job classification (e.g. Shelter Support Worker, Housekeeper, Transitional Support Worker, Nourish Food Skills Facilitator) becomes available within 6 months of layoff that work will first be offered to qualified employees on the lay-off list, according to seniority, then to all other employees. It is understood that the work offered could be a temporary appointment, a contract, or more or fewer hours. If hours are different, the employee on layoff may refuse the re-call without penalty.
- b) An employee who is appointed to a temporary position will return to their former position and rate of pay upon the expiry of the temporary term, or, in case of an employee recalled from layoff, shall return to the layoff list with no renewed bumping rights. However, the time spent on temporary

recall shall be added to the time for which said laid off employee is eligible for further recalls.

- c) An employee who works relief shifts while on layoff does not extend their time on the layoff list by so doing.

16.05 No new employees will be hired where qualified employees are on lay-off.

16.06 Seniority shall be forfeited and the employee's employment shall be deemed terminated whenever an employee:

- (a) quits or retires;
- (b) is discharged, and such discharge is not reversed through arbitration;
- (c) fails to report for work or overstays a leave for more than three (3) consecutive scheduled working days without a satisfactory explanation;
- (d) is laid off for a period in excess of the length of service of the employee to a maximum of twenty-four (24) months whichever is less;
- (e) fails to return to work after being recalled from lay-off in accordance with 16.04 above;
- (f) is relief staff or a CIW who has not worked six (6) shifts, if offered, in the six (6) month periods of October 1st to March 31st and April 1st to September 30th, and who has not been granted a leave of absence. The six shifts do not include training or staff meetings;
- (g) is relief staff or a CIW whose residence is out of province.

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

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

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

- 16.08 The Employer will ensure that employees laid off from employment have options for alternate health and dental coverage that does not require a medical exam, provided the carrier permits. The application must be made within sixty (60) days of a lay-off and the employee would be required to pay premiums to the insurance carrier directly. This applies only to employees who have qualified for, and are enrolled in the group plan at the time of lay-off.
- 16.09 Any permanent qualified employee wishing to move to relief will have the right to exercise that option and retain their seniority. A person shall be deemed qualified when they possess the education, skills and ability necessary to perform the required work. Such qualifications and requirements shall not be established in an arbitrary or discriminatory manner.

ARTICLE 17 - JOB POSTING

- 17.01 Where a vacancy or new job exists in the bargaining unit, the Employer will post notice of the vacancy for a period of ten (10) business days in all locations covered by the collective agreement. All job postings shall be emailed to all staff via work email.

The notice will specify the nature of the job; all qualifications required; the location, hours of work and rate of pay. An employee who wishes to be considered for the position so posted shall signify a desire by making formal application in accordance with the provisions of the posting.

- 17.02 In filling any posted vacancy under this article, the Employer will appoint the qualified senior applicant who possesses the knowledge, training, skill, ability and capability necessary to perform the normal required work. If no applications are received from qualified employees, the Employer may hire from external sources. Unsuccessful internal applicants who request it, shall receive an explanation from the Employer as to why they did not qualify for the position.

The successful applicant will be on a trial period of up to thirty (30) worked days. During such period they may return or be returned by the Employer to their former position and pay rate. Having reached this decision to return an Employee under this Article, the Employer shall notify the Union and conduct a meeting with the employee and the Union to discuss the reasons for the decision.

- 17.03 Any job of less than three (3) months duration which is vacant because of illness, accident, vacation, leave of absence, temporary transfers, temporary promotions and temporary vacancies shall not be deemed to be vacant for the purpose of this article.

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

17.05 The Employer shall provide the Union with new or amended job descriptions within sixty (60) days of any substantial change to the position. The Union shall have thirty (30) days following the receipt of the new or amended job description to raise any comments or concerns it wishes to make with the Employer.

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

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

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

Temporary employees in short-term temporary positions or temporary vacancies shall be exempt from Articles 16, 21, 23, and Appendix "C". Schedule "A" shall be applied to the extent that the temporary position is a position described in Schedule "A".

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

ARTICLE 18 - BULLETIN BOARDS

18.01 The Union shall have the use of a bulletin board in each of the Employer's premises. These boards will be used by the Union only for the purpose of disseminating information concerning Union meetings, elections, social affairs and other non-political items which will be of general interest to employees.

ARTICLE 19 - HOURS OF WORK

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

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

19.02 To the extent practical, all work schedules will be arranged in consultation with the affected employees and may vary from location to location. In the event a work schedule satisfactory to the Employer cannot be reached by this consensus, the decision of the Employer shall prevail. Work schedules shall cover a minimum period of eight (8) weeks. Work schedules shall be posted as far in advance as possible, but in any case no less than two (2) weeks prior to the start of the schedule.

19.03 (a) Work schedules shall be posted covering various periods of time in accordance with the consultations set out in 19.02 above. Further, it is understood that posted work schedules shall not prohibit the Employer from making necessary changes to reflect service to client needs. In such cases, a minimum of twenty-four (24) hours of notice of change shall be given to affected employees.

(b) Notwithstanding the above, it is understood and agreed that some employees may continue to work daily and weekly hours which are less than the regular hours set out in the work schedules referred to above.

(c) Full and Part-time shelter support workers , who work rotating shifts can mutually exchange a maximum of two (2) regular shifts, of the equal amount of hours, per pay period provided that:

- The two shelter support workers fill out and sign the form provided stating the shifts being exchanged.
- They cannot exchange previously picked-up shifts.
- Exchanges can only be approved by the shelter supervisor, in writing and in advance.
- Each exchange is considered an exchange for both parties.
- Both shifts in the exchange must be within the same pay period, and shall not result in overtime compensation to either of the employees.

19.04 (a) Employees with fixed hours:

Where the hours of work are fixed, overtime at the rate of time and one-half (1-1/2) shall apply to all hours worked in excess of seven and one-half (7-1/2) hours in one (1) day or seventy (70) hours in any two (2) week pay period, except where otherwise agreed. Where agreed by the Employer, time in lieu at time and one-half (1-1/2) may

be given instead of overtime premiums for hours in excess of seventy (70) in a two (2) week period.

(b) Employees with flexible hours:

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

Where agreed by the Employer, time in lieu at time and one-half (1-1/2) may be given instead of overtime premiums for hours in excess of seventy (70) in a two (2) week period.

(c) Employees who work shifts:

Where employees work shifts, overtime premiums at a rate of time and one-half (1-1/2) shall apply to all hours worked in excess of an employee's regularly scheduled daily hours and/or the normally scheduled hours of work for that two (2) week pay period except where otherwise agreed. Where agreed by the Employer time in lieu at time and one-half (1-1/2) may be given instead of overtime premiums for hours in excess of seventy (70) in a two (2) week period.

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

The parties may, by mutual agreement, vary the number of hours to be worked and the averaging period for the purpose of designing a schedule and for calculating overtime.

It is understood and agreed that staff meetings are part of the scheduled hours and attendance is required as a condition of employment.

(d) Overtime approval:

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

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

Clarity Note:

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

Call-in:

- 19.05
- (a) An employee who is requested by their Supervisor to attend a meeting on their regularly scheduled day off, and who attends such meeting, shall be paid at their straight time hourly rate.
 - (b) An employee who reports for work, as scheduled, who has not previously been advised not to attend on that day, shall be provided with a minimum four (4) hour work opportunity or straight time pay in lieu thereof.
 - (c) Where, after the completion of an employee's normal shift the employee is called at home and requested to return to work, they shall be paid time and one-half (1-1/2) for each hour of attendance with a minimum payment of three (3) hours.
- 19.06
- It is agreed that time spent in court as a result of work-related subpoenas is considered working time. It is also agreed that last-minute changes to court schedules, e.g. remands, should not result in Employees losing wages for scheduled shifts. Where an Employee is required to attend court on a day which they are normally scheduled to work, and where the hearing is cancelled, the Employee will contact their supervisor. At the employer's discretion, the Employee will either receive their regular wages for the day, or be provided the opportunity to work during their regular shift hours.
- 19.07
- Meals, and paid meal time, shall be provided when employees are required to remain on the premises during a meal time. Such meal time shall be for a period of thirty (30) minutes.
- 19.08
- (a) Shift Premium of \$1 per hour is payable for time worked in the shelter, or safe-space, during the following hours:
 - 11 pm Friday to 7 am Monday (i.e. includes all Saturday and Sunday)
 - 11 pm Monday to 7 am Tuesday
 - 11 pm Tuesday to 7 am Wednesday
 - 11 pm Wednesday to 7 am Thursday
 - 11 pm Thursday to 7 am Friday

- (b) Effective at 11 pm on Nov. 1, 2014, shift premium of \$1 per hour is payable for the time worked in the shelter, or safe-space, during the following hours:
- 11 pm Friday to 7 am Saturday
 - 11 pm Saturday to 7 am Sunday

19.09 It is understood that premiums will neither be duplicated nor pyramided except that, effective 11 pm on Nov. 1, 2014 employees who qualify for the shift premium in 19.07 (b) shall also qualify for and be paid the shift premium in 19.07 (a).

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 The following shall be recognized as statutory holidays and will be paid to all employees at the employee's regular daily rate of pay:

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

20.02 The parties hereto recognize that continuity of service with their clients is essential. Therefore, at least fifty per cent (50%) of the employees covered by this collective agreement may be required to work on the holidays set out above.

20.03 (a) An employee required to work by the employer on a statutory holiday, shall receive statutory holiday pay plus time and a half for the hours worked.

(b) If an employee is required to work by the employer more than one shift on a statutory holiday, the subsequent shift shall be paid at time and a half for the actual hours worked.

20.04 If any of the above holidays fall or are observed during an employee's vacation, they shall be entitled to an extra day's vacation, with pay, to be taken at a time mutually agreed between the employee and their Supervisor.

20.05 An employee who calls in sick on a statutory holiday, who had been scheduled to work, will be paid for a sick day at straight time for the scheduled hours and for a statutory day at straight time for the average statutory hours for their job.

20.06 Statutory holiday pay is calculated as total regular scheduled hours paid in the four-week period prior to the statutory holiday, divided by 20.

- 20.07 Each employee is entitled to two (2) floating holidays, paid at straight time, to be taken with Supervisor's approval. Floating holidays are accrued at one day per six months worked.
- 20.08 Floating holidays not used by the end of the calendar year shall be forfeited.

ARTICLE 21 – VACATIONS

FULL-TIME and PART-TIME EMPLOYEES

ELIGIBILITY

PAID VACATION ENTITLEMENT

During first five (5) years of continuous service	Three (3) weeks per year with vacation pay equivalent to six per cent (6%) gross earnings in the calendar year
Upon completion of five (5) years to ten (10) years' continuous service	Four (4) weeks per year with vacation pay equivalent to eight per cent (8%) gross earnings in the calendar year
Upon completion of ten (10) years' continuous service	Five (5) weeks per year with vacation pay equivalent to ten per cent (10%) gross earnings in the calendar year
Upon completion of twenty (20) years' continuous service	Six (6) weeks per year with vacation pay equivalent to twelve per cent (12%) gross earnings in the calendar year

Vacation preference shall be granted in order of seniority within each work location for all requests submitted prior to May 1st of each year. Thereafter requests will be approved in order of dates submitted.

Effective April 1, 2000, there will be an initial determination of each full and part time employee's vacation entitlement as at that date. For full time and part time employees, the initial determination of vacation entitlement will be made based on their years of continuous service in accordance with the above provisions of Article 21.

After April 1, 2000, vacation entitlement for full time and part time employees will accrue based on their years of continuous service, i.e., hours paid, with one (1) year being equivalent to 1820 hours. A maximum of 1820 hours can be credited in any twelve (12) month period. After April 1, 2000, an employee's continuous service will be calculated by adding their years of continuous service as at April 1, 2000 to their continuous service accrued based on hours paid after April 1, 2000.

Clarity Note:

Some permanent part-time shift workers regularly work more than part-time hours, increasing their vacation entitlement to more than their scheduled part-time hours. In order to take the full vacation

entitlement, they shall take their vacation days against their scheduled shifts, and add additional accumulated vacation time as vacation hours without those extra hours being attached to a scheduled shift. The maximum amount of time worked and vacation time will continue to be equivalent to their average hours per pay.

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

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

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

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Depending upon the requirements of the service, leaves of absence may be granted, in writing and without pay, to any employee for legitimate personal reasons. Permission to take an unpaid leave shall not be unreasonably withheld.

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

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

22.02 Pregnancy Leave:

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

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

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave

of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

(iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

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

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

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

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

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

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

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

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

22.03 Parental Leave:

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

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

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

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

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

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

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

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

Union Business:

22.04 Dependent upon the requirements of the service, leaves of absence shall be granted, without pay, to not more than three (3) employees at any one time, who are elected or otherwise appointed to represent the Union at conferences, seminars, conventions or

other matters of Union business. During such leave the employee(s) shall accumulate seniority and service.

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

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

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

ARTICLE 23 - BEREAVEMENT LEAVE

23.01 In the case of death in the immediate family of an employee, the Employer shall grant the employee the equivalent of one week per their scheduled hours within the bereavement period, without loss of pay. An employee's "immediate family", shall, for the purpose of this agreement, mean: parents, partner or spouse, child, brother or sister.

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

In the case of the death of an employee's grandparents, grandchild or parent-in-law, daughter-in-law, son-in-law, sister-in-law or brother-in-law, the equivalent of three (3) working days' leave of absence, without loss of pay, shall be granted in accordance with the conditions set out above. For example, full-time employees would receive three (3) working days' leave of absence and part-time employees would receive the equivalent of three (3) days of their Full-Time Equivalent (FTE). For employees who do not work a set schedule (relief and CIWs), the average weekly hours over the past month will be used to determine the equivalent of three (3) days.

In the case of the death of an employee's maternal or paternal aunt or uncle one (1) working day leave of absence, without loss of pay, to attend the funeral or memorial service. For example, full-time employees would receive one working day of leave of absence and part-time employees would receive the equivalent of one day of their Full-Time Equivalent (FTE). For employees who do not work a set schedule (relief and CIWs), the average weekly hours over the past month will be used to determine the equivalent of one (1) day.

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

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

The term "in-law" in this article shall be understood to apply equally to the aforementioned family members of lesbian and gay and common law couples.

ARTICLE 24 - EXPENSE REIMBURSEMENT

24.01 Employees using their own vehicle on authorized Employer business shall be reimbursed at the rate of \$0.50 per kilometre.

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

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

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

24.03 Employees shall be reimbursed up to one-hundred dollars (\$100.00) per fiscal year, with receipt, for the purchase of Employer-required footwear which is not mandated by law. Any footwear required under the Health & Safety Act shall be reimbursed as per the Act.

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

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

ARTICLE 25 - EMPLOYEE DEVELOPMENT

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

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

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

- 25.02 Provided approval is first obtained from the Employer, an employee may attend courses, conferences, seminars and workshops, etc. at their own expense, for which they shall be allowed time off work.
- 25.03 Where an employee is required to attend such a course outside their normally scheduled hours of work they shall be paid for time spent attending at their regular rate of pay. With their supervisor's approval they may drop a comparable number of hours from their schedule or carry lieu time forward in order to avoid overtime. The Employer shall cover reasonable expenses associated with attendance, and for travel time where the event requires travel of more than 50 kilometres each way.
- 25.04 Where several employees are attending the same event and circumstances make it feasible, Supervisors may suggest car pools.

Employees are expected to travel daily to training events where distance between home and office makes this feasible. What is feasible will be negotiated with the supervisor for each particular situation taking into account the times of the courses/training events/workshops attended.

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

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

ARTICLE 26 - RELIEF & CIW WORKERS

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

Relief Workers

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

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

Shift assignment for Relief Workers will be offered by seniority. If two or more Relief Workers are hired within the same week at one worksite, and work their first shift within the same pay period, the shift hours will be offered evenly by rotating the call-in list on a monthly basis until the next seniority list is published. For clarity and pursuant to Article 17.03, any job of less than three (3) months will be offered by seniority.

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

Crisis Intervention Workers

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

A Crisis Intervention Worker is one who is employed at HERS on a relief basis to meet short-term service delivery needs in circumstances when a regular employee is not available without premium pay or overtime, i.e. nights and weekends.

It is understood that Crisis Intervention Workers (CIW's) will work a schedule that they select based on their availability and will be called in and required to work when needed to meet short-term service delivery needs.

If two or more CIW's are hired at the same time and with the same availability, the shift hours will be offered evenly by rotating the call-in list on a monthly basis until the next seniority list is published.

26.02 It is understood and agreed that relief workers and Crisis Intervention Workers (CIW) shall belong to the bargaining unit. To maintain their status as employees, relief workers and CIWs who are offered shifts must work a minimum of six shifts every six (6) months excluding training and staff meetings.

26.03 The provisions of Articles 16.01 (a), 16.03(b), 16.08, 20, 21, 36 and Appendix "C" of the collective agreement do not apply to relief workers and CIW's, with the exception of section (i) Sick Leave Pool and Section (l) Employee Assistance Program. It is understood that for the purpose of Lay-off and Recall, Article 16.03(c) and 16.04 apply to relief workers and CIWS's within the Relief Worker and CIW Classification only, and not across the whole bargaining unit.

- 26.04 (a) No relief worker or CIW shall be discharged or disciplined without just cause, except that a relief worker or CIW shall be on probation until at least six (6) months after their first day of work and until they have completed four hundred (400) hours of work. During the probationary period a relief worker or CIW may be discharged if, in the opinion of their Supervisor(s), they are unsuitable for their duties. Seniority of relief workers and CIW's is established after the completion of the probationary period and shall then date back to their first day of work.
- (b) Seniority for the purpose of hiring, layoff, recall and bumping will accumulate based on hours paid in a manner that is consistent with the rules set out in Article 16.01(b).
- 26.05 (a) Relief workers and CIW's will be paid in accordance with Schedule "A".
- (b) (i) Vacation pay for relief/CIW's will be added to each pay cheque in an amount equivalent to six percent (6%), eight percent (8%), ten percent (10%) or twelve percent (12%) of the relief worker's earnings. The percentage of vacation pay to which a relief worker/CIW's is entitled shall be determined as follows. Effective April 1, 2000, there will be an initial determination of a relief worker's/CIW's seniority as at that date which will be treated as their completed "continuous service" as at that time. Relief workers/CIW's with less than five (5) years of continuous service shall have vacation pay paid at the rate of six percent (6%) of their earnings. Relief workers/CIW's who have completed five (5) years of continuous service but less than ten (10) years of continuous service shall have vacation pay paid at the rate of eight percent (8%) of their earnings, relief workers/CIW's who have completed ten (10) years of continuous service but less than twenty (20) years of continuous service shall have vacation pay paid at the rate of ten percent (10%) of their earnings and relief workers/CIW's who have completed twenty (20) years of continuous service shall have vacation pay paid at the rate of 12 percent (12%) of their earnings.
- Vacation pay entitlement will accrue based on continuous service, in accordance with (ii) below.
- (ii) Eighteen hundred and twenty (1820) hours are equivalent to one (1) year of continuous service. A maximum of 1820 hours can be credited in any twelve (12) month period. An employee will be entitled to be paid vacation pay at the five (5) year or ten (10) year or twenty (20) year rate at such time when their continuous service meets the necessary threshold requirement.
- (c) Relief staff/CIW's who work on a statutory holiday shall receive statutory holiday pay and time and a half for hours worked.

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

ARTICLE 27 – PROGRESSION ON WAGE GRID

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

ARTICLE 28 – SERVICE

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

Service will accumulate while an employee is on short-term Union business leave of less than two (2) weeks in a calendar year, pregnancy and parental leave, and leaves due to accident, sickness or disability (whether paid or unpaid). Service will not accumulate during other leaves.

ARTICLE 29 – INTRODUCTION OF NEW CLASSIFICATIONS

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

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

ARTICLE 30 – BARGAINING UNIT WORK

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

ARTICLE 31 – NEW SHIFT STRUCTURE

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

ARTICLE 32 – HEALTH AND SAFETY

32.01 Health and Safety and Respectful Workplace

The Employer and the Union recognize their joint obligation to:

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

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

32.03 Joint Health and Safety Committee

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

32.04 Damage to Personal Property

The Employer will compensate an employee for damage or loss of personal property including, but not limited to, clothing, eyeglasses and watches, in the event such property is destroyed by a client or other person acting against the employee as a result of their workplace relationship with a client (spouse etc.) while the employee is performing their regular duties. The Employer shall compensate by providing the replacement cost of the personal property to a maximum of \$250.00. This compensation will not apply if the employee was acting in contradiction to established work procedures, YWCA directions, or training.

ARTICLE 33 – PAY EQUITY

- 33.01 It is understood between the Parties that the YWCA is required to comply with the requirements of Pay Equity by Proxy.
- 33.02 In 2009, the parties will continue the work of Job Evaluation and updating the Pay Equity Plan according to Pay Equity Commission guidelines.
- 33.03 Annually, by March 31, Union and Management will negotiate Pay Equity adjustments for Bargaining Unit Employees.
- 33.04 The updated Pay Equity Plan and any adjustments thereto will be ratified by each party as required

ARTICLE 34 – PROFESSIONAL COLLEGES

- 34.01 There will be no requirement for any employee to become a member of a College without prior consultation with the Union, unless required by a Ministry directive, regulation or legislation.
- 34.02 Voluntary membership and/or non-membership in the College will not be a matter of discipline or used to select an applicant for a transfer or promotion.
- 34.03 Where legislation or the Employer requires employees to become members of a College, the Employer shall pay the costs of all registration and membership fees to a maximum of two hundred (\$200.00) dollars per year per employee.

ARTICLE 35 – CRIMINAL REFERENCE CHECKS

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

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

ARTICLE 36 – PENSION

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

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

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

- 36.02 Eligible Employee shall contribute for each pay period an amount equal to 5% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to 5% of Applicable Wages to the Plan.
- 36.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- 36.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the Plan if the Administrator so requests.

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

- i) To Be Provided Once Only At Plan Commencement:
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender

- ii) To Be Provided With Each Remittance:
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - Year to Date Contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) To Be Provided Initially And As Status Changes:
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status

- iv) To be Provided Annually but no later than December 1:
 - current complete address listing

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

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

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

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

ARTICLE 37 – RETURN TO WORK & ACCOMMODATION

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

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

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

ARTICLE 38 - WORKPLACE SAFETY AND INSURANCE ACT

38.01 The Employer shall provide each employee filing a Form 7 with a notice advising the Employee of the name and contact number(s) of the Employer's and Union's WSIB representative(s).

38.02 The Employer shall forward a copy of each WSIB Form 7 to the Union President immediately following its completion and submission to the WSIB.

ARTICLE 39 - FUTURE ANNUALIZED BASE BUDGET INCREASES

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

ARTICLE 40 - WAGE RE-OPENER LANGUAGE

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

ARTICLE 41 - BENEFITS

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

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

1. You are actively working for YWCA Peterborough Haliburton.
2. You are scheduled to work and regularly work for YWCA Peterborough Haliburton at least fifteen (15) hours each week.
3. You have been continuously employed by YWCA Peterborough Haliburton for a minimum of six (6) months, and have been paid by the YWCA Peterborough Haliburton for at least fifteen (15) hours each week during those six (6) months.
4. You reside in Canada.
5. You are not laid off.
6. Employees who have been off the benefit plan for six (6) months or more must serve a six (6) month waiting period to be eligible for benefits.

Employees are ineligible for group benefits if they are not otherwise a full or part-time permanent employee and are:

- a. on a contract replacing another employee or,
- b. on a short-term contract of 1 year or less

41.06 Coverage:

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

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

Effective April 1, 1993, Employee \$30,000.00, Spouse \$10,000.00, Each Child \$5,000.00.

(b) Prescription and Extended Health Care

No deductible; \$7.00 cap on dispensing fees. Ninety per cent (90%) coverage for drugs requiring a prescription and described Supplemental Health Care Services.

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

Combined maximum coverage of Five Hundred Dollars (\$500.00) annually for Acupuncturist, Naturopath, and Osteopath, per covered individual per calendar year. There shall be no deductible required for the use of Chiropractic services.

Combined maximum coverage of Five Hundred Dollars (\$500) annually for Psychologist, Social Worker/Counsellor, Master of Social Work or Psychotherapist.

Coverage will include ocular exam every two (2) years for employee only, up to Seventy-Five Dollars (\$75.00).

(c) Vision Care

No deductible.

Up to Three Hundred Dollars (\$300.00) per person per twenty-four (24) months.

(d) Audio Care

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

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

(e) Dental Plan

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

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

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

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

Major dental coverage (caps, crowns, bridges etc.) provided at Fifty percent (50%) coverage. Maximum combined (Basic and Major) coverage of Three-thousand and Five Hundred Dollars (\$3,500.00) per year.

(f) Short-Term Disability

The Employer shall provide a permanent full-time employee with a base of sixteen (16) paid sick days each calendar year. Such days shall have no cash value. It is understood that sick days may be used to provide care for a dependant. Full-time employees on probation shall have a base of one (1) sick day and shall accrue one (1) sick day per month during probation. After completing probation, the remaining allotment of sick days for the calendar year shall be available.

The sixteen (16) days shall be pro-rated for part-time employees according to the following formula:

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

In the second and subsequent years of employment, part-time employees will receive a base allotment of sick days according to the formula of sixteen (16) times the ratio of their hours worked over 1820 rounded to the nearest half-day.

The base allotment will be used as the starting point for the determination of "wellbeing" days and carry forward entitlements for part-time employees.

Seven (7) of the sixteen (16) sick days allotment to employees will be designated as "wellbeing" days. Employees may carry forward a maximum of six (6) unused sick days and four (4) unused wellbeing days to the following year, up to a maximum of twenty-six (26) days. The scheduling of wellbeing days is subject to the approval of the employee's supervisor.

(g) Long Term Disability

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

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

The definition of Disability is as follows:

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

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

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

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

(h) R.R.S.P.

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

(i) Sick Leave Pool

Effective April 1st of each year, the Employer will restore the sick leave pool to the level of Three Thousand Dollars (\$3,000.00), to assist eligible employees who are ill and who have exhausted sick leave entitlement. The pool, including eligibility criteria, shall be jointly administered by the Union/Management Committee.

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

(j) Benefit Arrangements for Employees Age 65 and Over

Employees age 65 and over are entitled to such benefits as the insurer is willing to provide. This does not include full Life Insurance, Accidental Death and Dismemberment or ASID or any other insurance that the insurer will not provide.

Extended Health, Vision Care, Audio Care and Dental Care coverage (either self-insured or through a carrier) will continue to be provided to employees age 65 and over to the same extent it is provided to employees under age 65, subject to the condition that:

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

(k) Benefits for Employees on an Approved Medical Leave

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

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

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

(l) Employee Assistance Program

Effective October 1, 2011 the Employer shall provide all Employees, including Relief and CIW workers access to an Employee Assistance Program (EAP).

ARTICLE 42 - TERM

42.01 This agreement shall be in full force and effect from 1 April 2020 until 31 March 2023 and shall continue from year to year unless either party gives to the other notice of its desire to bargain amendments within ninety (90) days prior to the expiry date. Upon receipt of such notice, the parties will forthwith meet for the purpose of bargaining.

SCHEDULE "A" - WAGE GRID**Rate Increases in Cents per Hour**

Pay Band	Top Band Rate	01-Oct-20	01-Oct-21	01-Oct-22
A (\$)	24.51 (\$)	0.25 (\$)	0.25 (\$)	0.25
B	27.80	0.28	0.28	0.28
C	32.49	0.33	0.33	0.33
D	26.19	0.26	0.26	0.26
D2	23.79	0.24	0.24	0.24
DM	23.04	0.23	0.23	0.23
DRM	20.42	0.20	0.20	0.20
E1M	22.94	0.23	0.23	0.23
E2	25.62	0.26	0.26	0.26
EM	22.36	0.22	0.22	0.22
ERM	19.54	0.20	0.20	0.20
F	20.73	0.21	0.21	0.21
H	19.27	0.19	0.19	0.19

Pay Band(s)

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

NOTES TO SCHEDULE “A” - WAGE GRID

1. Make annual Pay Equity adjustments to the grid applying the required rules:
 - ◆ Employees at the lowest pay bands must reach Pay Equity first.
 - ◆ All employees must receive some adjustment until they reach Pay Equity.
 - ◆ The Pay Equity adjustment must be applied to the individual and to the top and bottom of the pay bands.
 - ◆ The Employer must make adjustments equal to 1% of the previous year’s payroll for unionized employees.
 - ◆ Pay Equity adjustments will be negotiated with the Union annually and will take effect 1 January 2021, 1 January 2022, and 1 January 2023.
2. In cases where an employee moves from one job to another with the same grid as the job that the employee moved from, the employee would be placed on the grid in the new job so that they were receiving the same rate of pay that they were previously receiving. Similarly, the employee’s vacation entitlement would be unaffected and would remain the same.
3. If an employee moves from one job to another job with a higher pay band, the employee would be placed on the bottom of the grid for the new job, or would receive a two per cent (2%) wage increase, whichever is greater.

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

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

4. All rates shall be revised to reflect annual Pay Equity adjustments as required.
5. See the following schedule for wage increase on October 1, 2020, October 1, 2021, and October 1, 2022, agreed and administered as cents per hour so as not to increase the Pay Equity Wage Gap. (This will be in addition to the one percent (1%) Pay Equity adjustment required by law)

APPENDIX "A" – LEFT BLANK INTENTIONALLY

APPENDIX "B" – LEFT BLANK INTENTIONALLY

APPENDIX "C"
LETTER OF AGREEMENT RE JOINT BENEFITS
ADMINISTRATION COMMITTEE

The parties agree to formulate a Joint Benefits Administration Committee for the purpose of monitoring benefits costs and for controlling the same. The parties agree that should benefit premium costs increase more than 10% above the current levels in any one premium period, then the parties will meet to develop a plan for recovering the first \$5,000.00 of increased premium costs.

APPENDIX "D"
HEALTH AND SAFETY COMMITTEE

Promoting Health and Safety

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

A Shared Responsibility

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

Joint Health and Safety Committee

The Joint Health and Safety Committee (JHSC) is key to creating and maintaining a health and safety culture in the workplace. The JHSC identifies existing or potential sources of hazard or danger to workers, reports to the employer, and is kept informed of health and safety developments in the workplace by the employer.

The JHSC is composed of worker (chosen by the CUPE membership) and employer representatives with equal representation of union, and managerial, non-union members. The YWCA is required to have a joint health and safety committee of at least four (4) members who are all employees.

Goals of the JHSC

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

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

At least half the committee members must be worker members, (specifically workers who do not exercise managerial functions) at the workplace, who are selected by the workers. In a unionized workplace, the worker members must be chosen by the trade union or unions [subsections 9(7) and 9(8)].

The names and work locations of the members shall be posted in the workplace.

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

member of the committee representing the employer or constructor and at least one member representing the workers are certified.

The Ministry of Labour, Training and Skills Development recommends a term of at least one year. Where there is more than one worker member and one employer member, terms should be staggered to allow continuity. Vacancies should be filled as quickly as possible.

A member of the committee is considered to be at work when performing inspections of the workplace, investigating incidents, preparing for and attending meetings of the committee, and participating in approved training as a certified member of the committee.

JHSC Meetings

- The JHSC meets at minimum 4 times a year
- The annual meeting schedule will be agreed to at the 1st meeting of each year
- The committee is co-chaired by 1 union representative (chosen by the membership), and 1 management/non-union representative
- Agendas prepared by the co-chairs are sent to members by email one week before the meeting and contain meeting time and location, and all items for discussion.
- Members with an item for the agenda will contact both co-chairs directly.
- Minutes will include discussion highlights, decisions, action items with lead and due date; minutes will be distributed by email within one week of the meeting.
- Copies of the minutes will be stored on employee bulletin boards and available for review by a Ministry Inspector.
- Quorum is required in order to comply with the OHSA and to ensure consistent and shared commitment to the goals of the JHSC. Ideally, both co-chairs should be present at every meeting. At no time shall the management representatives outnumber the worker representatives.

Workplace Inspections

Monthly inspections of the workplace are performed by the designated worker member of the joint health and safety committee help to identify hazards and thereby prevent or mitigate workplace injuries and illness.

Reporting Hazards

If a source of danger or hazard is reported to the committee by a designated worker who carried out a workplace inspection, the committee or members of the committee are required to consider the information within a reasonable period of time. The committee would then typically make written recommendations to the employer or constructor to address the identified hazard(s). The Act requires that the employer provide a written response within 21 days, to any **written recommendations** from the committee.

Any source of hazard or danger identified during a workplace inspection that requires immediate attention shall be reported to the nearest supervisor or the employer.

Employer Responsibilities for committee recommendations

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

Worker Responsibilities

A worker must report any hazard or contravention of the Act to the employer or supervisor [clauses 28(1)(c) and 28(1)(d)]. As a best-practice it may also be advisable to alert the JHSC that the matter has been presented to the employer. If the matter is not resolved to the worker's satisfaction, a worker should then formally inform the committee. The committee has the power to make recommendations to the employer in respect of the identified hazard.

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

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

In these instances, written recommendations may include the following:

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

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

A committee member, who represents workers, must be present during the employer or supervisor's investigation of a work refusal [subsection 43(4)]. This investigation is typically conducted by the supervisor.

If the issue is not resolved following the employer's investigation under subsection 43(4), the employer, a worker or other person on behalf of the employer or worker must notify a Ministry of Labour, Training and Skills Development inspector [subsection 43(6)]. The inspector is required to investigate the work refusal in consultation with specified persons, including the committee member where applicable [subsection 43(7)].

Committee Responsibilities in the event of a worker's critical injury or death

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

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

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

Note: A person is “critically injured” for the purposes of the Act if he or she has an injury of a serious nature that places life in jeopardy, produces unconsciousness, results in substantial loss of blood, involves the fracture of a leg or arm but not a finger or toe, involves the amputation of a leg, arm, hand or foot but not a finger or toe, consists of burns to a major portion of the body, or causes the loss of sight in an eye (R.R.O. 1990, Regulation 834 – Critical Injury Defined).

What sort of information can the joint health and safety committee expect to obtain?

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

Where a person is killed or critically injured from any cause at a workplace the employer must immediately notify the Ministry and the JHSC [section 51].

The employer must notify the JHSC, within four days, of lost time injuries caused by accident, explosion, fire or incident of workplace violence at the workplace, and must report any occupational illnesses or any compensation claim of occupational illness of which he or she has knowledge [section 52].

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

The Workplace Safety and Insurance Board, at the request of the joint health and safety committee, is required to send an annual summary of data relating to the number of fatalities, lost workday cases, workdays lost, non-fatal cases requiring medical care (but not involving lost workdays) and incidence of occupational illnesses [section 12].

The joint health and safety committee expect from the employer?

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

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

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

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

LETTER OF UNDERSTANDING

between
YWCA Peterborough Haliburton
(hereinafter called “the Employer”)
and
Canadian Union of Public Employees
AND ITS LOCAL 3521
(hereinafter called “the Union”)

During collective bargaining the parties discussed the issue of full time and part time employees not working their scheduled shifts. Although the parties recognize there may be occasions where there is a good and valid reason for an employee to miss a shift or shifts, failure to work scheduled shifts on a frequent basis or without good and valid reason will not be tolerated and will be addressed by the Employer as appropriate based on the particular circumstances.

This Collective Agreement April 1, 2020 to March 31, 2023, was signed and dated at Peterborough, this 2nd day of December, 2020.

FOR THE UNION:

FOR THE EMPLOYER:

Sheryl Nelson

Kim Dolan

Terri Nolan

Amanda English
