

COLLECTIVE AGREEMENT

BETWEEN

YORKTOWN SHELTER FOR WOMEN
(HEREINAFTER CALLED THE "AGENCY")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3878
(HEREINAFTER CALLED THE "UNION")

TERM

OCTOBER 1ST, 2021 - SEPTEMBER 30TH, 2023

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Agency and the employees covered by this agreement, to facilitate the co-operative resolution of problems when they arise, to provide procedures for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of Yorktown Shelter for Women in the Municipality of Toronto save and except the Executive Director, Program Director, Executive Secretary, COPE / Here to Help Coordinator, Client Services Supervisor and other persons excluded by the Labour Relations Act.
- 2.02 The Employer 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.
- 2.03 The Agency agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline or discharge by reason of race, age, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, physical handicap or by reason of his or her activity or membership in the Union.

ARTICLE 3 - DEFINITIONS

- 3.01 The terms 'staff', 'employee', or 'employees' used in this agreement shall be defined to mean persons (other than volunteers, students and persons hired under contract who work less than eight (8) hours per week employed in the Here to Help programs) who are employed by the agency.
- 3.02 All references to the feminine gender in this agreement shall be read to include the masculine gender.
- 3.03 A full-time employee shall mean persons employed to work an average of thirty-five (35) hours per week.
- 3.04 A part-time employee is an employee who is regularly scheduled to work twenty-eight (28) hours or less per week, but may also work more than twenty-eight (28) hours per week from time to time to fill in for full-time employees, (examples: vacations and or unforeseen absences).
- 3.05 A relief employee is an employee who is called in to work from time to time by the Employer as the need arises, but shall not normally work more than twenty-four (24) hours per week.

When a relief employee is required and none agree to the assignment, the most junior qualified relief employee whose availability includes the required period may be assigned the work.

Clarity Note:

It is understood by the parties, relief workers may accept shifts which become available and may be scheduled due to vacation, short term illness or approved leaves of short term duration.

- 3.06 A Project Employee is an employee who is hired for a specified term or task and regularly works up to thirty-five (35) hours per week. The specified term will normally not exceed twelve (12) months, nor will the term be renewed more than once, unless agreed by the parties. Hours and wages will be based on funding for the project. In the event the position becomes permanent and the project employee is the successful applicant she shall have her seniority backdated to her date of hire by the Agency.
- 3.07 A WACAV program employee is an employee hired to work within the WACAV program. Hours and wages will be based on funding. Should the wages differ from those which are in the collective agreement then without Union consent the position shall not be filled.
- 3.08 The term "local" as used in the agreement, unless clearly specified otherwise, shall mean Local 3878 of CUPE (Canadian Union of Public Employees).
- 3.09 The term "the Agency" or "the Employer" shall mean Yorktown Shelter for Women.
- 3.10 The term "Union" shall mean Canadian Union of Public Employees and "union representative" will be a staff person (field representative) of CUPE.
- 3.11 All references to spouses in this agreement shall include common law, lesbian and homosexual partners.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except where specifically abridged by the terms of this agreement, it is the exclusive right and function of the Agency to manage and to direct its operations and affairs in all respects, and without limiting or restricting this right and function which said right includes, but is not limited to, job content, scheduling, job assignment, the ability to layoff staff and the ability to determine organizational structure and reporting relationships:
 - a) To maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by employees. Such rules will be made available to all employees and to the Local Union.
 - b) To hire, classify, direct, evaluate, train, to discipline, suspend, recall and layoff employees, and discharge employees for just cause, and to increase or decrease work force. To generally manage the affairs of the Agency and to determine the number of office locations, services to be rendered, methods and work procedures to be undertaken at any time.

- c) The Employer shall not act in a manner inconsistent with the express provisions of this agreement.

ARTICLE 5 - UNION SECURITY AND CHECK OFF

- 5.01 As a condition of employment, all employees covered by this agreement shall pay union dues, consistent with the constitution and by-laws of the Canadian Union of Public Employees.
- 5.02 The Employer shall deduct from every employee any dues levied by the Union on its members. The Union shall inform the Employer in writing of the authorized monthly deductions to be checked off.
- 5.03 Deductions from employees shall be made from each payroll and shall be forwarded to the national secretary treasurer of the Union no later than the fifteenth day following the end of the month, accompanied by a list of the names, addresses, and classifications of employees from whose wages the deductions have been made.
- 5.04 At the same time that Income Tax (T-4) slips are made available, the employer shall type on the amount of Union dues paid for each employee in the previous year.
- 5.05 In all of the above cases, the Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demand, actions, or causes of action arising from, or in any way connected with the collection of dues.
- 5.06 The Agency agrees that, on the initial commencement of employment, all employees will be informed of the names of the Union Representatives and a Union Representative will be allowed fifteen (15) minutes to meet with the employee during working hours within one (1) month of hire. In case of group hires, such meetings will be held, as far as practicable, with the group.

ARTICLE 6 - NO STRIKES - NO LOCKOUTS

- 6.01 There shall be no strike or lockout (as they are defined by the Labour Relations Act) during the term of this collective agreement.

ARTICLE 7 - UNION COMMITTEES AND STEWARDS

- 7.01 The Agency will recognize as a Steward not more than two (2) employees, provided such employees have completed the probationary period. The employer shall be advised of the names of Stewards and shall be notified of any changes from time to time. The Steward shall not lose income for scheduled hours for required attendance at grievance meetings. An alternate Steward may be designated by the Union to act in the absence of the regular Steward.

- 7.02 The Employer agrees to allow such reasonable time as is necessary for the Stewards to investigate disputes. The Union recognizes the Steward is employed by the Agency and that she will not leave her work during working hours except to perform her duties under this agreement. Therefore, no Steward shall leave without permission from her Supervisor, whose permission shall not be unreasonably denied.
- 7.03 It is agreed that the Union will elect or otherwise select a negotiating committee consisting of three (3) employees (including one relief and one full-time), one (1) of which shall be the President, to exclusively carry out negotiating for the renewal, with or without amendment of the collective agreement.
- 7.04 A Labour Management Committee consisting of three (3) representatives of the local Union and up to three (3) representatives of the Employer shall be established to discuss matters of mutual concern as may arise from time to time. On notification by either party, a date for a meeting will be arranged within two (2) weeks. Each party will provide the other with a written agenda for such meeting. The committee shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this collective agreement.
- 7.05 a) The Employer and the Union agree to co-operate in the observation of all reasonable safety rules and practices.
- b) The Health and Safety Committee will be made up of two (2) persons from each of the Union and Management, and will meet once every three (3) months or more often, at the call of either party.
- The committee will meet no later than two (2) months after ratification.
- 7.06 The Grievance Committee shall be comprised of the President and a Union Steward.
- 7.07 The agenda and the minutes for regular meetings of the Board of Directors will be sent to the local Union President as soon as they are available.
- The local Union President may request an opportunity to present an issue to the Board of Directors. Such requests will be made to the Executive Director for decision.
- Such requests shall not be unreasonably denied.
- 7.08 Time spent on the Labour Management Committee and other related committees shall not result in lost wages for these employees for hours regularly scheduled during the meeting period.
- 7.09 The recognized negotiating committee will not lose regular wages for scheduled hours for time spent at the first four negotiating meetings for the renewal of this agreement.
- 7.10 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees in negotiations, labour management and grievance meetings. Such representative shall, with prior approval from the Executive Director and/or the Program Director, have access to non-client areas of the employer's premises in order to deal with the matters arising from any such meetings.

- 7.11 No individual or group of employees shall undertake to represent the Union at meetings with the Employer without prior written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- 7.12 All correspondence between the parties hereto arising out of the Agreement or incidental thereto shall pass to and from the Executive Director or his/her designate to the Union mail box. The Union shall supply the employer with the names of the employees who shall have access to such mail box.

ARTICLE 8 - DISCIPLINE

8.01 Letters of Reprimand:

Disciplinary letters shall be removed from the individual's personnel file once an employee has been free of discipline for a period of twelve (12) months. Once removed the said letters shall not be relied upon in support of discipline or discharge and shall be destroyed.

- 8.02 Discipline may include: verbal warnings, written warnings, suspension with or without pay, and dismissal.

8.03 Right to be Represented by Steward:

An employee subject to be disciplined shall have a right to the attendance of a shop steward or other representative of the Union in the disciplinary process. If a shop steward is not immediately available, the disciplinary meeting shall be rescheduled. In any event, the rescheduled disciplinary meeting shall take place within twenty-four (24) hours.

A steward or other representative of the Union who is called in to attend a disciplinary meeting will be compensated at the regular rate for time spent in the meeting during regular working hours only.

8.04 Reviewing of File:

Upon thirty-six (36) hours' notice from the employee, an employee may review her personnel file in the presence of the Employer. An employee shall have the right to make copies of any material contained in their personnel record.

- 8.05 Where the Employer disciplines an employee, a copy of the discipline notice will be given to the employee and to the Steward.

- 8.06 a) Where the Employee's behaviour, in the opinion of the Agency, appears to put in jeopardy the welfare of participants and/or other staff in the Shelter, the Agency, may exercise the right to immediately suspend the employee with pay for the purpose of investigating a complaint prior to determining whether disciplinary action is warranted.

- b) Where it is found after the investigation that there was an absence of just and sufficient cause, the Agency agrees to communicate this to the employee and the Union in writing. All material in the employee's personnel file pertinent to the incident shall be removed forthwith.
- 8.07 The Agency shall not discipline an employee except for just and sufficient cause. Where discipline is required, the principles of progressive discipline shall be followed.
- 8.08 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Definition of a Grievance:

A grievance shall be defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement.

- 9.02 At each step of the grievance and arbitration procedure, the grievor shall have the right to be present.

9.03 Complaint Stage:

An earnest effort will be made to settle grievances fairly and promptly in the following manner:

Before a complaint is reduced to a written grievance, the employee will be encouraged to discuss it with her immediate supervisor. Where the matter involves an interpretation of the collective agreement, the employee may request the assistance of her steward. Failing settlement of the matter, the following procedure shall apply:

Step 1:

The grievance shall be submitted in writing within ten (10) working days after the Union knew or ought to have known about the grievance, to the Program Director. The written grievance shall be signed by the grievor and the steward and shall identify the nature of the grievance, the remedy sought and the provisions of the agreement which are alleged to be violated. The Program Director shall convene a meeting with the Union's grievance committee, which shall be composed of the President and a steward of the Union. Such meeting will take place within five (5) working days after the receipt of the grievance. The Program Director shall give her decision delivered in writing to the local president within five (5) working days of such meeting.

Step 2:

If the grievance is not settled at Step 1, it shall be submitted to the Executive Director within ten (10) working days of receipt of the response at Step 1. The Executive Director will convene a meeting of the parties (including the National Representative of the Union) within five (5) days of the receipt of such grievance and shall render a decision in writing within five working days following the meeting. The decision shall be sent to the local President and the grievor.

Failing settlement under the above procedure, the grievance may be submitted to arbitration as hereunder provided, within fifteen (15) days after the decision at Step 2 has been given.

9.04 "Days" for the purpose of this Article shall mean any working days save and except Saturdays, Sundays and paid holidays.

9.05 The time limits as outlined in this article may be extended at the mutual written consent of the Agency and the Union.

If, in any step, the Agency fails to give a written answer within the required time limit, the Union may submit the grievance to the next step at the expiration of the time limit.

It is agreed that the purpose of the article is best served both when time limits are adhered to and when the parties mutually agree to the extension of time limits where it is appropriate to do so.

9.06 A policy grievance shall be defined as a dispute involving a question of general application or interpretation of an article(s) of the collective agreement, which arises directly between the Agency and the Union. It shall be submitted directly at Step 1 subject to the time limits set out in this article. The provisions of this section may not be used with respect to a grievance directly affecting individual employees or a group of employees.

9.07 A group grievance is defined as a grievance where two or more employees in one or more programs allege that a specific provision or interpretation of this agreement has been violated and the employees request the identical relief. The group grievance shall be presented directly at Step 1.

9.08 By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 10 - ARBITRATION

10.01 Where a difference arises between the parties relating to 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 of the parties may, after exhausting the grievance procedure as herein provided, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

- 10.02 Under normal circumstances, the parties agree that the arbitration process will be by a single arbitrator agreed between the parties, or failing agreement within thirty (30) days of written notice of arbitration, through a Ministry appointment in accordance with Section 49 of the OLRA.
- 10.03 Where particular arbitration is in the opinion of either party, of critical importance to them and/or requiring the assistance of expert knowledge, the following process may be used:
- 10.04 Within ten (10) working days following the request of either party for a Board of Arbitration, each party shall notify the other of the name of its nominee.
- 10.05 Each party will appoint a Nominee to a Board of Arbitration. The two (2) Nominees will be required to agree upon the name of an Arbitrator who will be asked by them to sit as Chair of the Arbitration Board.
- 10.06 Should the two Nominees fail to agree upon a Chairperson within thirty (30) days of the second Nominees notification, the appointment shall be made by the Ministry of Labour upon request of either party.
- 10.07 The decision of the Board of Arbitration established in the above manner shall be final and binding on the Employer and the Union.
- 10.08 Each of the parties to this Agreement will bear the expense of its Nominee to the Board of Arbitration and will jointly share the expense of the Chairperson.
- 10.09 No person shall be selected as an Arbitrator who has been directly involved in attempts to negotiate or settle the Grievance.
- 10.10 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, to alter, modify, or amend any part of this Agreement.
- 10.11 The time limits may be extended by mutual written consent of the parties.

ARTICLE 11 - DISCHARGE

- 11.01 It is agreed that a discharge grievance shall commence at Step 2 of the Grievance Procedure.

ARTICLE 12 - SENIORITY

- 12.01 a) Seniority is defined as the length of service in the bargaining unit and shall include service with the Agency to the certification or recognition of the Union and periods of absence from work during which seniority is not broken under the provision of this agreement.
- b) A newly hired full-time employee must successfully complete a probationary period of six (6) months of full-time work or four hundred and fifty (450) hours for part-time employees.

Employees who have completed their probationary period and have been retained by the agency at the expiration thereof, shall be considered an employee and shall be credited with seniority from their most recent date of hiring.

- c) The Agency shall provide a mid-probation report, in writing, at approximately the mid-point of an employee's probation period.
- d) The Agency shall provide written evaluations prior to the completion of the employee's probationary period.

12.02 a) The term "seniority" as used in this Collective Agreement shall be deemed to mean the number of hours worked with the Agency, computed from the most recent date of hire by the Agency. For part-time employees and relief employees, one (1) year will equal one thousand, eight hundred and twenty (1820) hours. No more than one (1) year of seniority (up to one thousand, eight hundred and twenty (1820) hours) may be accumulated in any one (1) year.

- b) Employees who have accumulated seniority in the bargaining unit shall retain but not accumulate seniority when transferred to a non-bargaining unit position for a period of not more than six (6) months.

If during the six (6) month period the employee wishes to relinquish the position or the employer deems the employee to be unsuitable, such employee shall be returned to the position held prior to the transfer, as the said position will be filled on a temporary basis as necessary, in accordance to the collective agreement

- c) Seniority shall operate on a bargaining unit wide basis, for layoff and recall.
- d) There shall be one seniority list for relief, part-time and full-time employees. Full time employees will have seniority listed in years; part-time and relief employees will have seniority listed in hours.
- e) If an employee is transferred from full-time to either part-time or relief, the following formula will be used to calculate seniority from one group to another: one (1) year equals one thousand, eight hundred and twenty (1820) hours.

If an employee is transferred from either part-time or relief to full-time, the following formula will be used to calculate her seniority from one group to another: one thousand, eight hundred and twenty (1820) hours equals one (1) year.

12.03 The Employer agrees to observe the seniority of employees in situations of layoff, of more than three (3) consecutive regular shifts, and recalls provided that the employees have the relevant skill, ability, efficiency and qualifications required to perform the job. In such situations, where more than one (1) employee is qualified for the job, then seniority shall govern.

12.04 Seniority shall continue to accumulate for a maximum period of twenty-four (24) months where an employee has completed her probationary period and is absent from work due to illness or injury or approved leave of absence.

- 12.05 An employee on maternity leave shall continue to accumulate seniority for the duration of such leave.
- 12.06 An employee shall continue to accumulate seniority when absent from work due to vacation, paid holidays, or any leave of absence (to six [6] months per leave).
- 12.07 If a contract employee works on a contract for at least six (6) months (or four hundred and fifty [450] hours for part-time) and is hired as a permanent employee within three (3) months of the expiry of the contract, provided that the permanent job requires the same skills as the contract position, the time spent on the contract position will be deemed to be the probationary period and all hours worked during the contract will be credited towards seniority.

ARTICLE 13 - LOSS OF SENIORITY

- 13.01 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
- a) Voluntarily resigns, retires or is discharged and the discharge is not reversed through the grievance or arbitration procedure.
 - b) Is absent from work more than twenty-four (24) months by reason of illness, or other disabilities.
 - c) Is absent from work due to layoff for a continuous period or more than twenty-four (24) months.
 - d) Fails to return to work after layoff within ten (10) calendar days after being requested to do so by management, by registered mail sent to the last address recorded by the employee and appearing on the records. This time limit may be extended by the employer for justifiable reasons.
 - e) Takes work elsewhere during a leave of absence or sick leave without written consent of the Employer.
 - f) Overstays a Leave of Absence without a justifiable reason.

ARTICLE 14 - SENIORITY LIST

- 14.01 The Agency shall supply the Union with a current seniority list in January and July of each year, showing employee's names, classification and their seniority as per Article 12.02 d).
- 14.02 The Agency shall in January and July of each year post a copy of the revised seniority list on the union bulletin board. If an employee does not challenge the employer's seniority standing as indicated on the seniority list within thirty (30) days from the date the seniority list is posted, then the employee shall be deemed to have the proper seniority standing. The Agency shall make a correction to the seniority list, when applicable, within seven (7) days of the date an employee notifies the Agency that the seniority standing as indicated on the list is incorrect.

ARTICLE 15 - JOB POSTING

- 15.01 In the event new jobs are created or vacancies occur in the existing job classifications which the Agency intends to fill, they shall be handled in the following manner:
- a) The Employer shall post all vacancies and new jobs created on bulletin boards inside the counseling and child advocate offices where all employees may see them, and they shall remain posted for a period of seven (7) working days, excluding week-ends and statutory holidays. Such notice shall include the name of the position, minimum qualifications required, wage rate and regular hours of work.
- 15.02 a) Employees shall have the right to make written application to fill such vacancies or new jobs during the posting period. The Employer will consider the applications on the following basis:
- i) The experience, qualifications, skills and ability to do the work and the efficiency of the employees concerned shall be the primary consideration.
 - ii) But, where two (2) applicants are relatively equal on the above factors, seniority shall govern.
- b) An employee who moves into a new classification will be on trial for ninety (90) days in that new position. Such an employee will be able to return to her former position within ninety (90) days if either:
- i) The employee feels that she is not suitable for the position and wishes to return to her position, or
 - ii) The Agency feels that the employee is not suitable for the position and requires that she returns to her former position.
- 15.03 a) All vacancies, which have been determined by the employer to exist, shall be posted in accordance with the collective agreement.
- b) Nothing herein shall prevent the Agency from advertising externally during the posting process, however all internal applicants shall be considered before external applicants are considered. Employees who apply for the position and who meet the criteria described in Article 15.02 above will be given preference over external candidates if they meet the requirements of the job.
- c) Nothing herein shall prevent the Agency from temporarily filling the vacant job during recruitment period at the Agency's discretion; subject to giving first preference to existing employees who are qualified to perform the work. Further, the Agency shall not be required to post vacancies, which result from the temporary absence of employees such as short-term illnesses, or authorized leave of absence of up to three (3) months. The Agency will notify the union in writing when filling these temporary absences and provide the union with the reason for the temporary absences, and the length of time of the replacement.

ARTICLE 16 - LAYOFF AND RECALL

- 16.01 A layoff shall be defined as a reduction in staff or a reduction of scheduled hours affecting an employee. The employee shall have the option of accepting the reduction in hours or exercising her rights under Article 16.02.
- 16.02 In the event of a proposed layoff of a permanent nature, the Agency agrees to:
- a) Provide notice to the Union of no less than three (3) months written notice of a proposed layoff unless the reason for the layoff is a reduction in the Agency's funding in which case the Agency will inform the Union as soon as it is known that the reduction in funding may result in layoffs.
 - b) Provide notice to the affected employee(s) of no less than three (3) months written notice of layoff, or pay in lieu thereof, unless the reason for the layoff is a reduction in the Agency's funding in which case the Agency will inform the employee(s) as soon as the layoff decision is made.
- 16.03 Employees shall be laid off in accordance with Article 16.02 in reverse order of their bargaining unit wide seniority provided that the remaining employees are qualified and are willing to do the work which is then available.
- 16.04 New employees shall not be hired for a position until those who are laid-off and who are qualified for the position have been recalled.
- 16.05 No employee shall be laid-off as a result of contracting out work being performed by the bargaining employees.
- 16.06 Where the Agency is providing three (3) months' notice to the Union of an impending permanent layoff, the Agency will commence meetings with the Labour Management Committee prior to the notice. The Committee will review alternatives to the layoff decision. Where the notice had to be less than three (3) months, the Agency will meet with the Labour Management Committee forthwith after the decision has been made.

ARTICLE 17 - EMPLOYEE PROTECTION

- 17.01 The Employer shall take every reasonable precaution to protect an employee, or employees, in the case of a work related threat or intimidation to an employee's personal safety. When such a threat is received, the employee(s) shall inform a member of management of the incident. The Employer shall be responsible for instituting and maintaining a workable procedure for monitoring such incidents. As part of taking every reasonable precaution, the Agency agrees to perform annual security and safety inspections of the building in conjunction with the local police and fire department.
- 17.02 The Employer will provide a taxi to the nearest subway for staff arriving at or leaving the Shelter after 10:00 pm or before 6:00 am where it is not possible to make safe alternative travel arrangements.
- 17.03 Legal expenses coverage will be available according to the terms and conditions of the existing professional and general liability policy.

- 17.04 a) The Union and the Employer recognize the right of employees to work in an environment free from harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints of harassment which may arise in the workplace.
- b) The employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality.
- 17.05 The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a disciplinary infraction.
- 17.06 a) The Agency and the Union are aware of the provisions of the Ontario Human Rights Code that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principal and will encourage employees to utilize the procedures set out in HR Policy 5.3 - Harassment, Sexual Harassment prior to filing a grievance.
- b) Where the alleged harasser is the person who would normally deal with the first step of the complaint/grievance, that person will not be involved in the process.
- c) No information relating to the complainant/griever's personal background, life style or mode of dress will be admissible during the complaint/grievance or arbitration process.

ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 An employee may be granted a leave of absence without pay for personal reasons provided:
- a) She requests it from the Agency in writing at least twenty (20) days prior to such leave.
- b) The leave does not interfere with operations.
- c) An emergency request for a leave of absence without pay would be considered as per the ESA.
- d) Any request for a leave shall not be unreasonably denied.
- 18.02 All leaves of absence granted for a period of twelve (12) calendar months or less under Article 18.01 above are predicated on:

- a) The Employer's commitment to reinstate the employee upon the expiration of the leave of absence, to the employee's former position and classification, or if the former position no longer exists, to a comparable position and classification, provided that the employee meets the criteria of Article 15.02, at a salary rate not less than the salary rate the employee was earning at the commencement of said leave.
- b) If on the return from an authorized leave of absence an employee's job no longer exists and there is no comparative job, the employee may exercise her seniority to obtain a job to which she is fully qualified and suitable, and in accordance with the criteria of Article 15.02 and will be paid at the salary level of the new job.

- 18.03
- a) Leave of Absence without pay shall be granted to attend Union meetings, conferences or conventions provided however, that the said leave will not total more than fifteen (15) working days per year, that sufficient notice of such leaves of absence will have been provided to the Executive Director and/or the Program Director, that such leave will not unduly interfere with the proper functioning of the Agency. Not more than three (3) employees shall be granted leave at any one time.
 - b) During such leave the employee(s) salary shall be maintained by the employer on the basis of what the normal regular hours of work would have been, provided that the Union reimburses the employer within sixty (60) days of billing. In the event that the employer has to replace the employee and the cost of such replacement exceeds the cost of the normal regular hours of work, such excess shall be included in the billing to the Union.
 - c) Approval for such leave shall not be unreasonably withheld.

18.04 **Union Leave**

An employee who is elected or selected for a temporary full-time position with the Union, or anybody with which the Union is affiliated, shall be granted a leave of absence without pay or benefits, but with seniority for up to one year.

The Union agrees that application for such leave shall be made in writing as far in advance as possible, but in any event not less than one (1) month prior to the desired commencement of the leave. It is understood that no more the one (1) bargaining unit member shall be granted such a leave during the term of this collective agreement.

Such leave may be extended on agreement of the Parties. If the leave is for twelve (12) months or less, the employee shall have the right to return to her former position.

The Employer agrees that it will continue to provide all wages and benefits, which will be reimbursed to the employer by the Union.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 a) In the event of a death in the immediate family, full-time and part-time employees shall be granted upon request four (4) days leave within ten (10) days of such a death without loss of regular pay. In the event of an Aunt or Uncle the leave shall be one (1) day.
- b) "Immediate family" shall mean spouse, common law spouse as defined in the Family Law Act, cohabiting partner as registered in the employee's benefit package, parent, surrogate parent, sibling, child, step-child, grandchild, father-in-law, mother-in-law, son or daughter-in-law, grandparents, step-parents, brother and sister, brother-in-law or sister-in-law, ward of the employee, nieces and nephews and a relative permanently residing in the employee's residence or with whom the employee permanently resides.
- 19.02 If requested, the employee will provide the Employer with proof of the eligibility to Bereavement Leave.
- 19.03 Additional unpaid time may be made available for bereavement leave as required by special circumstances with the mutual agreement of the employee and Agency. On request, the employee will provide proof to support the need for additional Bereavement Leave. Such additional leave shall not be unreasonably denied.

ARTICLE 20 - EDUCATION LEAVE / EMPLOYMENT

- 20.01 If required by the Agency, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications.
- Where employees are required by the agency to take courses to upgrade or acquire new employment qualifications the agency shall pay for the tuition, lost time and required text books associated with the course, providing the employee successfully completes the course.
- 20.02 **Sabbatical**
- Staff who completed four (4) years or more of employment may be granted at the discretion of the Executive Director or designate up to one (1) year of leave for educational purposes. The foregoing shall be predicated on:
- a) No wages or benefits shall be paid.
- b) If there is more than one request, the second shall be granted only on the ability of the agency to accommodate said request.
- 20.03 The Employer may approve a flexible schedule to allow an employee to take courses to upgrade her qualifications related to the work of the Shelter.

ARTICLE 21 - JURY DUTY

- 21.01 An employee, when called for jury duty or subpoenaed as a witness in court, will be compensated for the difference between her normal earnings for normally scheduled shifts and the payment received for jury duty or witness fee, for up to a maximum of twenty (20) scheduled working days in each calendar year. In order to receive this payment, however, the employee must notify and provide proof to the Agency as soon as she has received the notice for jury duty or notice of being subpoenaed as a witness in court, and provides proof that she reported for jury duty or attended as a witness.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

- 22.01 Pregnancy and parental leave shall be governed by the *Ontario Employment Standards Act*.

ARTICLE 23 - HOURS OF WORK

- 23.01 The following is intended to define the normal hours of work, but shall not be interpreted as a guarantee of hours of work.
- 23.02 The normal hours of work for a full-time employee shall be an average of not less than twenty-nine (29) or more than thirty-five (35) hours per week.
- 23.03 The normal hours of work for a part-time employee shall be up to twenty-eight (28) hours per week.
- 23.04 Hours of work for relief employees shall be dependent on the needs of the Employer on a week-to-week basis, but shall not normally work more than twenty-four (24) hour per week. Relief assignments shall be made on the basis of availability and seniority.
- 23.05 Where a part-time or relief employee reports to work, having been asked and agreed to work the shift and the work is not available, she will be paid four (4) hours pay at her regular hourly rate of pay, and she may be required to work for the four (4) hours period she is qualified to perform. Where this results in her work period ending at a time when public transport is not available to her and she does not have her own transportation, the Agency will provide her transportation to her home.
- 23.06 When a relief staff meeting is called, a relief employee who is not scheduled to work shall be paid the greater of time spent at the meeting at her regular hourly rate of pay or two (2) hours at her regular hourly rate of pay.
- 23.07 Where a regular full-time employee calls in sick, and where her replacement has subsequently been booked, no change will be made after the replacement is booked in the period of twenty-four (24) hours prior to the start of the replacement's shift.
- 23.08 Effective January 1st, 2012, a relief employee shall be deemed to have lost all seniority and service and to be terminated if she has refused all opportunities to work for a period of three (3) consecutive months, unless she is on an authorized leave of absence or absent due to illness or injury.

23.09 Inclement Weather

Where the employer authorizes employees to leave prior to the end of their regularly scheduled work day or not report to work because of inclement weather, such employees shall not suffer any loss of salary or benefits.

ARTICLE 24 - OVERTIME

- 24.01 Hours which have been approved and have been worked in excess of thirty-five (35) hours and up to forty-four (44) hours per week (as averaged over the cycle of the schedule), will be compensated by being granted equivalent compensatory time off at straight time. This time may be taken at a time mutually agreeable to by the Employer and employee within sixty (60) days. If, however, there is no such agreement, then this compensatory time off shall be scheduled by the Agency. All hours worked in excess of forty-four (44) hours per week (as averaged over the cycle of the schedule) will be compensated at time and a half.
- 24.02 Compensatory time may be accumulated up to a maximum of fourteen (14) hours and can be used for equal trade for time off arranged by mutual agreement between the Agency and the employee.
- 24.03 Time spent on staff development, workshops outside the Shelter, which are required by the Agency, and staff meetings of not more than four (4) hours shall be considered time worked for the purpose of the overtime provision.
- 24.04 An employee who is absent on paid time during her scheduled work week because of sickness, bereavement, holidays or vacation shall be considered as if she had worked during her regular scheduled hours during such absence for the calculation of eligibility for overtime rates.

ARTICLE 25 - VACATION

- 25.01 For the purpose of computing vacations, the term "full year of service" shall refer to twelve (12) months of continuous full-time service.
- 25.02 Vacations will be scheduled by April 1st each year for the ensuing vacation period. Due consideration will be given by the Agency where possible. In the event of a conflict in vacation scheduling, the more senior person will be given preference. After April 1st, vacations not then scheduled will be on a first come first served basis.
- 25.03 All full-time employees will be granted four (4) weeks' vacation annually based on a thirty-five (35) hour work week. Part-time and WACAV employees will be entitled to paid vacation on a pro-rated basis. Effective 1st of the month following ratification, full-time employees will be granted five (5) weeks' vacation annually after completion of thirteen (13) years of seniority.

- 25.04 Employees may carry over **two (2) weeks** of vacation, **seventy (70)** hours for full-time and pro-rated for part-time, for up to one (1) year with the permission of the Executive Director or designate. Such permission will not be unreasonably denied.
- 25.05 Relief employees will receive vacation on the basis of the *Employment Standards Act of Ontario*.

ARTICLE 26 - PAID HOLIDAYS

- 26.01 Each full-time employee will be entitled to the following statutory holidays annually:

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

In addition, each full-time employee will be entitled to four (4) religious or floating holidays.

The Parties agree that any additional Statutory Holidays proclaimed by the Province of Ontario will be automatically added to this list of holidays.

- 26.02 The religious or floating days can be taken at any time during the calendar year with the mutual consent of management and the employee. The Employer will, in the first pay period in October, notify all employees of the number of religious or floating days that they have remaining. Such days must be used by December 31st of that year or they will be deemed to be lost. The notification will be included with the employee's payroll stub.
- 26.03 Subject to Article 28.04, an employee who is on vacation and consequently not scheduled to work on one of the above named holidays shall receive one (1) day off (such day off being equal to seven (7) hours). Such day off shall be taken at a time mutually agreed upon by the employee and the Agency but within sixty (60) days of her return from vacation.
- 26.04 An employee who is required to work on one (1) of the above holidays will be paid at the rate of time and one half for all hours worked, and in addition shall receive either seven (7) hours in compensatory time off or by mutual agreement, the equivalent of seven (7) hours of pay. Such time off will be taken at a time mutually agreed to by the Agency and the employee within the calendar year.
- 26.05 An employee will qualify for the holiday if the employee has worked the scheduled day before and scheduled day after the holiday. However, if an employee's absence on the scheduled working day immediately prior to and/or following a holiday is due to illness as confirmed by a doctor's certificate, if required by the Employer, the foregoing qualifications shall not apply and the employee will be eligible for holiday pay. An employee shall not receive both holiday pay and sick pay for a holiday.

26.06 Employees, other than full-time employees, including WACAV employees, will receive holiday pay in accordance with the *Employment Standards Act of Ontario* for the following holidays:

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

The Parties agree that any additional Statutory Holidays proclaimed by the Province of Ontario will be automatically added to this list of holidays.

ARTICLE 27 - WAGES

27.01 The wage scales and classifications shown in Schedule "A" attached to and forming part hereof shall be effective as shown during the term of this agreement.

27.02 When any new classification is created that will fall under the jurisdiction of this Agreement, the Agency will advise the Union of such new classification, the duties and responsibilities therein, the classification, and the wage rate, before implementing the same. If requested in writing, the Agency further agrees to arrange a meeting prior to the implementation of the new classification so as to provide the Union the opportunity of making representations with respect to such classification provided any such meeting shall not delay the implementation of the new classification for a period in excess of two (2) weeks beyond initial notice of the proposed classification.

Where the Union challenges the rates established for the new classification and the matter is not resolved following discussion under this Section, the dispute may be referred to arbitration in accordance with the provisions of Article 9 (Step 2) by notice in writing given to the Executive Director within ten (10) days following any meeting referred to above. Any arbitration board established hereunder shall be limited to determining an appropriate rate for the classification and such rate must be established with reference to the existing rate structure in Schedule "A" including the relationship of the new classification with the existing classifications.

27.03 Salaries will be paid on a bi-weekly basis.

27.04 Employees hired on contract for a fixed-term shall be compensated at the Schedule A rate for the applicable classification, subject to Articles 3.06 and 27.02.

ARTICLE 28 - SICK LEAVE

- 28.01 All full-time employees are entitled to one hundred and forty (140) hours of sick leave per annum, accumulated at the rate of one and two-thirds (1 2/3) days per month. A maximum of **ninety (90)** sick days may be carried over to the following year if they have not been used as of December 31st.
- 28.02 Sick leave accrued has no cash value, including at the time of termination.
- 28.03 Staff **may be required to submit** a medical certificate from a doctor, if they are away from work on sick leave for **five (5)** consecutive days or more, or when requested by the Executive Director or designate.
- 28.04 Staff must endeavor where possible to give notice of at least eight (8) hours for the overnight and four (4) hours for the day shift if they are ill. Staff must provide a satisfactory explanation for their inability to do so.
- 28.05 Staff members may use sick time to care for ill children and shall be permitted to use five (5) days per year of the accrued sick leave as mental health days.

ARTICLE 29 - HEALTH AND INSURANCE BENEFITS

- 29.01 a) The current level of health benefits in effect for full-time staff, who have been employed for three (3) months or more from their date of hire as a full-time employee, will be maintained. The Agency will pay for the cost of the premiums for such benefits.

Effective the first pay period in March 2016, the Agency will pay one-hundred percent (100%) of the cost of the Long-Term Disability. Effective March 1st, 2016 health benefit coverage will include naturopath of three-hundred (\$300) dollars per calendar year (with no per visit cap). Effective October 1, 2022, health benefit coverage will include-massage therapist of **seven hundred dollars (\$700)** per calendar year (with no per visit cap).

- b) Effective January 1st, 2012 an Employee Assistance Program (EAP) will be provided.

29.02 WACAV Employees

Effective October 1st, 2014 increase the in lieu payment to fifteen point three percent (15.3%), which includes the following benefits: insured benefits and sick leave benefits.

29.03 Relief Workers

Effective October 1st, 2014 increase the in lieu payment to fifteen point three percent (15.3%), in lieu the following benefits: insured benefits, sick leave benefits and vacations benefits in excess of the *Ontario Employment Standards Act* and holiday benefits in excess of the *Ontario Employment Standards Act*.

- 29.04 Employees hired on contract for a fixed-term shall receive payment in the amount of fifteen point three percent (15.3%) of wages in lieu of the following benefits: insured benefits, sick leave benefits, and vacation in excess of those required by Ontario's *Employment Standards Act, 2000*.

ARTICLE 30 - GENERAL

- 30.01 Effective **October 1, 2021**, Travel reimbursement for kilometrage is set at **the automobile allowance rates established by the Canada Revenue Agency (CRA)**.

Employees will be reimbursed for the cost of single, adult TTC fares they are required to incur in the course of carrying out their duties. Full-time employees who are required to travel regularly to client appointments away from the shelter in the course of carrying out their duties will be subsidized for seventy (70%) per cent of the cost of a monthly metropass. An employee cannot claim kilometrage and a metropass subsidy in the same month.

30.02 PENSION PLAN

Effective October 1st, 2014, the Employer shall contribute and match eligible full-time employee's contribution to an RRSP to a maximum of four-point three percent (4.3%) of the employee's salary.

- 30.03 The Employer shall conduct three (3) sessions of professional development and/or training in each calendar year. The Employer will consult with employees on the selection of topics for such sessions.

- 30.04 The Agency shall review and update current job descriptions to coincide with present job functions and provide the Union with copies of each job description within the term of this agreement.**

ARTICLE 31 - REPRODUCING THE AGREEMENT

- 31.01 The Employer and the Union will share equally in any cost of reproducing the Collective Agreement.

ARTICLE 32 – RENEWAL, AMENDMENT AND TERMINATION


- 32.01 This Agreement shall continue in effect until September 30th, 2023 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other in writing, within ninety (90) days prior to the annual expiration date, that they desire to amend or terminate this Agreement.
- 32.02 In the event of notification being given as to amendment of the Agreement, negotiations between the parties shall begin within forty-five (45) days following such notification.
- 32.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this

Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Labour Relations Act, of the Province of Ontario which culminate in a strike or lockout.


SIGNED THIS 21st DAY, October 2022 IN THE CITY OF Toronto, ONTARIO

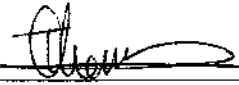
FOR THE EMPLOYER:

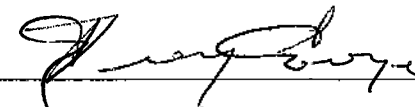
FOR THE UNION:



Gubby Dessye









SCHEDULE A - WAGES

Effective October 1st, 2021: All current wages shall be increased by point **nine seven percent (0.97%)**.

Effective October 1st, 2022: All current wages shall be increased by point **nine seven percent (0.97%)**.

Schedule A - Yorktown Family Services - Violence Against Women Services

Canadian Union of Public Employees, Local 3878

October 1, 2021 to September 30, 2023

FULL TIME	10/1/2021 0.97% Increase Adjusted for Pay Equity	10/1/2022 0.97% Increase Pay Equity to be determined
Transitional Support Worker	\$62,590.28	\$63,197.41
Transitional Housing and Support Counsellor	\$56,504.28	\$57,052.37
Counsellor	\$56,504.28	\$57,052.37
Child Advocate Worker	\$56,504.28	\$57,052.37
House Maintenance Coordinator	\$54,515.40	\$55,044.20
Night Shift Worker	\$49,608.25	\$50,089.45
Resident Women's Advocate	\$47,197.29	\$47,655.11
Cook - Nutrition Counsellor	\$47,197.29	\$47,655.11
PART TIME	10/1/2021 0.97% Increase Adjusted for Pay Equity	10/1/2022 0.97% Increase Pay Equity to be determined
Counsellor	\$31.48	\$31.79
Housing Worker	\$27.26	\$27.53
Night Shift / Weekend Support Worker	\$27.26	\$27.53
WACAV Worker	\$25.75	\$26.00

CASUAL	10/1/2021 0.97% Increase Adjusted for Pay Equity	10/1/2022 0.97% Increase Pay Equity to be determined
Relief Worker	\$27.26	\$27.53

LETTER OF UNDERSTANDING

RE: LAYOFF AND ELIMINATION OF POSITIONS

In the event of a proposed layoff, or the elimination of a position within the bargaining unit, The Employer shall **make reasonable efforts to** provide at least ninety (90) calendar days' advance notice to the Union. Following such notice, the Employer shall meet with the Union within fifteen (15) calendar days to review alternatives to the proposed layoff, and discuss the rationale for such layoffs/ elimination. The rationale for the layoffs / elimination of positions shall include the related financial and operational information giving rise to the decision to layoff and/or eliminate a position.

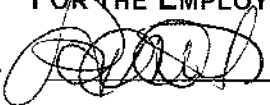
In the event of a layoff or the elimination of a position within the bargaining unit, and prior to the Employer issuing individual layoff notices, as per Article 16, the parties shall meet with the joint Union/Management Committee to explore all options, rationale and any agreement reached will be final and binding on all concerned.

Meetings of the Committee shall be held during normal working hours and time spent attending such meetings shall be considered time worked for all purposes and shall be paid at the employee's normal rate on a straight time basis. Time spent outside of regular hours by employees attending the Committee meeting will be paid for at the employee's normal rate of pay on a straight time basis.

Where a decision has been made to layoff and/or eliminate a position, and no comparable alternatives have been found, an affected individual employee shall be allowed up to three (3) paid working days to engage in a job search. Such days shall be taken at a time mutually agreed upon by the employee and their supervisor. An employee's request shall not be unreasonably denied.

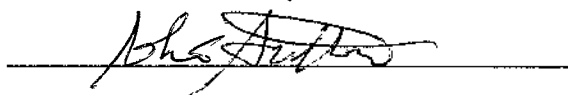
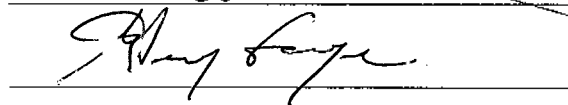
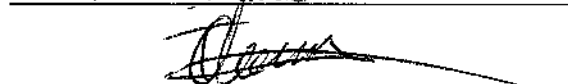
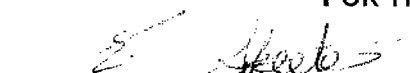
SIGNED THIS 21st DAY, October 2022 IN THE CITY OF Toronto, ONTARIO

FOR THE EMPLOYER:



Gabby Deszya

FOR THE UNION:



LETTER OF UNDERSTANDING

RE: EMPLOYEES SIMULTANEOUSLY WORKING IN FULL AND PART-TIME POSITIONS


During the negotiation process the parties discussed a number of issues arising from the circumstances of Debbie Bolt working as a part time employee in the WACAV program as well as a full-time employee in the Shelter.

The parties agreed to red circle this one (1) employee as follows; a) they would continue to receive insured benefits and sick leave benefits in-lieu payment of fifteen-point three percent (15.3%), and b) they would continue to receive the pro-rated vacation payment associated with WACAV positions during their week of vacation from their full-time position. If this employee has five (5) weeks of vacation in their full-time position, the four (4) days' vacation pay associated with their WACAV position will be paid in five (5) equal instalments (5.6 hours) for each of the employee's weeks of vacation.

The employee will not be required to work in the WACAV position during those weeks.


SIGNED THIS 21st DAY, October 2022 IN THE CITY OF Toronto, ONTARIO

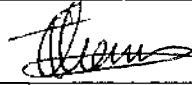
FOR THE EMPLOYER:

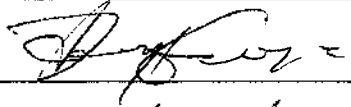


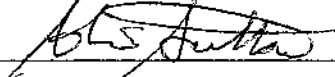
Gabby Desjard

FOR THE UNION:









LETTER OF UNDERSTANDING
RE: FOUR (4) DAY WORKWEEK TRIAL

The Parties agree to establishing a flexible work arrangement, **where non-shift employees may request to work four (4) days per week, subject to the following conditions:**


- 1. Participation in the four (4) day work week flex arrangement shall be subject to management approval and will be considered based on operational needs and demands, and staffing levels.**
- 2. Employees may not participate in the four (4) day work-week until completing their probationary period, or if on a performance improvement plan.**
3. The hours of work will be as follows; "A" shift will be 9:30 AM to 8 PM - Ten and one half (10.5) hours inclusive of one half (1/2) hours unpaid lunch - on Monday and Thursday and from 9:00 am to 4.30 pm – Seven and one half (7.5) hours - on Tuesday and Wednesday. "B" shift will be 9:30 am to 8:00 pm - Ten and one half (10.5) hours inclusive of one half (1/2) hours unpaid lunch on Tuesday and Thursday and from 9:00 am to 4.30 pm – Seven and one half (7.5) hours - on Wednesday and Friday.
4. The parties will mutually agree on the frequency of shift rotation.
- 5. Continued participation in the four (4) day work week shall remain subject to management approval based on operational needs and demands, staffing levels, and where an employee is placed on a performance improvement plan.**
6. The above schedule will be flexed if required in order to enable employees to attend monthly transitional meetings and trainings.

Day of the Week	"A" Shift	"B" Shift
Monday	9:30 am to 8:00 pm	Off
Tuesday	9:00 am to 4:30 pm	9:30 am to 8:00 pm
Wednesday	9:00 am to 4:30 pm	9:00 am to 4:30 pm
Thursday	9:30 am to 8:00 pm	9:30 am to 8:00 pm
Friday	Off	9:00 am to 4:30 pm

This letter of understanding shall remain in effect for the duration of the term of this collective agreement, dated from October 1, 2021 to September 30, 2023.


SIGNED THIS 21st DAY, October 2022 IN THE CITY OF Toronto, ONTARIO


FOR THE EMPLOYER:

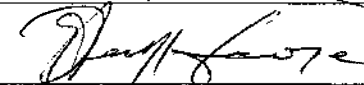



Gabby Desye

FOR THE UNION:










LETTER OF UNDERSTANDING

RE: PROFESSIONAL COLLEGE

If legislation changes to require employees to become members of a professional college in order to perform their duties and responsibilities for the Employer, the parties agree that the Employer and Union shall meet to discuss such changes.

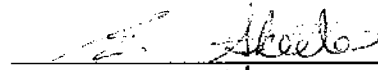
SIGNED THIS 21st DAY, October 2022 IN THE CITY OF Toronto, ONTARIO


FOR THE EMPLOYER:

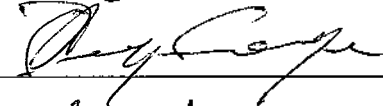


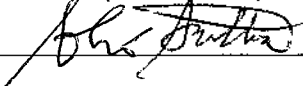
Gabby Desye

FOR THE UNION:









LETTER OF UNDERSTANDING

RE: PENSION EVALUATION COMMITTEE

The parties hereby agree to form a Pension Evaluation Committee ("PEC") to study a number of pension plans, including the Multi-Sector Pension Plan ("MSPP"), for the purposes of considering participation in a pension plan and the terms and conditions of any such participation.

The PEC shall be comprised of an equal number of members of management and employees.

The PEC shall convene for its first meeting not later than October 15, 2019.


Upon providing ten (10) calendar days' advance, written notice, a Union representative may attend at a scheduled meeting of the PEC and make representations to the committee or observe the proceedings. Management members of the committee may also invite third parties to make representations to the committee or observe the proceedings.

Should the parties mutually agree, the agency may participate in the approved plan prior to the expiry of the collective agreement.

The agency shall not unilaterally participate in a plan without the agreement of the Union.


SIGNED THIS 21st DAY, October 2022 IN THE CITY OF Toronto, ONTARIO

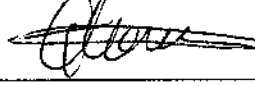
FOR THE EMPLOYER:

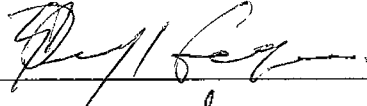



Gabby Desye

FOR THE UNION:









LETTER OF UNDERSTANDING


RE: JOINT JOB DESCRIPTION REVIEW COMMITTEE:

The parties hereby agree to form a trial Joint Job Description Review Committee, on the following basis:

1. The Committee shall be composed of four (4) members in total, two (2) members each from the Union and the Employer. The parties may also invite a subject matter expert to provide greater context on the applicable job being reviewed;
2. The Committee shall be tasked with reviewing bargaining unit job descriptions and job functions;
3. The Employer retains the sole discretion to make amendments to its job descriptions and job functions;
4. The Committee shall meet at least once every three (3) months for one (1) hour, at a mutually agreed upon time; and,
5. The trial shall be in effect for the term of this collective agreement. This letter of understanding shall expire upon the expiration of the collective agreement.

SIGNED THIS 21st DAY, October 2022 IN THE CITY OF Toronto, ONTARIO

FOR THE EMPLOYER:



Garbey Desye

FOR THE UNION:

