

COLLECTIVE AGREEMENT

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COLLECTIVE AGREEMENT

BETWEEN:

KITCHENER-WATERLOO YWCA
(hereinafter called the "Employer")

and

UNIFOR AND ITS LOCAL 302
(hereinafter called the "Union")

Preamble

Whereas staff and volunteers of the YWCA are part of a women's organization whose purpose is:

"Enriched by the Christian faith and by world-wide membership, the Young Women's Christian Association seeks to provide opportunities for personal growth, to deepen concern for human needs and to act responsibly in the world community".

The work of the Employer is premised on the participation of staff and volunteers in a wide range of services for women in the Kitchener-Waterloo area with emphasis on involvement by women in social change. The Employer's work depends on financial support from the community for its continued operation.

and

Whereas the union by certification dated June 19, 2002, is the certified bargaining agent of all full-time employees of the Kitchener-Waterloo Young Women's Christian Association, save and except for: the Assistant to the Chief Executive Officer, Co-ordinators, Directors, Managers, Administrators, persons at or above the rank of Co-ordinator and persons regularly employed less than twenty-four hours per week.

Now Therefore This Agreement Witnesseth:

ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees and to provide orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the YWCA.

ARTICLE 2 - UNION RECOGNITION

2:01 The Employer recognizes the Union as the sole collective bargaining agent for all employees covered by this Agreement, and agrees that it will not enter into any other Agreement with employees either individually or collectively which will conflict with any of the provisions of this Agreement.

2:02 The Employee and the Union shall not discriminate against an employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **sex, sexual orientation, gender identity, gender expression**, age, record of offences, marital status, family status or disability.

The parties agree that they will abide by the Ontario Human Rights Code.

Harassment in the Workplace

The Employer and UNIFOR are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome", that denies individual dignity and respect on the basis of grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the provincial Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any Association facility and includes areas such as offices, residences, child-care areas, rest rooms, cafeterias, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry.
- Practical jokes, pushing, shoving, etc., which cause awkwardness or embarrassment;
- Posting or circulating of offensive photos or visual materials;
- Refusal to work or converse with an employee because of their racial background or gender, etc.
- Unwanted physical conduct such as touching, patting, pinching, etc.
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assignment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Filing a complaint:

If an employee believes she/he has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behaviour;
- Inform the individual that is doing the harassing or the discriminating against you that the behaviour is unwanted and unwelcome;
- Document the events, complete with times, dates, location, witnesses and details.
- Report the incident to Supervisor/Committee person.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative/Employer official.

Investigation:

Upon receipt of the complaint, the Supervisor/Committee person contacted will immediately inform their Union or Employer counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing.

Properly completed copies of this complaint will be forwarded to the Human Resources Manager and the Unit Chairperson.

A formal investigation of the complaint will then begin by the Chairperson and Human Resources Manager or their designates, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed.

Resolution:

The Chairperson and Human Resources Manager or their designates will then complete a report on the findings of the investigation. The Chairperson and the Human Resources Manager will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair and consistent with the intent of the Employer and National UNIFOR policy regarding discrimination and harassment in the workplace.

At the conclusion of this step, the complaint, if unresolved, will be inserted into the second step of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at the second step of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights Complaint procedure.

The pursuit of frivolous allegations through the Human Rights Complaint Procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

- 2:03 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them because of an employee's membership or non-membership in the Union, activity or lack of activity in the Union.
- 2:04 The Employer will supply the Union with a list of Unit Directors and other persons with first line authority over bargaining unit employees within one (1) month of changes. The list will be adjusted when changes occur. In addition the Employer will notify the Union of the name of the Chief Executive Officer.
- 2:05 It is agreed that the word "employee" or "employees" whenever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as hereinbefore defined.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3:01 The Union recognizes, except as specifically modified by the terms of this Agreement, the exclusive right and function of the Employer to manage and direct its operation and affairs in all respects, and without limiting or restricting this right and function:
- (a) to maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees in the bargaining unit.
 - (b) to determine the kinds of services to be performed; the allocation of personnel and resources.
 - (c) to classify and determine the content of each job for the most productive service, employ new personnel, select for new or vacant positions, transfer, suspend or otherwise discipline or dismiss employees for just cause, providing that a claim for unjust discipline or discharge by an employee who has completed her/his probationary period may be the subject of a grievance and dealt with as hereinafter provided.
 - (d) to continue the present practice of using volunteers and students in the delivery of direct service. It is understood that volunteers shall not perform bargaining unit work in excess of ten percent (10%) of the total hours worked by the bargaining unit. Management will provide a summary of bargaining unit work performed to the

Union on a quarterly basis.

ARTICLE 4 - UNION REPRESENTATION

- 4:01 (a) The Union shall elect or otherwise select a Union Committee composed of not more than four (4) employees. The employer will recognize the said Union Committee for the purpose of handling any grievances or bargaining on any matter properly arising from time to time during the continuance of the agreement including negotiations for or renewal of any Agreement. It is understood that modifications to the Collective Agreement during its term will not be made unless the Union Representative and Employer agree.
- (b) In addition to the four (4) employees mentioned in 4.01 (a) above, the Employer will recognize two (2) Union Stewards, to be elected or appointed by the Union, to assist employees in the presentation of any grievance that properly arises under the provisions of this Collective Agreement.
- 4:02 The Union Committee shall have the right at any time to the assistance of a UNIFOR National Representative, Local President or Designate when meeting with the Employer or the Employer's representative. Such a representative shall have, with the Employer's consent, access to the Employer's premises to discharge such duties as a representative of the Union at a reasonable time so as to allow the attendance of all parties involved provided that there is qualified staff coverage approved by the Employer and advance notice of one week.
- 4:03 The Union and the Employer recognize that the Union Committee has regular duties to perform on behalf of the Employer and such persons shall not leave their duties on Union business without first giving reasonable advance notice and obtaining permission from her/his Management Supervisor. Such permission will not be withheld provided that there is qualified staff coverage which is approved by the Employer.
- 4:04 a) The Employer shall pay the Union Committee all regular hours spent on direct negotiations with the Employer, up to and including one conciliation meeting. Notwithstanding, in the event that an employee was scheduled off on a day negotiations were held, the day will be treated as a day of work and their schedule will be adjusted to provide an alternate day off without pay.
- (b) The Union Committee Members and the Grievors shall receive their regular pay for all regularly scheduled working hours lost due to the handling of grievances as properly provided under Article 6 when it is during the employee's regular working hours on the premises of the Employer.
- 4:05 The Union agrees to supply the Employer with the name of the Union Committee Members and will keep such list up to date at all times.
- 4:06 The Employer agrees during the lifetime of this Agreement to deduct Union dues from each pay cheque and to remit same not later than the 15th day of the following month to the Secretary Treasurer of the Local Union. The Employer shall when remitting such dues, list the names of the employees from whose pay such deductions have been made.

- 4:07 (a) An employee elected or appointed by the union to attend to Union business will be granted a leave of absence for a period of up to thirty (30) working days per year. The Union will give four (4) weeks notice of such leave where possible but, in any event, a minimum of two (2) weeks notice.
- (b) An employee selected to fill a position with the Union on a full-time basis shall be allowed a leave of absence without pay or loss of seniority for **thirty-six (36)** months, with a possible extension to be granted by the Employer, at which time they will lose their seniority **and shall be deemed terminated** if they do not return.
- (c) It is understood that under this article such leave will be granted provided it does not interfere with the efficient operation of the Employer.
- (d) Any leave of absence granted in a) and/or (b) above, the Employer agrees to continue payment of wages and benefits and bill the Local/National within ten (10) days.
- 4:08 The Union Committee shall have super seniority in the bargaining unit in the event of lay-off or recall provided that they have the ability to perform the normal required work.

The Steward and Health & Safety Co-Chair shall have super seniority in their classification on the shift they are working in the event of layoff or recall, provided they have the ability to perform the normal required work.

ARTICLE 5 - UNION SECURITY

- 5:01 All employees covered by this Agreement shall have Union dues deducted bi-weekly from each pay cheque.
- 5:02 New Employees: Time will be made available during the first month of employment for the employee representative to meet for up to fifteen minutes with each new employee during regular working hours. Scheduling of such meetings requires Employer consent.
- 5:03 The Employer shall send to the Union office each month a list of names, addresses and job classifications of all new employees who are covered by this Agreement and the names and current addresses of those employees who have terminated employment during that month. In addition the Employer will notify the Union of the reason for any termination by designating one of the following: resigned, retired or discharged.
- The Employer agrees to send to the National and Local Union, a complete list of names, addresses and telephone numbers, quarterly to allow the Union to keep contact with its members.
- 5:04 New employees shall have deductions for Union dues made from the first pay of the month following completion of three (3) weeks employment.

All present seniority employees will be required to continue to be members of the Union and new probationary and newly hired employees shall become members and continue to be members as a condition of employment.

5:05 T-4 slips issued annually to employees shall show deductions made for Union dues.

The Employer will deduct from the pay of each employee, including probationary employees, the monetary dues and other assessments authorized by the Constitution of the Union. The Union will notify the Employer in writing two months in advance of any changes in the monthly deduction to be made.

ARTICLE 6 - COMPLAINT AND GRIEVANCE PROCEDURE

6:01 Definition of Grievance

- (a) For the purpose of this Agreement "Grievance" is defined as a dispute, claim, or complaint involving the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- (b) It is understood that informal meetings in order to resolve problems without recourse to the formal grievance procedure will be encouraged by both parties.

6:02 Step 1 - Complaint Procedure

An employee having a complaint will make known to her/his Management Supervisor the fact she/he has a complaint within ten (10) working days after the circumstances giving rise to the complaint. A meeting shall be held within five (5) working days of receipt of the complaint between the employee, the Union Committee or designate, and the Management Supervisor, who may request the presence of an additional management representative. A decision from the Management Supervisor shall be delivered within five (5) working days after such meeting.

The employee may be assisted by a committee person, if requested.

6:03 Step 2 - Grievance Procedure

Failing settlement at Step 1:

Within five (5) working days of the completion of the complaint procedure mentioned above, the complaint will be treated as a grievance and such grievance may be submitted, in writing, by the employee who may be accompanied by the Union Committee to the Chief Executive Officer or her designate. The Chief Executive Officer, who may request the presence of one or more additional representative of the Employer, shall convene a meeting to consider the grievance at Step 2, within five (5) working days. The grievor shall have the right to be present and shall be accompanied by the Union Committee and the Union Representative. The Chief Executive Officer shall deliver her decision, in writing, within five (5) working days from the date of such meeting. At the same time the Chief Executive Officer will mail a copy of such decision to the Union Representative.

Failing settlement at Step 2, either the Union or the Employer may submit the grievance to arbitration within fifteen (15) working days of the date of the decision of the Chief Executive Officer or her designate at Step 2.

6:04 Step 3 - Grievance Procedure

Failing settlement at Step 2:

The parties may mutually agree to proceed to Mediation/Arbitration at Step 3 before proceeding to arbitration under Article 8.

- 6:05 Where two or more employees have a grievance of a similar nature, the Union may initiate such grievances as a group grievance at Step 2 of the Grievance Procedure, provided such group grievance is presented in writing within ten (10) working days of the incident giving rise to the grievance.
- 6:06 The time limits in the grievance procedure may be extended by mutual consent in writing by the parties.

ARTICLE 7 - POLICY GRIEVANCE

- 7:01 It is mutually agreed that if either the Employer or the Union have a grievance, as defined in Article 6 -Complaint and Grievance Procedure, the grievance may be initiated at Step 2 of the Complaint and Grievance Procedure, as a Policy Grievance, provided such policy grievance is presented in writing within ten (10) working days of the incident giving rise to the grievance. A policy grievance relates to the interpretation, application or alleged violation of the Agreement.

ARTICLE 8 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 8:01 a) An employee who is to receive a verbal or written warning, suspension or discharge shall be removed from her/his workstation and taken to a place of privacy.
- b) An employee who is discharged shall be given the opportunity to meet with her/his committee person or her/his steward in a private area before leaving the Employer's premises unless it may affect the health/safety of herself/himself or other employees, or be of such nature that it would be inadvisable to retain the employee in the workplace.
- 8.02 An employee who is to receive a verbal warning, written warning, suspension or discharge shall have a Union representative at such meeting providing the Union representative is immediately available.
- If no union representative is immediately available, the employee shall have another employee of their choosing present.
- 8.03 An employee who is discharged or suspended may file a grievance at Step 2 of the Grievance Procedure within three (3) working days after such discharge or suspension. An employee who is discharged during their probationary period shall not be the subject of a grievance for discharge.

- 8.04 In the event that a period of one (1) year has elapsed since discipline was placed in an employee's personnel file and no further discipline has been placed in the employee's personnel file subsequent to the time of such placement, such discipline will be removed from the employee's personnel file. For the purpose of this clause, the period referred to above shall be a period of active employment.
- 8.05 In case of discharge and/or suspension of an employee, the employee and the Union representative would be notified. The Union representative, Local President or designate, would be allowed privacy with the employee in an office to discuss the problem. The employee and Union National representative or Unit Chairperson would meet with the Employer and try to resolve the problem. In the event the problem is not resolved, it will proceed as decided by the employee and the Union.
- 8:06 An employee shall, upon written request, be granted the opportunity to view her/his personnel file provided that the Chief Executive Officer or her designate is present.

Information to be viewed will be:

1. Application form
2. Written warnings and evaluations
3. Medical file
4. Incident reports.

ARTICLE 9 - ARBITRATION PROCEDURE

- 9.01 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 any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) working days of the reply under Step 2.
- 9.02 The Arbitrator shall be selected by the parties from the following list in rotation:
- George Surdykowski
Russell Goodfellow
- In the event the Arbitrator selected by the parties is unable to act, the particular case will be referred to another named Arbitrator on the list or another Arbitrator as mutually agreed.
- 9.03 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 9.04 Each of the parties hereto will jointly share the fees and expenses, if any, of the Arbitrator.
- 9.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

9.06 The Arbitrator shall not have jurisdiction to award compensation in any case beyond the period of up to thirty (30) days prior to the date of the filing of the grievance.

ARTICLE 10 - UNION/EMPLOYER MEETINGS

10:01 The Union Committee and the Employer shall meet at a time mutually agreed upon for the purpose of discussing matters arising out of the administration of this Agreement. The party requesting such a meeting shall endeavour to supply an agenda of the matters to be discussed at least two (2) days prior to the meeting and the meeting between the parties will be held within fourteen (14) calendar days following the request for such a meeting.

ARTICLE 11 - STRIKES/LOCKOUTS

11:01 There shall be no strikes or lockouts so long as this Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 12 - SENIORITY

12:01 A newly hired employees, with the exception of Residential Care Workers will be considered on probation until after they have completed forty-five (45) days of work within any twelve (12) calendar months. Residential Care Workers will be considered on probation until after they have completed sixty (60) days of work within any twelve (12) calendar months. Upon completion of such probationary period, the employee's name will be placed on the appropriate seniority list with seniority dating from the date she/he was last hired by the Employer.

12:02 Seniority is defined as length of service from the last date of hire in the bargaining unit and shall be applied on a bargaining unit-wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, assignments, layoffs, recall as set out in other provisions of this Agreement. **In the case where more than one employee is hired on the same date, seniority for those employees will be determined by employee number, it being understood that a lower number represents greater seniority.**

12:03 A layoff shall be defined as a reduction of the number of positions in the bargaining unit. However, in the event of a reduction of 5% or more of regular hours in a pay period, or where the reduced hours result in a change of employment status, an employee affected may elect to have the reduction of hours declared a layoff. That election must be confirmed in writing to the employee's immediate supervisor within five (5) calendar days of being notified of the reduction in hours.

As soon as management becomes aware of a reduction of hours for staff in programs directed at Children that is expected to last less than a two-week period, employees shall be given a forty-eight hour notice of such reduction in hours and shall receive their full pay for their ordinarily scheduled hours within that forty-eight hour period.

12.04 An employee shall lose all seniority and her/his employment shall be deemed to be terminated if she/he:

- a) **Voluntarily resigns or retires from employment with the Employer;**
- b) **Is discharged and the discharge is not reversed through the grievance and arbitration procedure;**
- c) **Fails to return to work within ten (10) working days after being recalled from layoff to a permanent position by the Employer, by registered mail;**
- d) **Overstays a leave of absence or vacation without notification of exceptional circumstances to the Employer, subject to the approval of the Employer;**
- e) **Is absent from work for three (3) days without notifying the Employer and without providing a satisfactory reason to the Employer;**
- f) **Is absent from work due to a layoff for a period equal to the length of service from the date of hire or 24 months, whichever is less;**
- g) **Takes employment elsewhere during a leave of absence or otherwise uses a leave of absence for the purpose other than that for which the leave was granted, without prior written permission of the Employer;**
- h) **Is absent from work for a period of twenty-four (24) months or more due to illness or injury, subject to the Human Rights Code;**

12:05 The Employer will supply the Union Committee members with sufficient copies of the seniority list to post one in each work location quarterly or as requested in special circumstances. This list will be prepared quarterly and issued within one (1) month of the last pay period in each quarter. A copy will be forwarded to the Local Union Office.

- 12:06 (a) Union
There shall be at least one (1) month's notice to the Union and employees in writing in the event of a proposed layoff of a permanent or long term nature which affects or could affect the bargaining unit.
- (b) Employees
In the event of a layoff as identified in 12:05 (a) the Employer will provide employees with Notice of Layoff of one (1) week for each year of service to a maximum of eight (8) weeks in accordance with the provisions of the Employment Standards Act. A copy of the Notice of Layoff of an employee will be provided to the Union at the same time.

When layoffs are necessary, the following shall be the order of layoff:

- i) casual employees
 - ii) part-time and full-time probationary employees
 - iii) temporary part-time employees
 - iv) part-time employees
 - v) temporary full-time employees
 - vi) full-time employees
- (c) When it becomes necessary for the Employer to implement a short-term lay-off, i.e., defined as a layoff of thirteen (13) weeks or less, the Employer will give employees affected at least five (5) working days of notice of lay-off in writing. The

Employer will meet with the Union Committee to inform them of the employees to be affected and to discuss possible ways to minimize the impact of the layoff.

- 12:07 (a) In the event of layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
- i) accept the layoff; or
 - ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification with minor orientation. Such employee so displaced shall be laid off subject to the layoff procedure.
- (c) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- (d) i) Recall of employees after layoff shall be by seniority in their classification (Article 12). The Unit Chairperson shall receive of all recall and layoff notices.
- ii) An employee recalled to work in a lower or same classification from which she/he was laid off shall have the privilege of returning to the position she/he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (e) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (f) It is the sole responsibility of the employee who has been laid off to notify the Employer of her/his intention to return to work within five (5) working days (exclusive of Saturdays, Sundays, and paid holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her/his proper address being on record with the Employer.
- (g) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

- (h) No full-time employee within the bargaining unit shall be laid off or prevented from being recalled by reason of her/his duties being assigned to one or more part-time employees.
- (i) In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (j) A laid-off employee shall retain the rights of recall for a period equal to the length of service or twenty four (24) months, whichever is less, from the date of layoff.

12:08 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Complaint and Grievance Procedure.

12:09 School Age Child Care

- (a) The Employer will recognize seniority back to the last date of hire, deeming June to September breaks in continuous service as "lay-off" for full-time, and seniority on accumulated hours for part-time.
- (b) Seniority will be recognized for purposes of job posting applications, vacation entitlement, and recall to their own classification and program but will not apply to bumping rights into any other classification in the Collective Agreement.
- (c) The Employer will not be required to place eligible full-time employees in School Age Child Care classifications into the pension plan on a retroactive basis, but all eligible full-time employees in this classification will be enrolled as soon as possible after their seniority is established and the employees notified by letter. Part-time employees may exercise their option under the terms of the pension plan.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

13:01 While it is understood that many employees normally work Monday to Friday 9 a.m. to 5 p.m. both parties also recognize that, due to the flexible nature of the services provided by the Employer, some employees will be regularly scheduled to work other than these hours. Therefore an employee's specific hours will be determined by her/his Management Supervisor.

- 13:02 (a) Normal working hours for all employees will not exceed eighty (80) hours over a two-week pay period. Any approved hours of work in excess of eighty (80) hours over a two week pay period, but not more than eighty-six (86) hours over the same two week pay period will be compensated by equivalent time off, or regular rate of pay for hours worked to be taken at a time determined by the employee with the approval of her/his supervisor. All approved hours worked in excess of eighty-six (86) hours over a two week pay period will be paid at the rate of time and one-half (1-1/2) of the employee's regular rate of pay, with no equivalent time off. It will be the employees' responsibility to identify on their time sheet their preference or they will be paid for their time.

Banked time, including any banked Paid Holidays, shall be limited to a maximum of the employee's regular biweekly scheduled hours, per calendar year. Banked time earned between the 15th of December and January 2nd must be scheduled by March 31st of the new year, to be used by June 30th. All other banked time earned in the first half of the year must be used by June 30th. All other banked time earned in the second half of the year must be used by year end. No employee will lose banked hours as a result of this provision.

- (b) The Employer will endeavour to schedule employees to work no more than two weekends in a four (4) week period unless required to fill vacancies caused by vacation, sick leave, leave of absence, and provided that positions were not filled as weekend postings.
- (c) While it is Management's right to schedule all hours of work, schedules will be posted four (4) weeks in advance of the work period. It is understood that changes will be made as required and employees notified by their supervisor.

If it is necessary for the Employer to establish new shifts or change starting and stopping times on a permanent basis, such changes will be discussed with the Union Committee before implementation.

13:03 Rest Period

A paid rest period of 15 minutes shall be provided during the first half of each three and three-quarter hour period of work for all employees. Where the work conditions require it, the paid rest period may be added to the lunch period. Residential Care Workers will be entitled to coffee breaks as per past practice.

- 13:04 a) It is recognized that staff meetings are an effective means of communication between management and staff. The Employer will maintain its practice of holding staff meetings as required. The Employer shall pay employees for time spent in staff meetings or any other meeting required by the Employer.
- b) Employees shall be allowed to put items forth on an agenda sheet which will be posted ten (10) working days in advance. The Manager will post the meeting dates ten (10) working days in advance.

13:05 Program Closure

In the event that the YWCA declares a Children's Services program **site** closed due to adverse winter weather conditions, employees **scheduled to work at the site on the day of program closures** shall receive up to **two (2) snow days** per calendar year in which they receive regular wages for that missed **day(s)** of work.

ARTICLE 14 - VACATIONS

14:01 The following vacation schedule shall apply to all employees:

- (a) An employee who has completed less than one (1) year of continuous employment

as of and including June 30th, in any current year, shall receive vacation pay according to the Employment Standards Act (4% of gross earnings).

Such employees will be entitled to the following vacation time off:

11 months	9 working days
10 months	8 working days
9 months	7 1/2 working days
8 months	7 working days
7 months	6 working days
6 months	5 working days
5 months	4 working days
4 months	3 working days
3 months	2 1/2 working days
2 months	2 working days
1 month	1 working day

- (b) An employee who has completed one (1) or more years, but less than two (2) years of employment as of and including June 30th, in any current year, shall receive two (2) weeks vacation time off and four percent (4%) of their gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (c) An employee who has completed two (2) or more years, but less than four (4) years of employment as of and including June 30th, in any current year, shall receive two (2) weeks vacation time off and five percent (5%) of their gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (d) An employee who has completed four (4) or more years, but less than six (6) years of employment as of and including June 30th, in any current year, shall receive three (3) weeks vacation time off and six percent (6%) of their gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (e) An employee who has completed six (6) or more years, but less than nine (9) years of employment as of and including June 30th, in any current year, shall receive three (3) weeks vacation time off and seven percent (7%) of their gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (f) An employee who has completed nine (9) or more years, but less than twelve (12) years of employment as of and including June 30th, in any current year, shall receive four (4) weeks vacation time off and eight percent (8%) of their gross earnings from July 1st of the previous year to and including June 30th of the current year.
- (g) An employee who has completed twelve (12) or more years, but less than fifteen (15) years of employment as of and including June 30th, in any current year, shall receive four (4) weeks vacation time off and nine percent (9%) of their gross earnings from July 1st of the previous year to and including June 30th of the current year.

current year.

- (h) An employee who has completed fifteen (15) or more years of employment as of and including June 30th, in any current year, shall receive five (5) weeks vacation time off and ten percent (10%) of their gross earnings from July 1st of the previous year to and including June 30th of the current year.

14:02 (a) The Employer agrees to endeavour to schedule vacations so that employees can receive at least three (3) weeks of their vacation entitlement consecutively. It is understood and agreed that the Employer will give every consideration as to the preference of time at which employees wish to take their vacations, but of necessity the Employer must reserve the final decision as to the scheduling of vacations.

- (b) A vacation sheet will be provided within each department for employee's selection by **February 15th** for completion by **March 31st**. Seniority will be the basis for allocation of conflicting vacations between two (2) or more employees. After **March 31st**, vacation will be given on a first come basis. All vacation time requested for the months of July and August must be booked by May 15.

In any event, all vacation entitlements for the upcoming vacation year must be booked by June 30.

With respect to staff employed within the Children's Services Department, employees will be encouraged to take vacation during periods of low enrolment. For programs that close at set periods of the year, staff will normally use vacation during these periods.

14:03 An employee who leaves the employ of the Employer for whatever reason shall be paid the vacation allowance as provided therein on a prorated basis.

14:04 a) The employee will receive vacation pay by direct deposit into the employee's account at a financial institution on the regularly scheduled pay day(s) occurring during the employee's vacation period.

- b) Employees may receive their vacation pay in the week immediately preceding their vacation, providing they give the Employer 30 calendar days prior notice.

14:05 Vacation shall be taken between July 1st of the current year and June 30th of the following year. Vacations earned in more than one vacation year may not be taken consecutively.

14:06 An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation shall have her/his vacation rescheduled after all other vacation periods have been granted, providing the employee provides satisfactory medical evidence to her/his Unit Director of such illness. If during the employee's vacation she/he becomes incapacitated and is confined to bed under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled. The employee is responsible for notifying the

Unit Director of such incapacitation when it occurs. It is understood that the rescheduling of vacation must be taken before June 30th of the current year and such rescheduling is without pay.

- 14:07 Scheduling of vacations will be based on the conditions outlined in the second sentence of Article 14:02. Notwithstanding anything to the contrary, subject to the Employer's agreement on the actual days that can be taken off for vacations, the employees can take up to three (3) weeks vacation on the basis of individual days, if that is what the employees request in writing. It is understood and agreed that if at any time during the life of the Collective Agreement the Employer believes for any reason that the taking of individual vacation days is no longer a workable option, the Employer can put a halt to the scheduling of vacation days on an individual basis.
- 14:08 Providing employees submit to the employer one month in advance and subject to Management approval, of which requests will not be unreasonably denied, employees may use their vacation in co-ordination with a leave of absence. Emergency requests can be reviewed on an individual basis.
- 14:09 Employees with three (3) or more weeks vacation may in writing request one week's vacation in a weekly allowance, providing such request is made in writing prior to December 15 of the vacation year. Such payment will be combined with the employees' regular pay cheque. It is understood and agreed that if at any time during the life of the Collective Agreement the Employer believes for any reason that the above is no longer a workable option, the Employer can cancel.
- 14:10 When an employee who has worked sufficient time to draw vacation pay dies, the authorized beneficiary or estate shall be entitled to her/his vacation pay.

ARTICLE 15 - PAID HOLIDAYS

15:01 Employees are entitled to the following paid holidays:

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

- (a) In addition to the holidays specified in Clause 15:01, employees will be granted **two (2) paid floater days** on an individual basis, subject to ten (10) working days' notice and provided the ability of the YWCA to maintain service is not curtailed. **These floater days** will be recorded as earned on February 1st.

15:02 Payment for paid holidays will be calculated as follows:

All regular wages and vacation pay earned by the employee in the four weeks ending immediately before the week which includes the paid holiday are added, and this total is divided by twenty (20); or regular day's pay, whichever is greater.

- 15:03 In order to qualify for holiday pay, the employee must work her/his last full scheduled shift immediately preceding and her/his first full scheduled shift immediately following the holiday. However, an employee shall not lose her/his holiday pay if absent on either or both qualifying days provided she/he is absent with the specific written permission of the Employer and provided she/he has been at work within seven (7) days of the holiday, either before or after such holiday, except in the case of a personally verified illness as confirmed by a Doctor's certificate, when required by the employer. As well, in the event of a death in the family, emergency, and other reasons acceptable to Management the foregoing qualifiers would not apply and the employee would be eligible for the paid holiday.
- 15:04 If a paid holiday falls or is observed during an employee's vacation period or bereavement leave, she/he shall be granted an additional day of vacation or bereavement leave with pay for each holiday in addition to her/his regular vacation time provided she/he worked her/his last scheduled full shift immediately before going on vacation or bereavement leave and she/he worked her/his first regular scheduled full shift immediately following the vacation period or bereavement leave.
- 15:05 If a holiday falls on a non-working day, the employee shall have the choice of receiving another normal working day off, or receiving payment for the paid holiday. The amount of the payment will be made in accordance with 15:02.
- 15:06 If a qualified employee is required to work on a paid holiday, the employee will be paid time and one-half the regular rate for those hours worked on the paid holiday, in addition to the employee's paid holiday pay as calculated under 15.02.

Or

If a qualified employee is required to work on a paid holiday, the employee will be paid time and one-half the regular rate for those hours worked on the paid holiday and will receive a day off with pay on a mutually agreeable date.

The above options are at the employee's discretion. However, if the employee elects the lieu day she/he will notify her/his supervisor within seven (7) working days prior to the paid holiday.

ARTICLE 16 - HEALTH AND WELFARE

- 16:01 Effective January 1, 1996, the Employer agrees to implement a Defined Contribution Pension Plan. Such plan will provide:

The employee will contribute four percent (4%) of the employee's earned income, and the employer will contribute four and one-half percent (4 1/2%) of the employee's earned income to the Defined Contribution Pension Plan.

Employees hired after April 12, 1996, will have a waiting period of nine (9) months from last date of hire before being enrolled in the Defined Contribution Pension Plan.

Enrolment date is the first of the month following the completion of nine (9) months of continuous service.

Once enrolled, employees will remain enrolled until termination of employment with the Employer or retirement.

- 16:02 (a) The Employer will pay one-hundred percent (100%) of the premium cost of the following plans for all employees working on a full-time basis in the first pay period following the completion of their probationary period:

Benefits for Full-Time Employees Only:

- i) Life Insurance:
One time regular annual earnings rounded off to the next higher \$1,000.00.
- ii) Accidental Death and Dismemberment:
Two (2) times regular annual earnings rounded off to the next higher \$1,000.00
- iii) Long Term Disability:
66.7% of regular monthly earnings up to a maximum of \$3,000.00 per month. **Eligibility for payments shall** begin after a 17 week waiting period and are payable until recovery, age 65 or death, whichever occurs first, **subject to terms established by the benefit carrier.**

The monthly benefit payments under the above mentioned plan is offset by Canada Pension payments, and other offsets such as Occupational Accident Insurance payments, Employment Insurance Commission payments, etc.

- (b) Effective **July 1 2014**, the Employer will pay **sixty-five percent (65%)** of the premium cost of the Extended Health Care and eighty-five percent (85%) of Dental Care for all employees **up to age 70** working on a full-time basis in the first pay period following the completion of their probationary period.

Benefits for Full-Time Employees and Dependents:

- i) Extended Health Care Benefit:
Maximum benefit for all provisions of the plan as outlined in the Plan plus, effective **July 1, 2014, vision care: Maximum of \$350.00** in any period of 24 months for eye glasses and contact lenses, including reimbursement of eye exams to a maximum of \$80.00.

No deductible.

Prescription Drug Plan:

- Effective July 1, 2005, provision of a Drug Card
- Over-the-counter drugs are eliminated from the plan
- Generic substitution unless 'no substitution' specified by Physician
- \$1.00 deductible per prescription.

ii) Dental Plan:

A basic dental plan comparable to Blue Cross #7 or a plan which is basically equivalent to a Blue Cross #7 Dental Plan.

Effective July 1, 2008, the current O.D.A. Fee Schedule is in effect.

Effective July 1, 2014, coverage shall include root canal and two (2) additional units of dental scaling.

(c) Occupational Accident Insurance Plan:

The Employer shall provide an Occupational Accident Insurance Plan as an alternative to WSIB coverage. Details of the agreed Plan are on file.

(d) Special Financial Assistance:

The Employer will provide special financial assistance in an amount equivalent to up to one (1) weeks wages to defray costs associated with the employee's move to a Women's Shelter or to a determined safe house for their protection against domestic violence.

Payment shall be made upon receipt of satisfactory documentation confirming the employee's circumstances and location.

Part-time employees who are regularly scheduled to work shall be entitled to this benefit.

(e) Violence Against Women

The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that, when there is adequate verification from a recognized professional, (i.e., doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal or domestic situation will not be subject to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

NOTES: Applying to Article 16:02 (a) and (b)

1. (a) The above outlines the principal features included in the insurance program, but it is not to be considered the contract of insurance. The complete terms and conditions of these protections are set forth in the policies, certificates and/or plan of each of the insuring companies.
- (b) The Employer agrees to meet with the Union prior to any change of the Insurance

Carrier. The Employer may substitute another carrier provided that the level of benefits concerned are not decreased, and the Employer will provide a copy of the Insurance Agreement between the Carrier and the Employer.

- (c) All benefit coverage shall include same-sex spousal relationships.
- (d) Coverage for benefits described under 16:02 (a) shall remain in effect during the period of active employment up to age 65. Coverage for benefits described under 16:02 (b) shall remain in effect during the period of active employment up to age 70.

2. As the Life Insurance, Accidental Death and Dismemberment and Long Term Disability is one hundred percent (100%) paid by the Employer, participation in these plans is compulsory.
3. Any employee may waive the right to participate in the Dental Plan and/or Extended Health Care benefit, providing she/he provides proof of alternative coverage. They will only be able to opt back in at the sole discretion of the insuring carrier(s).
4. Once an employee has joined the Plan(s), the employee cannot withdraw from the Plan(s), without the specific permission of the insurance carrier(s).
5. If the insurance carrier(s) refuse to continue to provide the benefit program(s), for any reason, all or part of Article 16:02 (a) and/or (b) will be deemed to be null and void, unless the Union and the Employer agree to another insurance carrier(s) who will provide the benefit program(s).
6. The Employer's payments toward the insurance program will cease when an employee is terminated. In the case of layoff, the Employer's payments toward the insurance program will cease after one (1) month following month of layoff.

In the event of a layoff due to summer program closure, the Employer's payments toward the insurance program will continue.

7. In the event of a leave of absence due to L.T.D the Employer shall continue to pay its share of Health and Welfare Benefits **for a maximum period of twenty-four (24) months.**

In the event of a leave of absence due to Maternity Leave the Employer shall continue to pay its share of Health and Welfare Benefits for a maximum period of twelve (12) months. In the event of a leave of absence due to Sick Leave the Employer shall continue to pay its share of Health and Welfare Benefits up to the point of LTD qualification, and in the event of a leave of absence due to Occupational Accidents the Employer shall continue to pay its share of Health and Welfare Benefits for a maximum period of sixteen (16) weeks.

8. In the event of a leave of absence for any other reason, the Employer's payments towards the insurance program will cease after the first month of the leave of absence. They will be reinstated upon the return of the employee to full-time duty.

ARTICLE 17 - SICK LEAVE

- 17:01 Each employee will be credited with one and one-half (1-1/2) days of sick leave on the first of the month following the completion of forty five (45) working days to a maximum of sixty five (65) days. Sick leave will be calculated as one and one-half (1 -1/2) times the normal hours per day of work and shown as accumulated hours. The maximum accumulation of sick hours per month will be 12 hours.
- 17:02 A doctor's certificate is required after a sick leave of five (5) successive working days or eight (8) days within a six (6) month period commencing from the date of the most recent illness. The Employer may require a doctor's certificate in other circumstances of successive absences. The Employer will pay the full cost of a doctor's certificate if payment for such certificate is required.
- 17:03 An employee shall, on the first day of illness, report such illness to her/his supervisor. An employee shall give **a minimum of one (1) hours'** notice to her/his supervisor before the start of the shift.
- 17:04 It is understood that if any employee is absent from work for any reason for a period of greater than one (1) **calendar** month, she/he will not earn sick credits. Upon return to work she/he will again be entitled to earn sick leave credits as per Article 17:01.
- 17.05 In the event that an employee has exhausted all available sick time, vacation days may be used to cover personal illness, dependent care and family emergency leave, contingent upon supporting medical documentation. Such vacation days must be taken as full days only.
- 17:06 (a) Dependant Sick Leave
An employee may use banked sick time up to six (6) days per year (defined as July 1 - June 30) for purposes of caring for or attending a sick dependent. Dependent is defined as a recognized spouse (whether of the same or opposite sex) or child, parent, grandparent, in-law at home or at another place of residence.
- (b) Family Emergency Leave
An employee may apply for up to a two (2) day paid family or emergency leave per year (defined as July 1 – June 30) to look after a family member. The family or emergency leave is to be taken from the employee's sick leave bank. Any additional time required for such absences will be taken as unpaid leave, per Article 18 or the Employment Standards Act 2000, if the employee has exhausted all banked in-lieu time.
- (c) Family Medical Leave
The Employer will provide family medical leave of up to eight (8) weeks upon request, to an employee who is providing support or participating in the care of a family member with a critical or life threatening medical condition; family members include: spouse, including common-law or same sex partner; parent, step-parent or foster parent of the employee or the employee's spouse; child, step-child or foster child of the employee or the employee's spouse; brother, step-brother, sister or

step-sister of the employee; a grandparent or step-grandparent of the employee or of the employee's spouse; a grandchild or step-grandchild of the employee or of the employee's spouse; a brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law of the employee; a son-in-law or daughter-in-law of the employee or of the employee's spouse; an uncle or aunt of the employee or of the employee's spouse; the nephew or niece of the employee or of the employee's spouse; the spouse of the employee's grandchild, uncle, aunt, nephew or niece. Family medical leave may also be taken for a person who considers the employee to be like a family member.

The leave shall be without loss of seniority or benefits for up to eight (8) weeks.

This leave will be in accordance with the Employment Insurance Act and any other statute.

ARTICLE 18 - LEAVES OF ABSENCE

18:01 Maternity, Parental, Adoption Leave

A leave of absence under the above shall be granted as per Employment Standards Act of Ontario, 2000.

- i) An employee is eligible for leave of absence without pay, provided they have at last thirteen (13) weeks service prior to the expected due date, for up to seventeen (17) weeks.
- ii) An employee who is a new parent and who has at least thirteen (13) weeks service prior to the leave date, shall be entitled to parental leave of up to thirty-seven (37) weeks as follows.
- iii) In the case of the birth mother, the parental leave shall commence immediately after the expiry of the pregnancy leave, except when the child has not yet come into her care.
- iv) In the case of the birth father or adoptive parent, the parental leave may commence at any time in the fifty-two (52) weeks after the birth or the date the child comes into the care and custody of the parents.
- v) An employee wishing to take maternity, parental, adoption leave, shall give the Employer at least two (2) weeks written notice before the leave is to begin.

18:02 Bereavement Leave

Paid leave for up to five (5) working days shall be granted to employees for bereavement of the employee's spouse (whether of the same or opposite sex), parent, child, step-child.

Paid leave for up to three (3) working days shall be granted to employees for bereavement of the employee's sister, brother, grandparent, grandchild, mother-in-law or father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law.

18:03 The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed four (4) months, unless both

the Union and the Employer mutually agree otherwise.

ARTICLE 19 - JURY DUTY/CORONERS INQUEST

19:01 An employee who is selected for service as a juror/Crown witness or as a witness at a Coroners Inquest will be compensated for loss of pay from her/his regularly scheduled shift due to such jury service. Such compensation will be based on her/his regularly scheduled hours at her/his regular hourly rate less the fee received for her/his services as a juror or as witness. However, should the employee present herself/himself for selection as a juror/Crown witness or as a witness and not be selected, then she/he is required to return to the Employer's premises to complete her/his remaining normally scheduled work day. It is understood that if an employee is selected for jury duty/Crown witness or to appear as a witness at a Coroners Inquest she/he will be deemed to be working the day shift.

19:02 In order for an employee to qualify for payment under this Section she/he must:

- (a) inform her/his supervisor within twenty-four (24) hours of her/his selection for service as a juror or as a witness;
- (b) if released from service as a juror or as a witness and four (4) hours or more remain in the employee's regularly scheduled hours, she/he must return to the Employer's premises to complete her/his remaining normally scheduled work day;
- (c) provide a written statement to the Employer indicating the date of her/his service as a juror or as a witness, the time so spent and the fee received for her/his services as a juror or as a witness.

19:03 It is understood that if the employee is entitled to receive pay under any other provision of this Agreement, or as the result of government legislation, there will be no pyramiding or duplicating of benefits.

19:04 Seniority shall accumulate during the above-mentioned leave.

19:05 Payment under this clause shall be payable for any investigation, making of reports, court appearances and debriefing of employees that may occur.

It is understood that this provision shall also apply when an employee is required to spend non-scheduled time to assist in an investigation conducted in direct connection with an incident in the workplace. In such case, the employee will be compensated for the required time spent at her/his straight time rate of pay.

ARTICLE 20 - UNION BULLETIN BOARDS

20:01 The Employer shall provide Bulletin Boards which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees/Union membership. The Employer will allow the Union to have use of the internal office mail service for notification purposes to employees who do not have access to the Bulletin

Boards.

ARTICLE 21 - JOB VACANCIES AND NEW JOBS

- 21:01 (a) It is mutually agreed that notices within the scope of the bargaining unit of any vacancy occurring as a result of death, retirement, resignation, promotion, demotion, transfer or termination of employment or an absence from work on an approved leave of absence exceeding four (4) months, including but not limited to pregnancy/parental leave and Occupational Accident Insurance Benefits or in the case of a temporary vacancy or contract position or any new jobs created which the Employer desires to fill, shall be posted on a bulletin board for a period of **seven (7)** calendar days. It is understood that, with the knowledge of the Union Committee Chairperson, the Employer may temporarily fill the vacancy during the posting.
- (b) Positions vacated by an employee on L.T.D. beyond the period of two (2) years, will be posted and filled as permanent positions.
- (c) The posting will detail the position, classification, hours of work, department, rate(s) of pay, qualifications, and ending date of job posting.
- 21:02 All employees shall have the right to bid during such **seven (7)** calendar day period on any such vacancy or new job created. Selection of an employee to fill the new job or vacancy shall be based on her/his qualifications, performance and ability and when these factors are relatively equal, total seniority with the Employer shall be the deciding factor.
- 21:03 An eligible employee selected on this basis will be given an orientation to the new position and an opportunity of fulfilling the duties of the new job classification during a period of up to **thirty (30) calendar days**. If an employee fails to meet the requirement for the job at any time during the **thirty (30) calendar day** period, or if the employee wishes to relinquish the job classification at any time during the **thirty (30) calendar day orientation** period, she/he will be returned to her/his job classification.
- 21:04 An employee who has been the successful applicant to a job posting within the past six (6) months need not be considered for another job posting opportunity.**
- 21:05 Where no employee meets the qualifying factors under this Article, the Employer shall be free to fill the job at its discretion. The Employer agrees to post the outcome of all job postings.
- 21:06 Copies of all job postings shall be submitted to the Chairperson of the Union Committee at the time of job posting.

ARTICLE 22 - JOB SECURITY

- 22:01 The Employer agrees to notify the Union in advance of any technological changes that the Employer has decided to introduce which will affect employees within the bargaining unit. The Employer also agrees to discuss these changes with the Union

and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

- 22:02 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or permanent reduction in hours of work or prevent the recall of an employee in the bargaining unit.

ARTICLE 23 - PAYMENTS

23:01 Reporting Pay

An employee who reports for work at the starting time of her/his regular scheduled full shift, not having been previously advised not to so report, shall be given a minimum of four (4) hours' pay in lieu of no work available at the employee's regular straight time hourly rate of pay. The Employer will not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a current telephone number which may be used by the Employer to give notice, and in the cases of fire, flood, power failure or other condition beyond the control of the Employer.

23:02 Call-In Pay

An employee who has left the premises of the Employer and who is requested to and reports for work outside her/his regular scheduled working hours shall be paid a minimum of two (2) hours' pay at straight time.

23:03 Temporary Transfers

- (a) When an employee is temporarily transferred to a higher paying job classification than her/his own, she/he shall continue to receive the pay for her/his own job classification unless such transfer continues for more than one (1) working day.

If the transfer continues for more than one (1) working day, the change in wage rate shall apply from the beginning of such transfer and she/he shall be paid 5% above her/his current rate or the rate of the next classification, but in any event shall not be paid a rate greater than the classification rate under Schedule A. When an employee is temporarily transferred to a lower paying position, her/his rate shall not be thereby reduced. For the purpose of this Article, a temporary transfer will last until the absent employee returns to work or, if it is the result of a vacancy as determined by Article 21, until such time as a qualified employee becomes available. This clause does not apply to Summer Camp positions as per Grievance settlement May 1994.

- (b) This Article shall not apply when an employee is temporarily transferred for a period of less than twelve (12) consecutive working days to fill in for an employee who is on vacation.

23:04 Shift Premium

All employees scheduled to work a full shift on the midnight shift shall be paid a shift premium of thirty-five (35) cents per hour for each regular hour worked on the midnight shift.

23:05 Program Discount

Program discounts for full-time employees will be offered on the following basis, upon confirmation of registration in the program:

- (1) Camp Clover:
50% discount off fees for employees up to a maximum of \$200.00 per family.
- (2) Day Care and After School:
15% off monthly fees per family

It is understood that such discounts are only applicable as long as the employee remains an employee. Employees covered by the Collective Agreement and employees excluded by the Collective Agreement will be treated equally under this provision. Program discounts are a taxable benefit as identified by Canada Revenue Agency.

ARTICLE 24 - UNIFORMS

24:01 The Employer will supply smocks, dresses or aprons for Food Service employees and Day Care staff as per our current practice. If the Employer requires employees to wear uniforms, the Employer will provide such uniforms at no cost to the employee.

ARTICLE 25 - HEALTH AND SAFETY

- 25.01
- a) The employees, the Union and the Employer agree that they will abide by the Occupational Health and Safety Act, 1995, as it is applicable to them.
 - b) There shall be established a Joint Health & Safety Committee of equal number of management and union personnel, consisting of two (2) Union and two (2) Management employees. The Union shall elect or appoint its members. There may be additional representatives at specific sites where required as per present practice.
 - c) The Joint Health & Safety Committee shall:
 - i) Meet monthly
 - ii) Make inspections and reports without loss of pay and may bank time.
 - iii) Maintain and keep minutes of all proceedings. These minutes shall be kept and posted with copies going to all committee members and chairperson.
 - iv) The Union Health & Safety Committee Co-Chair will be allowed up to one

- (1) hour as required, to meet prior to the scheduled committee meetings to prepare for same.
- v) The Employer will ensure WHMIS Training is provided and post WHMIS sheets.
 - vi) The Employer will pay for all lost time for Certified Health & Safety members and Registration.
 - vii) In the event of legislative changes to the Occupational Health & Safety Act, the Employer agrees to continue to recognize the workers' right to refuse work which may be hazardous to their health and safety, without reprisal from the Employer.

No employee shall be disciplined or coerced because the worker has acted in compliance with the Occupational Health & Safety Act RSO 1995 or has sought enforcement of this Act.

25:02 Employee Protection

The Employer shall take every reasonable precaution to protect an employee in the case of a work-related threat of, or intimidation to an employee's personal safety.

25:03 For front-line employees who are factored for high-risk contact, the Employer shall provide, and the employee shall participate in, training in non-violent crisis intervention, on an ongoing basis throughout the year. Such training may not always be formal but rather provided within the context of our workplace and directed to working safely with challenging populations. Initial orientation shall be part of the in-service training of new employees.

25:04 The Employer will pay up to \$75.00 per calendar year to subsidize the replacement of safety footwear required to be worn, providing the employee has successfully completed the probationary period.

ARTICLE 26 - JOB CLASSIFICATION

26:01 Existing classifications shall not be eliminated without prior consultation with the Union.

ARTICLE 27 - REMUNERATION

27:01 During the term of this Agreement, the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this Agreement.

27:02 Employees covered by this Agreement shall have their monies directly deposited on Thursday pay week by 4 p.m. Their pay stub will be provided on Friday of pay week unless it is a statutory holiday in which case the pay stub will be provided on the day preceding the statutory holiday. If an error in calculation has been made in the amount deposited in excess of four hours pay, the Employer will compensate the employee in the proper amount on Friday of pay week upon request.

ARTICLE 28 - CONTRACTING OUT

28:01 The Employer shall not contract out any work normally performed by members of the bargaining unit that would result in the layoff or prevent the recall of bargaining unit employees or permanent reduction in hours unless the bargaining unit does not have the existing staff resources, skills, equipment or the facilities to do the work.

The Employer agrees to meet and enter into discussion with the Union prior to contracting out any work performed by employees in the bargaining unit which will result in a layoff or prevent the recall of bargaining unit employees, as soon as possible after notification.

During these discussions the parties will investigate any alternatives to contracting out that would promote continued employment.

ARTICLE 29 - PART-TIME HIRED TO FULL-TIME

29:01 A part-time employee who is hired on a full-time basis will be paid the rate of the full-time position.

It is understood, however, that the seniority of such employee and the length of continuous service of such employee under the full-time Agreement shall be calculated in accordance with Article 12 of the full-time Collective Agreement, commencing on the date such employee is hired as full-time employee. It is further understood that such employee will only obtain seniority standing in accordance with the provisions of Article 12:01 of the full-time Collective Agreement.

Once an employee has completed her/his probationary period under the full-time Collective Agreement she/he will be credited with full-time seniority for one (1) month's service for each 173.3 hours paid as a part-time employee.

ARTICLE 30 - CONTRACT EMPLOYEES

30:01 Contract employees covered by the Collective Agreement who are paid from grants from any level of government and/or other source will be covered by the terms of the Collective Agreement and will pay Union dues during the term of their contract. However, notwithstanding anything to the contrary in the Collective Agreement, their wage rate shall be determined by the criteria set by the funding organization(s) and they shall be deemed terminated at the expiry date of their employment contract.

30:02 New employees hired under a temporary term contract basis shall be required to pay union dues and will be covered by the terms of the Collective Agreement during the term of their contract, with the exception of the following Articles or provisions:

Article 12	Seniority
Article 14	Vacation
Article 15	Paid Holidays
Article 16	Health and Welfare
Article 17	Sick Leave

Such employees will receive two percent (2%) of their straight time hourly rate in lieu of benefits **outlined in Article 16 and 17.**

ARTICLE 31 - NEW JOBS

31:01 Should any new job classifications be established by the Employer, within the bargaining unit, during the life of this Agreement, the Employer will notify the Union of the new job classification and the wage rate for such classification. Within a period of thirty (30) days from the date of notice, a meeting will take place, if so requested by the Union, to discuss such wage rate. The Employer will arrange to hold the meeting within thirty (30) days of the receipt of the request. If no request has been made by the Union to discuss the wage rate within the thirty (30) days the wage rate shall become a part of the wage structure.

If the parties are unable to agree on the wage rate for a new job classification, the disputed range of wage rates will be treated as a grievance and shall be filed at the arbitration step of the Grievance Procedure. If the matter is referred to arbitration, the sole arbitrator shall only have the right to establish the new wage rate by comparing the new job classification with existing wage rates of the other job classifications established in this agreement. It is understood that the new wage rate will be paid retroactive to the date an employee was transferred to the new job classification.

ARTICLE 32 – EDUCATION

32:01 Time spent by an employee in the attendance at short courses, workshops or seminars held within the Association and directly related to the employee's employment at the YWCA shall be deemed to be work hours as set out in the Hours of Work article and remunerated accordingly.

32:02 If the Employer elects to send an employee on a course, the Employer will pay for the course and pay the employee's regular wages while attending the course. It is understood that such election is at the Employer's sole discretion.

32:03 The Employer will contribute one (1) cent per hour for all hours worked to the Union's Paid Education Leave Program.

ARTICLE 33 - TERM OF AGREEMENT

33:01 The term of the Collective Agreement shall be from **July 1, 2014** to and including **June 30, 2017**, and thereafter from year to year unless amended through negotiations.

33:02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within a period of ninety (90) days prior to the expiry date and negotiations with respect thereto shall begin within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

ARTICLE 34 – RESPECT IN THE WORKPLACE

- a) The parties agree that we strive for a respectful workplace that supports the well-being of staff as well as service recipients. While the Association provides housing and shelter to service recipients who may be highly stressed, emotionally disturbed or developmentally challenged, staff dealing with these service recipients are expected to take every reasonable precaution against risk of abuse, whether verbal or physical. Departmental procedures are in place which give specific guidelines for such behaviour management. Departmental procedures are also in place for Day Care operations which provide behaviour management guidelines for unacceptable behaviour.
- b) Where a staff person has used her/his professional skills to the best of her/his ability and is not successful in stabilizing a situation, she/he shall bring her/his supervisor or a colleague into the situation in order that she/he can temporarily withdraw. Should the staff person feel a complaint against a service recipient is warranted, the supervisor will investigate and endeavour to reach a resolution. There will be no backlash or retaliation for the lodging of such complaint or participation in an investigation made in good faith. In the event that the service recipient knowingly and willingly continues such unacceptable behaviour, it will be documented and the Employer will take whatever steps are necessary to make the workplace safe.

ARTICLE 35 - ONE MINUTE SILENCE

The Employer agrees to recognize, (where feasible), one (1) minute silence at ten (10.00) a.m., and five (5.00) p.m., for the evening shift, April twenty-eight (28th) each year in observance of those workers killed or injured on the job and one (1) minute silence at eleven (11.00) a.m., November eleventh (11th) each year in observance of Remembrance Day; and at ten (10.00) a.m. or ten (10.00) p.m. for night shift, on December sixth (6th) each year in observance of Women’s day of mourning.

DATED at Kitchener, Ontario this _____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

Tracy Van Kalsbeek

Mirjana Manojlovic

Elizabeth Clarke

Bruce Toman

Maureen Wright

Mary Smith

SCHEDULE A
Job Classification and Wage Rates Effective July 1, 2014

	01-Jul-14	01-Jul-15	01-Jul-16
Residential Care Worker	19.3710	19.7210	20.1210
Maintenance Worker I	19.4540	19.8040	20.2040
Maintenance II	19.2710	19.6210	20.0210
Cook	19.0500	19.4000	19.8000
Dietary Aids	15.9990	16.3490	16.7490
Secretary	19.2670	19.6170	20.0170
Clerical Support	19.1080	19.4580	19.8580
Building Attendant	17.9410	18.2910	18.6910
Cleaner	17.0890	17.4390	17.8390
Child Care Worker I - Team Leader	19.5920	19.9420	20.3420
Child Care Worker I	19.3810	19.7310	20.1310
Child Care Worker II	18.5540	18.9040	19.3040
Casual Child Care Worker/Youth Development Worker	16.5000	16.8500	17.2500
Youth Development Worker I	19.3810	19.7310	20.1310
Youth Development Worker II	18.5540	18.9040	19.3040
Youth Worker I	19.3810	19.7310	20.1310
Youth Worker II	18.5540	18.9040	19.3040
Childminder I (LINC Program)	18.5540	18.9040	19.3040
Childminder II (LINC Program)	14.7440	15.0940	15.4940
Casual Childminder	12.6900	13.0400	13.4400
Camp Supervisor	16.8310	16.8310	16.8310
Camp Leader I	14.7390	14.7390	14.7390
Senior Life Guard	14.7390	14.7390	14.7390
Life Guard	14.1930	14.1930	14.1930
Camp Leader II	14.1500	14.1500	14.1500

REVISED: LETTER OF UNDERSTANDING #1

HOURS OF WORK - ADDITIONAL HOURS PROTOCOL

During the negotiations for the renewal of the collective agreement expiring June 30, 2002, the parties discussed the issue of providing opportunities for full-time and part-time staff to work additional non-overtime hours on a voluntary basis.

The Union recognizes the Employer's need to fill staffing requirements with qualified, trained personnel in a timely and cost-effective manner. It is also acknowledged that casual employees play an important role in the staffing resources of the Employer and this protocol is not intended to eliminate the use of casual employees.

The parties agree to implement this protocol in accordance with the following terms and conditions:

1. Full-time employees who work less than eighty (80) hours over a two-week pay period and part-time employees who work less than twenty-four (24) hours per week are eligible under this protocol.
2. Eligible employees wishing to be assigned additional hours must identify their availability on the Additional Hours Availability (AHA) form, which shall be posted with the regular work schedules. AHA forms shall be site-specific. Employees shall indicate the specific days, times and number of hours that they are available to work on the AHA form. It is the employee's responsibility to maintain her/his current telephone number(s), home/cell phone), with her/his immediate supervisor. For ease of administration, all staff in the particular department shall be listed by seniority within classification, segregated by full-time, part-time and casual status. The seniority listing on the AHA form shall be updated quarterly.
3. When additional hours become available, the department supervisor, (or authorized staff, as per current practice), shall refer to the AHA for the most senior employee in the required classification whose identified availability coincides with the department's requirement. The supervisor, (or authorized staff, as per current practice), will, if necessary, continue down the list in order of seniority until the requirement is met. The first employee who confirms her/his availability shall be given the additional hours.
4. It is the employee's responsibility to delete her/his name during any pay period where she/he has reached the maximum number of regular hours, (80 hours over a two-week pay period in the case of full-time employees and 48 hours over a two-week pay period in the case of part-time employees).

Other terms and conditions:

The assignment of additional hours under this protocol shall not result in the payment of call-in pay, (Article 23.02).

In the interests of the health, safety and wellbeing of employees, the working of additional hours should not result in working more that thirteen (13) consecutive hours within a twenty-four (24) hour period, (in accordance with the E.S.A. 2000).

This protocol is only REQUIRED to be used in seeking coverage for 'ad-hoc' absences, i.e.,

where additional hours become available within three days.

In the case of an emergency, where there are no qualified or available casual or part-time employees to cover absences in excess of three days, the Employer may follow this protocol to fill the vacant shifts.

When an additional shift becomes available, it will be filled as a full shift, i.e., it will not be split in order to provide additional hours to specific staff.

This protocol will be reviewed by the parties as needed to address any concerns that may arise.

The Employer reserves the right to suspend/terminate this Letter of Understanding in the event of the protocol causing inefficiencies, administrative burden, additional costs or negatively affecting the Employer's ability to hire and retain qualified casual employees. In any event, this protocol shall not be suspended/terminated until a notice period of three (3) pay periods has elapsed.

DATED at Kitchener, Ontario this 20th day of June, 2011.

FOR THE EMPLOYER

FOR THE UNION

Maureen Wright

Freda Van Rooyen

Foster Brown

Michele Sobczuk

Bruce Toman

Mary Smith

Agreed to renew

DATED AT KITCHENER this 30th day of May, 2014

For the Union

For the Employer

Mirjana Manojlovic

Maureen Wright

Bruce Toman

John Kuhne

Mary Smith

LETTER OF UNDERSTANDING # 2

STAFF REPLACEMENT

The signatures affixed to this Letter of Understanding constitute acceptance of the following matter.

Management will have casual and relief staff available and trained so that they can **provide coverage for** regular staff when the latter are on a leave of any kind: vacation, sickness, bereavement leave, leave without pay, etc.

DATED AT KITCHENER this 25^h day of October, 1999.

For the Union

Diane Kilby

Freda Van Rooyen

Joyce Bussieres

Agreed to renew

DATED AT KITCHENER this 30th day of May, 2014

For the Union

Mirjana Manojlovic

Bruce Toman

Mary Smith

For the Employer

Doris M'Timkulu

Madeleine Poynter

For the Employer

Maureen Wright

John Kuhne

LETTER OF UNDERSTANDING # 3
ONTARIO WORKS – November 27, 1997

The signatures affixed to this Letter of Understanding constitute acceptance of the following matter.

WHEREAS, it is the YWCA's purpose to promote volunteerism for the purpose of enhancing the quality of life and skill development of those volunteering and those being served; and

WHEREAS, the YWCA of Kitchener-Waterloo respects the integrity, dignity and worth of individuals and accepts the fundamental right to self-determination; and

WHEREAS the provincial regulations for Ontario Works replaces the spirit of volunteerism and mandated unpaid work and punitive consequences for non-compliance; and

WHEREAS Ontario Works does not appear to be complemented by sufficient training opportunities and/or the creation of additional opportunities for employment or self-employment;

the YWCA of Kitchener-Waterloo will not be a formal or voluntary partner in Ontario Works;

the YWCA will continue to accept volunteers regardless of their status in Ontario Works; should an individual volunteer want to use her/his volunteer time as a requirement under Ontario Works, the YWCA will not seek any payment from Ontario Works for such volunteer placement.

DATED AT KITCHENER this 25^h day of October, 1999.

For the Union

Diane Kilby

Freda Van Rooyen

Joyce Bussieres

Agreed to renew

For the Employer

Doris M'Timkulu

Madeleine Poynter

DATED AT KITCHENER this 30th day of May, 2014

For the Union

Mirjana Manojlovic

Bruce Toman

Mary Smith

For the Employer

Maureen Wright

John Kuhne

LETTER OF UNDERSTANDING #4
PROBATIONARY PERIODS
 (Originally Letter of Intent, Agreed October 15, 2003)

The parties agree that the intent of the clauses in the Collective Agreement and Part-time Collective Agreement relative to Probationary Periods, (see Appendix "A"), is that all employees, including those who transfer from Part-time or Casual status to Full-time status, shall be required to complete a probationary period in the job classification before becoming permanent in such job classification. Part-time employees transferring into full-time positions in the same classification, save and except for Casual employees, (as defined in the Part-time Collective Agreement), will be credited with the seniority they accumulated in such classification prior to transferring to the Full-time position.

For further clarity, probationary periods following a transfer to a Full-time position shall be handled in the following manner:

1. When a Part-time employee has successfully completed her/his probationary period as a Part-time employee and is the successful candidate in a full-time position within the same classification, no further probationary period will be required. Notwithstanding this, the 'orientation period', (as defined in Article 21:03), will apply.
2. When a Part-time employee has not completed her/his probationary period and is the successful candidate in a full-time position within the same classification, successful completion of the balance of the full-time probationary period will be required. Notwithstanding this, the 'orientation period', (as defined in Article 21:03), will apply.
3. When a Casual employee, (as defined within the Part-time Collective Agreement, i.e., an employee who has NOT been scheduled for consistent, regular hours of work for a period of at least one month),), has successfully completed her/his probationary period and is the successful candidate in a full-time position within the same classification, the language in Article 29:01 shall apply, i.e., an additional full-time probationary period will be required as defined in Article 12:01. Upon successful completion of this probationary period, the employee will be credited with the additional seniority earned during employment under the Part-time Collective Agreement.
4. When a Part-time and/or Casual employee is the successful candidate in a full-time position within a different job classification, and had successfully completed the probationary period under Article 29:01, Article 21:03 will be applied. Extensions to the orientation period in Article 21:03 will be granted after consultation with the Union and affected employee, to a maximum of one (1) additional month.
5. When a Part-time and/or Casual employee is the successful candidate in a temporary, full-time position within the same or different job classification, successful completion of the balance of their probationary period as per Article C of the part-time Collective Agreement is required. Notwithstanding this, the "orientation period" (as defined in Article 21:03), will apply. Extensions to the orientation period in Article 21:03 will be granted after consultation with the Union and affected employee, to a maximum of one (1) additional month.

DATED AT KITCHENER this 20th day of June, 2011

FOR THE EMPLOYER

FOR THE UNION

Maureen Wright

Freda Van Rooyen

Foster Brown

Michele Sobczuk

Bruce Toman

Mary Smith

Agreed to renew

DATED AT KITCHENER this 30th day of May, 2014

For the Union

For the Employer

Mirjana Manojlovic

Maureen Wright

Bruce Toman

John Kuhne

Mary Smith

LETTER OF UNDERSTANDING #5
Medical Appointments

The following shall apply regarding scheduling of non-emergency medical appointments:

- Every effort must be made on the part of the employee to arrange such appointments before or after working hours.
- Where the employee's work schedule is such that it is not possible to arrange these appointments on her/his own time, with prior approval of the manager, such appointments may be scheduled during working hours. The manager must be provided as much notice as possible in order to plan for such absences. In the case of specialist appointments, the employee shall advise her/his manager at the time the specialist appointment is made. In the case of non-specialist appointments, the employee shall provide her/his manager with as much notice as possible and in any event no less than 72 hours notice shall be given.
- It is recognized that in Children's Services there are legislated ratio requirements regarding staffing with ECEs. If, after every effort is made to find coverage for the employee, coverage cannot be found to meet the legislated standard, the request for the appointment may not be granted.
- Banked sick time can be used for emergency medical and/or specialist and/or physiotherapy appointments that must be scheduled during working hours.
- Routine medical appointments, including dental, doctor, massage, etc., that must be scheduled during working hours should be covered by banked lieu time, (comp. time). Where the employee does not have any lieu time in her/his bank, the time will be unpaid. By exception and where there is flexibility as to when the employee's work can be carried out, the manager may permit time to be taken and made up after the fact.

DATED AT KITCHENER this 26th day of June, 2008

FOR THE EMPLOYER

Maureen Wright _____

Helen Lyle _____

Al Orth _____

FOR THE UNION

Freda Van Rooyen _____

Michele Sobczuk _____

Bruce Toman _____

Agreed to renew

DATED AT KITCHENER this 30th day of May, 2014

For the Union
Mirjana Manojlovic
Bruce Toman
Mary Smith

For the Employer
Maureen Wright
John Kuhne

NEW: LETTER OF UNDERSTANDING #6
Observance of Religious Holidays

The parties agree that the Employer will consider requests to exchange paid holidays for other days off in observance of religious holidays.

Request to use an alternate stat day must be made in writing 7 days prior to the stat holiday. The Employer will make all reasonable efforts to accommodate the request and will respond at least 14 days prior to the requested religious holiday.

In the event there are more applicants than can be accommodated, seniority will be the deciding factor.

Requests for religious holidays will take precedence over other banked time requests.

Time limits for use of banked time as set out in Article 13:02 will not apply to these religious holiday requests.

DATED AT KITCHENER this 20th day of June 2011

For the Employer:

For the Union:

Maureen Wright

Freda Van Rooyen

Foster Brown

Michele Sobczuk

Bruce Toman

Mary Smith

Agreed to renew

DATED AT KITCHENER this 30th day of May, 2014

For the Union

For the Employer

Mirjana Manojlovic

Maureen Wright

Bruce Toman

John Kuhne

Mary Smith

PART-TIME COLLECTIVE AGREEMENT

BETWEEN:

KITCHENER-WATERLOO YWCA
(hereinafter called the "Employer")

and

UNIFOR CANADA AND ITS LOCAL 302
(hereinafter called the "Union")

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the respondent in Kitchener, regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period, save and except the Assistant to the Chief Executive Officer, Co-ordinators, Directors, Managers, Administrators, and persons at or above the rank of Co-ordinator.

Part-Time (Casual) employees are defined as: part-time employees who do not have regularly scheduled hours and who may elect to work or not when requested so to do, and are covered under this Agreement.

- B. All provisions of the full-time Collective Agreement apply to the part-time Collective Agreement with the exception of the following Articles or provisions:
1. Preamble - 2nd paragraph (covered by A above)
 2. Article 12.01 Seniority
 3. Article 12.02 Seniority
 4. Article 13.01 Hours of Work
 5. Article 13.02 (a) & (b) Hours of Work
 6. Article 14 Vacation
 7. Article 15 Paid Holidays
 8. Article 16 Health and Welfare (Note: Article 16:02 (c) also applies to the Part-time Collective Agreement).
 9. Article 17 Sick Leave
 10. Article 23.05 Program Discounts

C. SENIORITY

A part-time employee will be considered to be on probation, and will not have seniority standing, until she/he has worked 360 hours in a twelve month period. The dismissal or suspension of a probationary employee with cause is not subject to the grievance or arbitration procedures of this Agreement.

Seniority is defined as the number of paid hours from the last date of hire in the bargaining unit and shall be applied on a bargaining unit basis.

D **Part-Time (Casual) employees must be available to work a minimum of four (4) shifts per calendar month.**

If a casual employee declines 3 consecutive calls for casual work, without written prior approval, the employee will be considered to have resigned from their casual position.

E. For part-time employees who have completed less than 5000 hours of work, vacations will be granted in accordance with the provisions of the EMPLOYMENT STANDARDS ACT. After completing 5000 hours of work, a part-time employee shall be entitled to three (3) weeks vacation and six (6) percent of earnings as vacation pay, (applies as in full-time language in terms of timing of the vacation year).

As in Article 14.09 of the Full Time agreement, employees with three (3) or more weeks' vacation may in writing request one week's vacation in a weekly allowance, providing such request is made in writing prior to December 15 of the vacation year. Such payment will be combined with the employees' regular pay cheque. It is understood and agreed that if at any time during the life of the Collective Agreement the Employer believes for any reason that the above is no longer a workable option, the Employer can cancel.

F.(i) Holidays will be granted in accordance with the provisions of the EMPLOYMENT STANDARDS ACT for all holidays listed below:

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

F.(ii) A Part-Time **(Casual)** employee does not qualify for a paid holiday, as per the Employment Standards Act 2000.

Part-time:

a) In addition to the holidays specified in Clause F (i), employees will be granted **two (2) paid floater days** on an individual basis, subject to ten (10) working days' notice and provided the ability of the YWCA to maintain service is not curtailed. These floater days will be recorded as **earned on February 1st**.

b) Payment for paid holidays will be calculated as follows:

All regular wages and vacation pay earned by the employee in the four weeks ending immediately before the week which includes the paid holiday are added, and this total is divided by twenty (20).

- c) If a holiday falls on a non-working day, the employee shall have the choice of receiving another normal working day off, or receiving payment for the paid holiday. If the employee banks the paid holiday, the above calculation is done for the four weeks before the work week in which the employee uses the banked holiday.
- d) If a qualified employee is required to work on a paid holiday, the employee will be paid time and one-half the regular rate for those hours worked on the holiday, in addition to the employee's holiday pay

Or

If a qualified employee is required to work on a paid holiday, the employee will be paid time and one-half the regular rate for those hours worked on the holiday and will receive a day off with her/his holiday pay entitlement, on a mutually agreeable date.

- G. A part-time employee can participate in the temporary job vacancy process as detailed in Article 21:01 of the Full-Time Agreement. The part-time bargaining unit employee will continue to be covered under the terms of the part-time bargaining unit Collective Agreement. This does not restrict the employee from exercising her/his rights under Article H of the Part-time Agreement. Should the temporary job vacancy exceed twelve (12) months in the case of pregnancy leave, or nine (9) months in the case of L.T.D. replacement, the part-time employee will be covered by benefits included under Article 16 – Health and Welfare, and Article 17 – Sick Leave, of the Full-Time Agreement for the remaining duration of the temporary job vacancy. In the case of temporary job vacancy coverage due to a pregnancy leave, it is understood that the twelve (12) month period is exclusive of any additional leave granted which extends the pregnancy leave beyond twelve (12) months. While the part-time employee is covered under articles 16:02 and 17 of the Full-Time Agreement, the employee shall not be entitled to the two (2) percent in lieu of benefits provided under Section K of the Part-Time Agreement.

H. HOURS OF WORK

- a) The hours of work will be as scheduled by the Employer after consultation with the Union Committee for all new hires.
- b) Part-time employees are normally scheduled for up to 24 hours per week. In certain circumstances, a part-time employee may be scheduled for more than 24 hours per week, for example, to fill in for:
 - any absence of a full-time employee up to four months as per Article 21.01 a)
 - summer camp positions
 - vacation (full-time vacations)
 - banked sick time coverage

I. FILLING OF PERMANENT PART-TIME VACANCIES BY PART-TIME EMPLOYEES

The Employer will notify part-time employees of any permanent part-time vacancy. The senior part-time employee who applies for the job will be given the job provided she/he has the necessary qualifications, performance and ability to perform the work available.

Where no employee meets the qualifying factors under this Article the Employer shall be free to fill the job at its discretion.

The Employer will notify the Union Committee of such vacancies.

An eligible employee selected on this basis will be given an orientation to the position.

J. FULL-TIME EMPLOYEE HIRED TO PART-TIME

It is understood that seniority of such employee under the part-time Collective Agreement shall be calculated in accordance with "C" of the part-time Collective Agreement, commencing on the date she/he was hired or transferred to the part-time position. Notwithstanding this fact, such employee will be given credit for service as a full-time employee on the basis of each month of service as a full-time employee equates to 173.3 hours as part-time employee.

It is understood that an eligible employee selected on this basis will be given an orientation to the position and an opportunity of fulfilling the duties of the new job classification during a period of up **thirty (30) calendar days**. If an employee fails to meet the requirement for the job at any time during the **thirty (30) calendar day** period, or if the employee wishes to relinquish the job classification at any time during the **thirty (30) calendar orientation** period, she/he will be returned to her/his job classification.

Any banked vacation monies shall be carried forward when hired part-time or transferred; any accumulated banked time shall be maintained and taken as equivalent time in the new position; any accumulated sick days shall be maintained when hired from full-time to part-time. It is understood that prior to being hired to part-time the accumulated sick bank shall be converted to sick days earned. On transfer to part-time, the credited sick days will again be converted to sick hours based on the number of hours in the regular work shift in the new position.

K. Effective August 29th, 1999 employees covered by this Collective Agreement will receive two percent (2%) of their straight time hourly rate in lieu of benefits.

L. Program discounts for part-time employees are only applicable to part-time employees who are scheduled to be regularly employed a minimum of 30 hours per pay period. Program discounts will be offered on the following basis, upon confirmation of registration in the program:

(1) Camp Clover:

50% discount off fees for employees up to a maximum of \$100.00 per calendar year, per family

- (2) Day Care and After School:
10% off monthly fees per family

It is understood that such discounts are only applicable as long as the employee remains an employee. Employees covered by the Collective Agreement and employees excluded by the Collective Agreement will be treated equally under this provision. Program discounts are a taxable benefit as identified by Canada Revenue.

- M. Effective January 1, 1996, the Employer agrees to implement a Defined Contribution Pension Plan. Such plan will provide:

Each employee has the option to join the plan at the enrolment date.

The employee will contribute four percent (4%) and the employer will contribute four and a half percent (4 ½ %) of the employee's earned income.

Enrolment date is the first of the month following the completion of nine (9) months of continuous service and the completion of 360 hours of work.

Once enrolled, employees will remain enrolled until termination of employment with the Employer.

DATED at Kitchener, Ontario this _____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION

Tracy Van Kalsbeek

Mirjana Manojlovic

Elizabeth Clarke

Bruce Toman

Maureen Wright

Mary Smith

SCHEDULE A
Job Classification and Wage Rates Effective July 1, 2014

	01-Jul-14	01-Jul-15	01-Jul-16
Residential Care Worker	19.3710	19.7210	20.1210
Maintenance Worker I	19.4540	19.8040	20.2040
Maintenance II	19.2710	19.6210	20.0210
Cook	19.0500	19.4000	19.8000
Dietary Aids	15.9990	16.3490	16.7490
Secretary	19.2670	19.6170	20.0170
Clerical Support	19.1080	19.4580	19.8580
Building Attendant	17.9410	18.2910	18.6910
Cleaner	17.0890	17.4390	17.8390
Child Care Worker I - Team Leader	19.5920	19.9420	20.3420
Child Care Worker I	19.3810	19.7310	20.1310
Child Care Worker II	18.5540	18.9040	19.3040
Casual Child Care Worker/Youth Development Worker	16.5000	16.8500	17.2500
Youth Development Worker I	19.3810	19.7310	20.1310
Youth Development Worker II	18.5540	18.9040	19.3040
Youth Worker I	19.3810	19.7310	20.1310
Youth Worker II	18.5540	18.9040	19.3040
Childminder I (LINC Program)	18.5540	18.9040	19.3040
Childminder II (LINC Program)	14.7440	15.0940	15.4940
Casual Childminder	12.6900	13.0400	13.4400
Camp Supervisor	16.8310	16.8310	16.8310
Camp Leader I	14.7390	14.7390	14.7390
Senior Life Guard	14.7390	14.7390	14.7390
Life Guard	14.1930	14.1930	14.1930
Camp Leader II	14.1500	14.1500	14.1500