

COLLECTIVE AGREEMENT

-between-



GUELPH – WELLINGTON WOMEN IN CRISIS

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, AND
IT'S LOCAL 4393

CUPE | Canadian Union
of Public Employees

Effective: April 1, 2024 – March 31, 2027

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ARTICLE 1 – GENERAL PURPOSE

- 1.01 Whereas Guelph-Wellington Women in Crisis and the Canadian Union of Public Employees are committed to feminist values and dedicated to improving the social and economic position of marginalized communities and are committed to working towards the goal of economic security and improved working conditions of marginalized communities, therefore, it is the purpose of both parties to this agreement:
- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and its Employees in a manner that reflects respect for all staff and their crucial role in the organization;
 - (b) to agree that the commitment to the work of the organization is a shared one and the Employer and Employee must work in partnership to bring about beneficial change in the workplace as well as in society in general;
 - (c) to recognize the mutual value of joint discussions and negotiations on all matters pertaining to the employment, salaries, hours of work, policies and job descriptions and other conditions of employment as set out in this Agreement;
 - (d) to provide the means for the prompt and equitable disposition of grievances;
 - (e) that the primary mission of the organization is to ensure the highest possible standards of service for service users, of Guelph-Wellington Women in Crisis;
 - (f) to promote the morale, well being and security of all Employees in the Bargaining Unit as described herein and agree that the benefits of Unionization for Employees moves us closer to greater equality in society.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Canadian Union of Public Employees as the exclusive bargaining agent of all Employees of Guelph-Wellington Women in Crisis save and except: Supervisors/Coordinators and persons above the rank of Supervisor/Coordinator and the Administrative Assistants. For the purposes of clarity, the parties agree that any persons employed in a confidential capacity in matters relating to labour relations are excluded from the bargaining unit.

2.01 No Other Agreements

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or designate which may conflict with the terms of the Collective Agreement.

2.02 Applications and Definitions

The terms “Employer,” “Agency,” “Program Area,” or “Management” wherever used throughout this Agreement will refer to Guelph-Wellington Women in Crisis.

The term “Union” will refer to Canadian Union of Public Employees.

“Business Day” will mean a day other than Saturday, Sunday or specific paid holiday.

“Working Day” will mean any day an Employee works.

“Certified, qualified physician” will mean a doctor who is registered with the College of Physicians and Surgeons of Ontario.

“Date of Hire” will mean the date that waged employment was offered to the Employee within the bargaining unit whereby establishing an employment relationship with Guelph-Wellington Women in Crisis. Effective September 19, 2013 “Date of Hire” will mean the first day of paid employment. For purposes, only, of identifying seniority date in the event that there are 2 (two) or more Employees who commence employment on the same date, the date that wage employment was offered to the Employee will be used.

2.03 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by Employees covered by this Agreement, with the exception of the Coordinators, Supervisors, and Managers, and except for purposes of instruction, or in emergencies when Employees are not readily available. This section not to be used to displace regularly scheduled Employees of the Bargaining Unit 2.04.

2.04 Definitions of Employees

“Employee” or “Employees” wherever used in this Agreement shall mean respectively an Employee or Employees in the bargaining unit as described in Article 2.

(a) Full-Time

Full-time Employees are defined as those Employees who are regularly scheduled for thirty-two (32) hours or more.

(b) Part-Time

Part-time Employees are defined as those Employees who are regularly employed for less than thirty-two (32) hours per week.

(c) Relief

Relief Employees are defined as those Employees who are without regularly scheduled hours per week. These Employees are hired on an as needed basis at Marianne’s Place.

(d) Temporary

A Temporary Replacement Employee may be hired for a fixed period of time to work in place of a permanent full-time or part-time bargaining unit employee, on:

- (1) pregnancy leave/parental leave/adoption leave; or other leave under the *Employment Standards Act*
- (2) educational leave;
- (3) Union leave;
- (4) workers’ compensation benefit or long-term sick leave; or
- (5) accommodation.

A Temporary Project/Funding Employee may be hired for a specified project, program, event or activity where there would be no such position available except that Guelph-Wellington Women in Crisis received a grant or money from a funding source other than its regular funding sources or in addition to its regular funding sources for the purpose of the specified project, program, event or activity and for which there is a specified end date.

If the employment of a Temporary Project/Funding Employee is extended beyond the end date specified at the time of hire, and a result of such extension they work more than 800 hours in any twelve (12) month period, the Temporary Project/Funding Employee will become a regular Part-time Employee with all applicable rights and privileges under the Collective Agreement.

If the employment of a Temporary Project/Funding Employee is extended beyond the end date specified at the time of hire, and a result of such extension they work more than 1664 hours in any twelve (12) month period, the Temporary Project/Funding Employee will become a regular Full-time Employee with all applicable rights and privileges under the Collective Agreement.

If the Agency is unable to secure funding to support the continued employment of a Temporary Project/Funding Employee who has obtained permanent status pursuant to this provision, then the layoff provisions within Article 18 shall apply.

The following terms and conditions apply to Temporary Employees:

- (1) Employees will not be eligible for the Employer's extended benefit package, unless at the time of starting work in the position the Employee already receives such benefits;
- (2) Employees will only be eligible for, vacation and statutory benefits as prescribed under the *Employment Standards Act, 2000*, unless at the time of starting work in a contract position the Employees already receives such benefits; Employees who are on contract and do not have sick leave benefits with the Employer will accrue sick leave as follows; For full-time contract Employees One half day sick time per month after three (3) months. For part-time Employees One quarter day sick time per month after three (3) months.
- (3) Employees will not receive preference to permanent Employees, nor will they be retained or granted any work or rights in preference to permanent Employees;
- (4) An Employee who is hired for permanent fulltime or part-time work, the hours that they have accrued in their temporary position shall be counted for seniority purposes;
- (5) The temporary employment may be terminated by either the Employer or the Employee with a minimum of two (2) weeks notice. Employees will be provided with any other applicable notice and severance pay or other requirements as otherwise set out in the *Employment Standards Act*.
- (6) Where the Employee holds an internal position, upon conclusion of the Temporary position, the Employee will return to the position they worked in prior to starting the Temporary position. If the Employee's original position is eliminated during this period, the Employee shall have all the rights as outlined in Article 18. Persons who did not work for the Employer prior to working in the Temporary position shall be discharged in accordance with Article 12.02.

(e) Student Volunteers

Are persons enrolled in an educational institution who provide services for the agency in a placement or co-op capacity. They are not paid by the Employer for their services and thus are not Employees and are not covered by this Collective Agreement.

(f) Volunteer

Volunteers are persons who assist the agency in providing services to the community. They are not paid by the Employer for their services and thus are not Employees and are not covered by this Collective Agreement.

(g) Permanent

Permanent Employees are defined as full-time, part-time and relief Employees who have successfully completed their probation period. Temporary Employees, special project/temporary funding Employees, student volunteers and volunteers are not included within this definition.

(h) Full-Time Equivalent or FTE

A full-time equivalent or FTE is an Employee who is regularly scheduled for forty (40) hours per week. As noted throughout this Agreement, certain benefits and leave provisions are prorated based on an FTE. Only regularly scheduled shifts are considered for the purposes of determining FTE and prorated FTE. For the purposes of clarity, hours spent at meetings and training outside of an Employee's regularly scheduled shift are excluded from these calculations.

2.05 The Union and the Employer agree they will not discriminate against, coerce or restrain any Employee because of their membership or lawful activity in the Union.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that all rights of the Employer to manage the agency remain invested with the Employer unless expressly restricted herein including the following:

- (a) maintain order, discipline and efficiency;
- (b) select, hire and retain Employees for positions, classify, transfer, promote, demote and lay-off Employees and also to suspend, discipline or discharge Employees for just cause, provided that a claim by the Employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine the classifications, hours of work, work assignments, standards of performance, occupational requirements, methods of doing the work and the working location for any service;
- (d) establish and alter the goals, objectives, mandate and aims of the Employer, determine the number of Employees required, services to be performed and the methods, procedures and equipment to be used in connection therewith, the location and extent

of operations, and their designation, commencement, expansion, revision, curtailment or discontinuance thereof;

- (e) make, enforce and alter from time to time, policies, procedures, rules and regulations to be observed by all Employees;
- (f) the Employer and the Union recognize that Guelph-Wellington Women in Crisis is a placement agency and therefore retains the right to use placement students in all program areas providing it is done in accordance with Article 2.04 (e) of this Agreement.

3.02 Manner Not Contrary

In exercising management functions, the Employer shall not act in any manner contrary to this Agreement.

3.03 Notice Period

The Employer will provide four (4) weeks' notice to the affected Employee of a permanent scheduling change or a departmental reorganization. For clarity purposes, departmental reorganization refers to a change in all shifts or duties.

ARTICLE 4 – NO STRIKES OR LOCK OUTS

- 4.01 In view of the orderly procedure established for the disposition of Employee's complaints and grievances, the Employer agrees that it will not cause or direct any lock out of its Employees for the duration of this Agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the Employer for the duration of this Agreement. No Employee will be forced to cross a Guelph-Wellington Women in Crisis picket line.

ARTICLE 5 – NO DISCRIMINATION/WORKPLACE HARASSMENT

5.01 Union Membership

The Employer and Union agree that there will be no discrimination, interference, restrictions or coercion exercised or practiced by any of its representatives/designates with respect to any Employee because of their membership.

5.02 No Discrimination

The Employer and Union further agree there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, receipt of public assistance, gender identity, gender expression, pregnancy status, same sex partnership, record of offences, disability; or any other grounds as outlined under the *Ontario Human Rights Code*.

- 5.03 The Employer will take all reasonable steps to provide a workplace free from harassment and violence and to conduct themselves according to *the Human Rights Code* of Ontario,

Occupational Health and Safety Act, Ministry Standards and the policies and procedures of Guelph-Wellington Women in Crisis.

5.04 No Discrimination Regarding HIV and Other Communicable Diseases

An Employee shall not face discrimination based on HIV status, nor be discriminated against if they tests positive for any other communicable disease.

ARTICLE 6 – MEMBERSHIP AND CHECK-OFF OF UNION DUES

6.01 Maintenance and Check Off

It is agreed that all Employees eligible to be in this bargaining unit will be required to pay an amount equal to the current monthly dues only. The Employer will deduct from the regular wages of each Employee a sum equal to the current monthly dues and remit the money so deducted to the National Secretary-Treasurer of the Canadian Union of Public Employees with a copy to the Secretary-Treasurer of the Local not later than the 15th of the month following, accompanied by a list showing from whom deductions were made and the amount.

The Employer shall supply the Union the names, addresses, personal email address (if available) and phone numbers of all members of the bargaining unit in January, May, and September each year.

The Union will be responsible for keeping the Employer informed as to the address of the National Secretary-Treasurer.

The Union agrees to give the Employer one month's notice of any changes in the current monthly dues.

6.02 New Bargaining Unit Members

The Employer shall inform the Union of new staff members who are part of the bargaining unit within seven (7) business days of hire. The Employer will provide contact information for the new bargaining unit members to the Local 4393 (co-)President(s). The Employer will provide 15 minutes on shift or during orientation/training shifts for the Union to supply orientation and collect contact information.

The Union is responsible for providing new bargaining unit members with a copy of the Collective Agreement.

ARTICLE 7 – UNION REPRESENTATION

7.01 The Employer agrees to recognize the following representatives of the Union:

- (a) a Negotiating Committee of not more than three (3) members;
- (b) a Grievance Committee of not more than two (2) members;
- (c) a Labour Relations Committee of not more than two (2) members which shall meet quarterly and adhere to the Labour Relations Committee terms of reference as

amended from time to time. The parties will review and update the Labour Relations Committee, terms of reference every three (3) years.

7.02 Employees will not have to report for regular duties three (3) hours prior to any scheduled negotiations, conciliation or arbitration meeting or hearing that occurs within a reasonable time limit following the normally scheduled starting time.

7.03 The Union acknowledges that Stewards, Members of Committees, and the Union Officials have regular duties to perform on behalf of the Employer. Such persons will not absent themselves from their work without first obtaining permission from their Supervisor/designate in order to deal with grievances or to meet with Representatives of the Employer on Union business.

7.04 Any Union Officer or Steward entering the Employer's premises for the purpose of conducting Union business will inform the appropriate Supervisor prior to entering the premises.

7.05 List of Stewards and Officers

The Union agrees to supply a list of Stewards and Officers to the Agency.

7.06 Grievances Not To Be Investigated On Overtime

Grievances will not be investigated or processed while any Employee involved is working on overtime.

7.07 Release to Investigate a Grievance

If a Grievance Committee Member wishes to be released to investigate a grievance, they will first notify the Supervisor/ designate who will grant such release provided it will not cause any significant interference to the work schedule. This same procedure will be followed if the Grievance Committee requests the release of the aggrieved Employee.

7.08 No Loss of Wage or Benefit

Members serving on the Negotiating Committee, Labour Relations Committee or the Grievance Committee shall suffer no loss of wage or benefits during negotiations, labour relations or grievance meetings.

If a bargaining unit Negotiating Committee member is scheduled to work a day shift or an afternoon shift, or a previous overnight shift during scheduled negotiations, then time spent at negotiation will be considered their shift for that day, to a maximum of three (3) days for negotiations. It is understood that if negotiation time for that day is less than the committee member's regular work day, then the Negotiating Committee member shall be entitled to use lieu or vacation time to complete their hours for that day.

7.09 Payment for Conciliation

If the Employer or the Union calls for the services of a Conciliator, the Employer and the Union agree to split the cost (50/50) of Union members wages for time spent at any meetings where

the Conciliator is in attendance. It is understood that the Union shall reimburse the Employer for such wages.

7.10 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the written permission of the Executive Director or person designated by them.

The Employer or designate will not engage in anti-Union activities or sentiments on any worksite or during working hours.

ARTICLE 8 – ASSISTANCE OF THE UNION

8.01 The Union shall have the right, at any time, to have the assistance of a National Representative of the Canadian Union of Public Employees, who may, on obtaining permission from the Employer, have access to the Employer’s premises in order to investigate or assist in the settlement of any matter arising out of this Agreement.

ARTICLE 9 – GRIEVANCE PROCEDURE

For the purposes of this Article, the parties are agreed that “day” shall mean “business days” as defined in Article 2.02.

9.01 Application of Procedure

This procedure applies to all members of the bargaining unit, subject to Article 16.10 Probation. It is the mutual desire of the parties hereto that any complaints or grievances arising between the parties with respect to the application, interpretation or alleged violation of this Agreement shall be dealt with in a timely manner.

9.02 Step 1 – Complaint

It is understood that an Employee has no complaint until they have either directly or through the Union, given the Employer an opportunity to adjust the complaint. The aggrieved Employee must register their complaint with the appropriate Supervisor or designate, within seven (7) business days of the circumstances giving rise to the complaint. The Employer shall respond to the Employee within seven (7) business days, unless a timeline extension has been mutually agreed to. Should the Employee not be satisfied with the response of the Employer, they shall have the right to file a grievance.

Step 2 - Grievance

If not resolved at Step 1 the grievance will be presented to the Human Resources Manager, or their designate, in writing on a form provided by the Union and acceptable to Guelph-Wellington Women in Crisis, within ten (10) business days from the completion of Step 1. Such form will include:

- (a) the nature of the grievance;
- (b) the remedy sought;

- (c) the paragraph or paragraphs of this Agreement alleged to have been violated; and
- (d) the grievor's signature.

A Step 2 meeting will be held within seven (7) business days of the receipt of the grievance form. The Step 2 meeting will be between the appropriate Supervisor or their designate, the Human Resources Manager, the grievor(s) and a representative of the Union. If a satisfactory settlement is not received in writing within seven (7) business days of this meeting, the grievance may proceed to Step 3.

Step 3

Failing settlement at Step 2, the written grievance may be submitted to the Executive Director, or their designate, within seven (7) business days of receipt of the decision at Step 2. The Executive Director or their designate and a Guelph-Wellington Women in Crisis Board Representative upon request from either party shall meet with the grievor(s) and a representative of the Union and the National Representative within seven (7) business days from the referral of the grievance in an attempt to settle the grievance. If a satisfactory response is not received within ten (10) business days refer to step 4.

Step 4

Any grievance which has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 11, providing such submission is made within ten (10) business days of the date of the Step 3 meeting, provided that the grievance has been filed correctly and processed through the grievance procedure in adherence with the time limits set forth herein.

9.03 Union Presence Steps 1 – 3

It is the right of the Union to be present at any of the Steps 1 to 3 outlined in the above grievance procedure.

9.04 Time Limits Extendable

The time limits in the grievance procedure may be extended by mutual consent of the Employer and the Union.

9.05 Grievance Against Supervisor

In the event a harassment or discrimination grievance is filed against an Employees' immediate Supervisor, the grievance shall be initiated at Step 3.

9.06 Mediation Before Arbitration

The parties may mutually agree to mediation prior to arbitration. The cost of mediation shall be shared equally by both parties.

ARTICLE 10 – POLICY GRIEVANCE PROCEDURE

10.01 Affects all Employees

A policy grievance is one which affects all Employees in one program area or all members of the bargaining unit. A policy grievance shall not include any matter upon which an Employee, or group of Employees is entitled to grieve. A policy grievance shall be presented in writing by the authorized Union representative to the Executive Director or their designate, at Step 3 of the grievance procedure within seven (7) days of the incident giving rise to the grievance. Such provision does not extend to the allegation of a general misrepresentation or violation of this agreement which involves a person, or persons not covered by this agreement.

10.02 Policy Grievance at Step 3

A policy grievance shall be submitted at Step 3 of the grievance procedure as outlined in Article 9 of this Agreement.

ARTICLE 11 – ARBITRATION

11.01 Matters to be Settled by Arbitration

It is agreed by both parties hereto that any difference of opinion relating to the interpretation of this Agreement which cannot be settled by discussion or by exhausting the grievance procedure, will be settled by arbitration.

11.02 Referral to Arbitration

Either party may refer a grievance to arbitration by serving the other party with notice in writing including a list of three (3) proposed Arbitrators for selection. Within five (5) business days thereafter the party shall answer in writing indicating acceptance of a proposed Arbitrator, or shall propose a list of three (3) alternate Arbitrators. In the event that no Arbitrator is agreed upon within ten (10) business days of the initial referral, either party may request the Ministry of Labour to appoint an Arbitrator. These times may be extended by mutual consent of the Employer and the Union.

11.03 Decision of Arbitrator

The decision of the Arbitrator will be binding on both parties. The Arbitrator will not have the power to alter, modify, amend or change any of the provisions of this Agreement, nor to substitute any new provisions for the existing provisions, nor give any decision inconsistent with the terms and contents of this Agreement.

11.04 Expenses of Arbitration

The parties will jointly assume the expenses of the Arbitrator.

11.05 Expedition of Arbitration

Both parties of this agreement undertake to expedite all stages of the arbitration procedure when it is in their power to do so.

ARTICLE 12 – DISCIPLINARY ACTION AND DISMISSAL

12.01 Discharge during Probation

The discharge of an Employee prior to completion of the probationary period will not be the subject of a grievance.

12.02 Discharge of a Temporary and/or Special Project/Temporary Funding Employee

The termination of employment of an Employee at the end of a predetermined period or on completion of a specific project for which the Employee was hired will not be the subject of a grievance. Where a person is hired for such a predetermined period or for such a specific project, the Employee and the Union will be so informed in writing as to the date of hire and termination date. The provision of this paragraph will not be applied to established positions except in the case of the temporary absence of the regular incumbent.

12.03 Inform as to Purpose of Meeting

In the event that an Employee is required to attend a meeting, related to disciplinary action, dismissal, or to investigate circumstances where that Employee may be disciplined, the Employer will inform the Employee as to purpose of the meeting prior to said meeting and will inform Employee of their right to Union representation at the meeting.

12.04 Union Representation During Discipline

In the event of disciplinary action the Employer shall ensure the presence of a Union representative in a meeting with an Employee.

12.05 Communication of Disciplinary Action

Disciplinary action must be communicated to the Employee concerned in writing, within five (5) business days after the incident is made known to the Employer. Disciplinary memos should be dated and signed by the Supervisor and the Employee, and a copy given to the Employee and a copy sent to the Union Recording Secretary. It is the understanding of both parties that the Employee's signature is only to be seen as acknowledgement of receipt of the memo, and not as an agreement to the action.

12.06 Verbal Suspension or Discharge

An Employee may be suspended or discharged verbally. Such suspension or discharge will be followed by notification, in writing, to the Union and Employee, no later than 5:00 p.m. of the following day. Such letter will constitute proper notification and will contain the reason or reasons for such suspension or discharge.

12.07 Notice of Suspension or Discharge

Notice of suspension or discharge will be sent to the Employee's last known address. Copies of this notice will be forwarded to the Secretary of the Union and the CUPE National Representative via email.

12.08 Right to Meet with Union upon Suspension or Dismissal

When an Employee has been suspended or dismissed, they shall have the right to meet with a member of the Executive of the Local for up to thirty (30) minutes during working hours subject to the provisions of Article 9.

12.09 Removal of Discipline from Employee's File

In any matters that necessitate disciplinary action, it is agreed such action must be removed from an Employee's file after fourteen (14) months, if within that fourteen (14) month period there have been no further disciplinary actions.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Application

Leaves of absence shall apply to full-time and part-time Employees. Relief staff are entitled to all unpaid leaves of absence and leaves as required by statute.

- 1) Leaves of absence are inclusive of any provincial or federal statute as may be added or amended from time to time.
- 2) Approved leaves of absence will result in no loss of seniority or benefits provided that the Employee continues to pay their portion of the benefit premiums.

13.02 Personal Leave

Employees wanting to take a personal leave under this Article must provide their immediate Supervisor with a request in writing, four (4) weeks in advance, of the requested start of the leave, unless there are extenuating circumstances.

Leave of absence, without pay, but with no loss of seniority or benefits (if Employee continues to pay their portion of the benefit premiums) for up to four (4) weeks, may be granted to an Employee for personal reasons, provided written permission is received from the Employer for such purposes as:

- (a) Religious holidays;
- (b) Other personal reasons agreed to by the Employee and Employer.
- (c) Family Leave

It is understood benefits shall continue for a minimum of ninety (90) days as long as the Employee continues to pay their portion of the benefits.

13.03 Pregnancy Leave

An Employee will be granted pregnancy leave in accordance with the provisions of the *Employment Standards Act, 2000*.

- (a) Four Weeks' Notice of Return from Pregnancy Leave

An Employee may return from such leave prior to the expiration of the dates provided. Notice of said return to work must be provided at least four (4) weeks in advance of the date of return.

(b) Reinstatement

An Employee returning from pregnancy leave shall be reinstated in the Employee's previous position if it still exists and at a rate of pay not less than that which the Employee was receiving at the time of the beginning of the pregnancy leave. If the position does not exist, the Employee shall be reinstated to a comparable position.

(c) No Loss of Vacation Entitlement

It is understood that while an Employee is on pregnancy or parental/adoption leave, there shall be no loss in vacation entitlement. Vacation pay will be determined by earnings.

(d) Relief Employees will accrue seniority as follows:

The Employer will average the best thirteen (13) weeks for number of hours worked in the previous fifty-two (52) weeks, from the last day worked.

13.04 Parental Leave

(a) Period of Leave

An Employee will be granted unpaid parental leave for a period of up to and including sixty-three (63) weeks, or up to sixty-one (61) weeks where the Employee also took Pregnancy Leave, upon request and verification of:

- (i) the birth of the Employee's child; or
- (ii) the coming of a child into the custody, care and control of the parent for the first time.

(b) Definition of Parent

Parent is defined as a person who has a child either by birth or by adoption, or with whom a child is placed for adoption or a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.

(c) Commencement of Parental Leave

The parental leave of an Employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental leave must begin no more than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

(d) Notice of Commencement of Leave

The Employee must provide the Employer with at least two (2) weeks written notice of the date the leave is to begin. Employees shall continue to accumulate seniority and

service benefits during the parental leave. The Employer shall continue to pay the premiums for all applicable benefits during the parental leave if the Employee continues to pay their portion.

(e) Relief Employees will accrue seniority as follows:

The Employer will average the best thirteen (13) weeks for number of hours worked in the previous fifty-two (52) weeks, from the last day worked.

13.05 Caregiver Leave

In case of illness of an immediate family member of an Employee, where there is no one other than the Employee to care for the needs of the ill person, the Employee shall be entitled, after notifying their Supervisor/designate, to up to eight (8) weeks unpaid leave. Employees may avoid loss of pay by using their vacation days during this period. The need for the Employee to stay home with the ill person shall be supported by a certificate from a doctor after three (3) consecutive days.

13.06 Citizenship Ceremony

The Employee will receive one (1) day paid time in order to attend their swearing in ceremony when they become a Canadian citizen if that event occurs during regularly scheduled hours of work.

13.07 Union Leave

Leaves of absence, at the request of the Secretary of the Bargaining unit, or their designate, without pay or loss of seniority or benefits, shall be granted upon request to the Employees elected or appointed to represent the Union at Union conventions, seminars or training provided such leave of absence does not interfere with efficient operations of the Agency. The Employer shall pay Employees for any lost wages for such leave. The Employer will invoice the Treasurer of the local for the cost of all wages and benefits. Such time shall not exceed twenty five (25) working days for the entire bargaining unit, in any calendar year and not more than three (3) Employees shall be permitted to be absent at any one time. Such request shall be in writing from the Secretary of the Local to the Executive Director/designate as far in advance as possible and shall contain the names of the appointed Employees plus dates of the meeting.

13.08 Union Education Leave

All Union education leaves shall be unpaid.

13.09 Jury Duty

An Employee, who is obliged to attend jury selection or to serve as a Juror in any court of law, will be paid their regular rate of pay for the time served during regular working hours. The Employee shall present proof of service of attendance and shall notify the Employer immediately upon their notification that they will be required to attend court for jury selection or as a Juror.

Any attendance fees the Employee receives for their services shall be given to their Employer.

13.10 Subpoenaed Witness

Any Employee who is required to attend a court proceeding as a subpoenaed witness directly as a result of their employment with the Employer will be paid at their regular rate of pay. The Employee must present to their immediate Supervisor the relevant documentation requiring their attendance. Any attendance fees the Employee receives for their services shall be given to their Employer.

13.11 Bereavement Leave

An Employee shall be granted leave of absence, without loss of pay:

- (a) Five (5) days in the event of the death of a spouse or partner (including same sex partner), child, father, mother, sister, brother, step child, step parent, step-sibling, legal guardian and grandchild of the Employee;
- (b) Three (3) days in the event of death of a grandparent, grandparents-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, spouse's grandchild, niece or nephew;
- (c) One (1) day in the event of the death of an uncle, aunt, first cousin, close friend or to attend a funeral as a pall bearer.
- (d) Two (2) days in the event of a miscarriage

An Employee who is on vacation at the time of a bereavement for which they are entitled to bereavement leave shall not have their vacation credits reduced for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date by mutual agreement between the Employee and the Employer.

The Employer or designate will be responsible for finding shift coverage or be responsible to cover the shift until a replacement can be found.

Employees may request to use some of the allotted bereavement time for interment at a later date.

13.12 Women Abuse and/or Sexual Violence

The parties recognize that women sometimes face situations of sexual violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that an Employee who is:

- (a) in an abusive or violent and/or sexually violent personal situation or
- (b) who has experienced violence as a result of their work for Guelph-Wellington Women In Crisis

will not be subjected to discipline because of their absence from work.

The parties agree that the Employee shall be entitled up to five (5) paid day's absence from work per year. Additional leave may be taken using any earned sick, lieu, or vacation days. The Employee may elect to take an unpaid leave of absence.

13.13 Moving

An Employee shall be granted two (2) days unpaid leave of absence for the purpose of moving their principal residence.

13.14 Education/Professional Development Leave

Once every three (3) years, leave of absence, without pay, but with no loss of seniority may be granted to an Employee to a maximum of twelve (12) months for the following reasons, provided written permission is received from the Employer:

- (a) Professional development
- (b) Education leave

It is understood benefits shall continue for a minimum of ninety (90) days as long as the Employee continues to pay their portion of the benefits.

13.15 Processing Leaves of Absence

Employees must request leaves of absence in writing specifying the requested purpose of the leave and its duration. The Employer must approve all requests for leave of absence in writing, in advance.

All leaves of absence under Article 13 shall be without loss of seniority.

13.16 Return from Leave

Employees wishing to return from a leave of absence prior to the end of the requested leave, must provide the Employer with at least two (2) weeks written notice in advance of the requested return date.

ARTICLE 14 – HOURS OF WORK

14.01 Meal Breaks

Meal breaks will remain as per current practice. (Note of clarity: fifteen (15) minutes paid time for every two (2) hours worked.)

14.02 Paid Meeting Time

When required to attend scheduled meetings or trainings, relief workers will be paid to attend such meetings or trainings.

When required to attend scheduled meetings or trainings, full-time and part-time workers will be paid or take time in lieu for such meetings or trainings which fall outside their regularly scheduled shifts.

Employees will not be compensated for travel time or mileage to get to and from a Guelph-Wellington Women in Crisis site at the start or end of their work day. Mileage incurred during the work day on agency business will be reimbursed.

Employees will be compensated for all mileage and up to one (1) hour of travel time only when Employees are requested by Guelph-Wellington Women in Crisis to travel to training or conferences held outside the City of Guelph or the County of Wellington.

14.03 **Safe Home Program**

Staff may charge taxi to Guelph-Wellington Women in Crisis account to and from work only if buses are not operating and if no other transportation is available as long as both worksite and home are within the city/town. This will need to be approved by the Shelter Manager or on-call staff in advance.

14.04 **Meeting Attendance**

Employees who are not able to attend a meeting will notify their Manager of their regrets twenty-four (24) hours prior to the meeting. If unable to attend a meeting the Employee is responsible for reviewing information made available from the meeting. No discipline will result if an Employee notifies their Employer that they will not be attending a meeting or training that falls outside of their regularly scheduled shifts.

14.05 **Relief Roster**

It is understood that the role of relief Employees is to be reasonably available to provide coverage at Marianne's Place as needed and that being available to provide coverage on short notice is a requirement of the role.

Coverage may be required for trainings, meetings, statutory holidays, vacations, sick, and leave of absence replacement.

The Employer will offer shifts in accordance with the shift replacement procedure. Prescheduled and short notice shifts, and hours will be distributed as equally as possible, given the availability provided.

Coverage needs will be determined and filled at the discretion of the Shelter Manager.

Availability:

Relief Employees are required to be available for all shift types, times/days, including statutory holidays, summer and winter holiday periods.

Relief Employees are to submit availability calendars for a two (2) month period, one (1) month prior to the start of this time period.

Requests to limit availability must be made in writing to the Shelter Manager with an explanation of need. Such request shall not be unreasonably denied.

Relief Employees are required to work a minimum of 40 shifts in a calendar year.

Relief Employees, are not to decline more than 25% of shift offers per calendar year, based on their provided availability.

Relief Employees, who are offered short notice shifts within their availability, shall respond to the call in a timely manner (clarity note — within 2 hours). Failure to call back in a timely manner will be considered a decline.

It is understood that any time spent by an Employee on an approved leave of absence shall be taken into consideration.

Failure to meet these requirements will result in disciplinary action, up to and including termination.

14.06 Lieu Banks

Some meeting time, on-call time, overtime, training time and public holiday time may be taken as time off in lieu. A lieu bank will be established for Employees which is capped at 80 hours in a calendar year. Time in lieu cannot be carried over from year to year.

14.07 Minimum Call to Work

Any Employee called in to work will be paid a minimum of three (3) hours at their regular rate of pay.

14.08 Shift Change

Employees working within the Shelter Program shall be entitled to be paid for thirty (30) minutes for the transference of information regarding client issues. Any time over that needs to be approved by the Supervisor/designate.

14.09 Reduction in Hours

In compelling circumstances, Employees can apply to have their weekly hours of work reduced (e.g. from 40 hours to 30 hours per week) on either a permanent basis or a temporary basis. Reduction of hours on a temporary basis can only be for a maximum six month period. This six month time frame may be mutually extended. Where a reduction of hours occurs, Employee benefits will be prorated on the basis of the Employee's new FTE. The hours resulting from such reduction shall be posted if they are greater than six (6) hours.

14.10 Shift Premium

12:00 am to 8:00am each day Sunday to Saturday- \$0.35 cents each hour.

ARTICLE 15 – OVERTIME

15.01 For the purposes of section 22 of the Employment Standards Act, 2000 the parties agree that for the purpose of calculating overtime, the scheduled weekly hours of Employees will be averaged over a period of two weeks. All hours worked in excess of eighty-eight (88) hours in a two (2) week pay period shall be considered "overtime hours".

The Employer shall pay an Employee overtime pay at a rate of one and a half times their regular hourly rate for each hour worked in excess of 88 hours in a 2 week pay period. In the alternative, Employees may be compensated for overtime hours by receiving one and a half hours of paid time off work for each hour of overtime worked. Employees must advise the

Employer in writing how they wish to be compensated for overtime immediately after completing the overtime hours.

Overtime work is voluntary except in cases of emergency. No Employee will be required to work a double shift except in extraordinary circumstances. All overtime must be:

- (i) authorized and approved by immediate Supervisor or designate, and
- (ii) in cases of emergency, definition of emergency will include client based needs.

15.02 Call Back

An Employee who is called back to work by a Supervisor after leaving the Employer's premises and prior to their next scheduled shift will be guaranteed a minimum of three (3) hours pay at their regular hourly rate. It is expressly understood that this article does not apply to attendance at regularly scheduled meetings.

ARTICLE 16 – SENIORITY

16.01 Seniority Defined

The rules defined herein respecting seniority are designed to give Employees an equitable measure of security based on length of continuous service with Guelph-Wellington Women in Crisis.

The term "seniority" as used within this Collective Agreement shall be deemed to mean the length of employment with the Employer. Full-time and part-time Employees will accrue seniority from date of hire, relief will accrue seniority according to hours worked. (800 hours to equal one year, but one year of service cannot be accumulated within a period of time less than 1 year).

16.02 Seniority to Accumulate

Seniority shall continue to accumulate to a maximum of twenty-four (24) months where an Employee has completed their probationary period and is absent from work due to illness.

Where an Employee is absent from work due to illness and the Employee is in receipt of Long Term Disability or other Government sponsored benefits, Seniority shall continue to accumulate to a maximum of twenty-four (24) months.

Where the illness is work related as may be determined by a certified medical practitioner and has been accepted as a bona fide Workers' Compensation claim, seniority shall accumulate indefinitely, or until provisions of a return to work either internal or external to the Agency have been determined by WSIB. This section is also to be read in conjunction with provincial Human Rights law.

An Employee on pregnancy/parental leave or any other legislated leave of absence, shall continue to accumulate seniority up to a maximum of eighteen (18) months, or the length of the leave, whichever is greater.

An Employee shall continue to accumulate seniority when absent from work due to vacation, paid holidays, or any approved leave of absence.

Seniority acquired under this provision will not be used for the purpose of completing probation. An Employee on probation while on pregnancy or parental leave will resume their probation upon returning to work for the Employer.

16.03 Maintenance of Seniority List

The Employer shall maintain a seniority list showing the date of hire or hours accumulated. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards, within all program areas of the agency. An updated list shall be provided in January, May, and September.

16.04 Loss of Seniority

An Employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- (i) voluntarily resigns;
- (ii) is discharged and is not reinstated through the Grievance Procedure;
- (iii) absents herself from work for more than three (3) consecutive working days without notice to the Employer unless incapacitated to do so;
- (iv) fails to report for work following a lay-off within three (3) working days after being notified by registered mail to do so unless they gives a reason satisfactory to the Employer for such failure;
- (v) fails to report for work upon termination of an authorized leave of absence within three (3) working days;
- (vi) uses a leave of absence for other purposes than requested
- (vii) is absent from work for any continuous period of twenty-four (24) months.

16.05 Notice of Change of Address

It shall be the responsibility of the Employee to notify the Employer in writing promptly of any change in address, or other contact information such as telephone number and e-mail. If an Employee fails to do this, the Employer will not be responsible for failure of any such notice to reach the Employee.

16.06 Transfer to Positions Outside the Bargaining Unit

An Employee who accepts a non-bargaining unit position with the Employer shall retain the right to return to the bargaining unit within twenty (20) business days, and seniority shall continue to accrue for a period of up to twenty (20) business days. The Employee may be returned to the bargaining unit or elect to return to the bargaining unit at any time prior to termination of assignment.

16.07 Employees Transferred to Higher Classification

Employees temporarily filling a higher classification shall receive the higher rate of pay after being in the higher position for three (3) consecutive working days.

16.08 Employees Transferred to Lower Classification

Employees temporarily filling, at the request of the Employer, a lower classification shall continue to receive their normal rate of pay.

16.09 No Access

An Employee who has been temporarily transferred to a Management position will have no access to any Employee's personnel file, nor will they exercise any authority regarding hiring, firing, or disciplinary action until they are permanently awarded the position.

16.10 Probation

(a) Full-Time Probation and Part-Time Probation

Newly hired Employees for full-time and part-time positions shall be considered on a probationary basis for a period of four (4) months from the date of hiring. During the probationary period, Employees shall be entitled to all rights and privileges of this agreement except with respect to discharge. The employment of such Employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the initial date of hire.

(b) Relief Probation

Newly hired Employees for relief positions shall be considered on a probationary basis for a period of four hundred (400) hours of work. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such Employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be determined by the date of hire for full-time and part-time Employees and number of hours of work for relief.

(c) Extension of Probationary Period

The probationary period can be extended by mutual agreement in writing between the Employer, the Union and the affected Employee.

(d) Temporary Employees Obtaining Full-Time Employment

Temporary full-time Employees who are successful in obtaining a posted full time position will have one-half (1/2) of their accumulated temporary time acquired since their last starting date deducted from their probation period. Seniority shall be retroactive to initial date of hire for the temporary fulltime position.

(e) Employees who are hired into a full-time position during their probationary period shall have their time prorated for the purposes of full-time probation. For clarity there shall be no requirement to start their probationary period time over.

ARTICLE 17 – JOB POSTINGS

17.01 Notice of Positions Available

In the event new bargaining unit positions are created or vacancies occur in existing positions, the Employer will e-mail job postings to all Employees for a minimum of seven (7) business days so that Employees will know about the vacancy or position. Relief Employees and employees on leave, who wish to receive email notification of job postings, will notify the Employer in writing and will provide their personal email address. Such notice shall contain the following information: title of position, classification, desirable qualifications, employment status, hours of work for the position, work locations and wage or salary range for the position and application deadline.

At the time of the posting a copy of the posting will be forwarded via e-mail to the Union Recording Secretary. The Employer shall provide the Union Recording Secretary with further notice when the posting is filled or when it is reposted.

For clarity purposes note that this provision does not apply in the event there is an increase of six (6) hours or less of a position as such does not constitute the creation of a new position or vacancy.

17.02 Assignment of Personnel to Vacancy

In the event new positions within the Bargaining Unit are created or vacancies occur in existing positions, the new positions or vacancies shall be posted prior to a new Employee being selected and trained for the job. However, it is recognized that the Employer may assign personnel to these vacancies in the interim. This interim period is not to exceed sixty (60) business days except upon extension by mutual consent, such consent not to be unreasonably denied.

17.03 Employees Right to Apply for Open Positions

Employees shall have the right to make written application to fill such vacancies or new positions during the posting period. The Employer will consider the applications according to seniority providing the Employee has the relevant skills, ability, experience, efficiency and qualifications for the job, subject to the Employer's Employment Equity Policy. The Employer shall interview all qualified internal applicants.

Unsuccessful internal applicants will have the right to meet with interviewing Supervisor to discuss feedback with regards to their interview.

17.04 An Existing Employee Moving into a New Position

An Employee who moves into a new position will be on a trial period for twenty-five (25) business days working in that new position. Such an Employee will be able to return to their former position within twenty-five (25) business days, without loss of seniority or wage, if either:

- (a) the Employee feels that they are not suitable for the position and wishes to return to their former position; or

- (b) the Employer feels that the Employee is not suitable for the position and requires that they return to their former position.

17.05 Temporary Transfer

In the event it is identified that a temporary position of sixty (60) business days or greater is available, the Employer shall post such positions as outlined in Article 17.01.

Employees shall have the right to make written application to fill such vacancies during the posting period. The Employer shall consider the applications according to seniority providing the Employee has the relevant skills, ability, experience, efficiency and qualifications for the job, subject to the Employment Equity Policy.

The successful applicant shall be allowed a trial period of up to twenty-five (25) business days to prove their ability for the position. If the Employer and/or the Employee finds they are unable to perform the duties of the position during such period the Employee shall revert to their former position. It is understood that other Employees who have been affected as a result of changes outlined above shall be required to revert to their former position(s) due to the reverse situation.

It is understood that any Employee who is accepted for a posted position may be precluded from applying for another temporary job posting for a period of twelve (12) months, with the exception of part-time or contractual Employees with the opportunity to move into a full-time or permanent position or when the temporary position would be an increase in wage or increase of hours for any employee.

It is further understood that the Employee shall return to their former position at the end of the temporary transfer.

ARTICLE 18 - LAYOFFS, RECALLS AND REDUCTION OF HOURS

18.01 Notice

In the event of a lay-off of a permanent or long-term Employee, the Employer will notify the Union and will provide the affected Employee(s) with notice of eight (8) weeks.

18.02 Lay-Off Procedure

In the event of a lay-off, the Employer shall lay-off Employees in the reverse order of their seniority within their classification, provided that there remain on the job Employees who have the relevant skill, ability, efficiency and qualifications to perform the work.

An Employee who is subject to lay-off shall have the right to either:

- (i) Accept the lay-off, or
- (ii) Displace an Employee who has lesser bargaining unit seniority and who is the least senior Employee in a lower or identical classification in the bargaining unit if the Employee originally subject to lay-off has performed the duties of the lower or identical classification and can resume the position without training other than orientation. Such an Employee so displaced shall be laid off.

18.03 Decision of the Employee to be Given in Writing

The decision of the Employee to choose (i) or (ii) above shall be given in writing to the Executive Director within seven (7) business days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

18.04 Permanent Reduction of Work Force

In the event of a lay-off designed to permanently reduce the work force the Employer shall give sixty (60) business days notice based on provincial Ministry funding agreements of such lay-offs to Employees. The Employer will give the Union copies of all lay-off notices and shall meet with the Union to discuss same. In lieu of notice, the Employee shall be paid for any notice not provided for.

18.05 Recall to Same Classification

An Employee shall have the opportunity for recall from lay-off to an available position, to their same classification or to a job which they can resume with minimal training and/or orientation, in order of seniority, before such an opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

18.06 Recall to Different Classification

An Employee recalled to work in a different classification from which they were laid off shall have the choice of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.

18.07 No New Employees

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.

18.08 Responsibility of Employee to Notify

It is the sole responsibility of the Employee who has been laid off to notify the Employer of their intention to return to work within three (3) business days after being notified to do so by registered mail, addressed to the last address on record with the Employer, and return to work within fourteen (14) business days after being notified. The notification shall state the job to which the Employee shall report to work. The Employee is solely responsible for their proper address to be on file with the Employer.

18.09 Preference for Temporary Vacancies

Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies, for which they are qualified, which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such temporary vacancy, shall not be required to accept such recall and may instead choose to remain laid off. The provision supersedes the job posting provision.

18.10 Rights of Recall Retained

A laid off Employee shall retain the rights of recall for a period of twenty-four (24) months.

18.11 Seniority to be Recognized for Lay-off, Recalls and Bumping Rights

The Employer agrees to observe the seniority of Employees in situations of lay-off, recalls and bumping rights, provided that the Employees have the relevant skill, ability, efficiency and qualifications required for the job.

Where more than one (1) Employee is qualified for the job then seniority shall govern.

18.12 The Parties will meet with the Local through the Labour Management Committee at least five (5) working days prior to a written notification of layoff to the Employee(s) affected to discuss the following:

- (i) The reason causing the layoff;
- (ii) The service the Employer will undertake after the layoff;
- (iii) The method of implementation including the areas of cut-back and Employees to be laid off;
- (iv) Ways the Employer can assist Employees to find alternate employment

ARTICLE 19 - BULLETIN BOARD

19.01 The Employer shall provide a bulletin board at all program areas of the bargaining unit on which the Union shall have the right to post notices of meetings and such notices that may be of interest to the Employees and which are of a non-personal nature.

ARTICLE 20 - ON-CALL PERSONNEL

20.01 On call personnel will always act in a way that recognizes staff and residents' safety as a primary concern.

20.02 Management agrees to maintain clear guidelines and protocol for on-call personnel staff in order to ensure that all parties understand and appreciate their roles and responsibilities.

ARTICLE 21 - HEALTH AND SAFETY

21.01 The Employer and the Union hereby acknowledge their commitment to health and safety in the workplace. The Employer shall observe all reasonable precautions and will provide the necessary safety devices or appliances that may be required for the protection of its Employees. Employees will cooperate by complying with safety practices.

21.02 Under the *Occupational Health and Safety Act*, there is to be a Joint Occupational Health and Safety Committee to examine all health and safety questions and to make appropriate recommendations in the interest of a safe and healthy work environment.

21.03 Under the *Occupational Health and Safety Act*, there will be a certified representative, who will be charged with the duty of ensuring a safe and healthy work place. This C.U.P.E. local will select from its ranks two (2) members to act as a certified representative.

21.04 Training will be as per the Occupational Health and Safety Act.

ARTICLE 22 - WORKER'S COMPENSATION

22.01 When an Employee is absent due to illness or injury, which is compensable by Workplace Safety Insurance Board, the *Workplace Safety and Insurance Act*, shall apply.

ARTICLE 23 – JOB SECURITY

23.01 Should the Employer participate in any of the job creation programs, employment development programs, or other similar programs, the following is agreed:

- (a) No Employee shall lose their job, be laid off or have their conditions of employment affected as a result of these programs.
- (b) The work to be done where possible will be over and above normal scheduled work. For further clarity, were it not for the availability of funding, the work assigned to Employees hired in any of these programs would not otherwise be performed.
- (c) Employees hired under any of these programs would not be considered to be temporary Employees under the Collective Agreement.
- (d) No job creation program will be introduced in a program area while any Employee in the bargaining unit within the program area is laid off.
- (e) The Employer agrees that student volunteers, volunteers and persons employed under these programs will not in any way displace permanent Employees. The parties agree that such persons may be used to assist permanent Employees in performing their duties.

ARTICLE 24 - PERFORMANCE APPRAISAL

24.01 Regular, Predetermined Basis

Performance appraisals will be conducted on a regular predetermined basis. The performance appraisal interview is a two-way dialogue that will include an opportunity for the Employee to provide feedback to their Supervisor on a voluntary basis. An Employee shall be given at least five (5) working days' notice of the performance appraisal meeting.

24.02 Criteria to be Used

The criteria used to evaluate an Employee's performance in the performance appraisal must reflect the job the Employee performs.

24.03 Copy for Employee

The Employee shall be given a copy of any performance appraisal before it is placed in their file.

24.04 Employee's Right to Respond

The Employee shall have the right to respond in writing to the performance appraisal, and such responses shall form part of the Employee's file.

ARTICLE 25 – PUBLIC HOLIDAYS

25.01 The following public holidays shall be recognized and as many Employees as possible shall not be scheduled for work:

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

The eleven (11) designated public holidays mean that each FTE is entitled to an 88 hour public holiday bank or the prorated equivalent.

Employees choosing not to take the three (3) designated Christian holidays (*) may choose three (3) other religious holidays by indicating which holidays will be taken and filing a written note specifying the dates with the Employer.

25.02 Should a statutory public holiday fall on other than an Employee's regular working day, they shall be entitled to one (1) day holiday with pay for that day at a time mutually agreed to by the Employee and the Employer.

25.03 Should the above holidays fall on a Saturday or Sunday, the Employer shall, for the purposes of those Employees who do not work in the shelter program or who work in the shelter program but do not normally work weekends, establish the Monday and/or Tuesday subsequent to the holiday as the day to be observed as the holiday.

25.04 If a paid holiday falls or is observed during an Employee's vacation period, they shall be allowed an additional vacation day with pay at a time designated by the Employee and mutually agreeable to the Employer.

ARTICLE 26 - BENEFITS

26.01 Group Benefits

All changes to benefits will be in effect 30 days after ratification of memorandum unless otherwise noted.

Effective November 9, 2017

Active permanent Employees employed by the agency prior to (date as per above) for more than 15 hours per week remain eligible to enroll in the Agency's group benefits as outlined below.

Active permanent Employees employed by the agency after (date as per above) for 20 hours or more per week are eligible to enroll in the Agency's group benefits as outlined below.

The Employer's liability is limited to payment of premiums only. It shall not be the insurer of the benefit plan. Employee's portion of benefits will be \$22 per pay single and \$45 per pay family.

Extended Health Deductible

The extended health deductible will be as follows:

\$100/family

\$50/single

Drug Plan: Effective November 9, 2017

Conditional Formulary Plan has no deductible and 100 percent paid on all eligible drugs with a \$2.00 dispensing fee.

Dental Plan:

- Based on no deductible and 90 percent reimbursement.
- Dental Fees will be as follows:
- The ODA fee schedule shall be at a one (1) year lag.
- Scope of coverage for mental health practitioners to be expanded to include the following providers: Psychologist, Clinical Counsellor, Marriage and Family Therapist, Psychoanalyst, Social Worker and Psychotherapist.
- Amount of coverage for above-noted mental health practitioners to be increased to \$600.00.

Vision:

\$300.00 every twenty-four (24) months for prescription eyeglasses or contact lenses. Employees may use entitlement for eye examination within the \$300.00.

Pension Plan:

The Employer will make a 3% contribution to the pension plan on behalf of the Employee provided a 3% contribution is made by the Employee. For Employees with five or more years of service the Employer will do an extra year end gratuitous contribution of 1% of the Employee's gross pay. Participation in the plan is mandatory for permanent full-time Employees after one year of service. Permanent part-time Employees may choose to participate after one year of service. Benefits include same sex partner benefits. The plan complies in all ways with the current plan legislation.

Employee Assistance Plan:

Will be maintained by the Employer.

Immunizations:

Will be paid by the Employer unless covered by the government.

Life and Accidental Death & Dismemberment:

Benefits are provided as outlined in the Plan documents.

26.02 Long Term Disability

The Employer shall pay the premiums to purchase Long Term Disability Insurance for permanent full time Employees. Eligibility for payment of benefits shall be subject to the terms of the specific insurance plan documents. The Employer's liability is limited to payment of premiums only. It shall not be the insurer of the benefit plan.

26.03 Employees Unable to Work

Whenever possible, Employees who are unable to assume their normal duties on any working day must notify the Employer as soon as possible.

26.04 Return to Work, Modified Work and Modified Duties

The Union and the Employer recognize the value of an Employee's safe and early return to work. Both the parties shall work together, to accommodate, if possible, the injured or ill worker as referenced in the Ontario Human Rights Code and The Workplace and Safety Insurance Act.

ARTICLE 27 - PERSONNEL FILES

27.01 Upon providing the Employer with forty-eight (48) hours' notice, an Employee shall be allowed access to their personnel file during working hours. The Employee will be accompanied by their Supervisor.

ARTICLE 28 - VACATION

28.01 For the purposes of calculating vacation entitlement, the vacation year shall be the calendar year. With a Supervisor's approval Employees may be allowed to carry over unused vacation until March 31st of the following year.

On the basis of seniority, Employees except for relief, earn paid vacation hours, or the prorated full-time equivalent as follows:

For those Employees hired prior to September 19, 2013:

New hire to 1 year:	120 Hours
1 year to 5 years	160 Hours
5 years or more:	160 to 240 Hours

For those Employees hired after September 19, 2013:

New hire to 1 year:	80 Hours
1 year to 3 years	120 Hours
4 - 5 years:	160 Hours
>5 years:	160 to 240 Hours

Long term service hours: Employees with more than five years of service are entitled to earn eight additional paid vacation hours for each year of service in excess of five (prorated) to a total maximum of 240 paid vacation hours. Employees in receipt of paid vacation hours in excess of 240 hours as of ratification will not be allowed to accrue further paid vacation hours but will have their paid vacation hours frozen at their current amount.

Annual vacation entitlement will be prorated for absences longer than a period of four (4) weeks with the exception of absences due to pregnancy/ parental leave or absences due to illness.

Casual and relief staff and contract Employees shall receive vacation pay at the following rates:

4% of gross earnings up to five (5) years of service

6% of gross earnings over (5) years of service

Where an Employee's scheduled vacation is interrupted due to a serious illness, the period of such illness shall be considered sick time provided the Employee provides satisfactory documentation of the illness from a certified qualified physician. The portion of the Employee's vacation which is deemed to be sick time will not be counted against the Employee's vacation credits.

ARTICLE 29 –SICK LEAVE (formerly article 13.12)

Employees regularly scheduled for 40 hours a week will be given 72 (seventy-two) paid sick hours at January 1 (time bank) and 72 (seventy-two) paid sick hours at July 1 (time bank). Employees working regularly scheduled hours deemed to be full or part time will be given paid sick hours pro-rated on a 40 hour week equivalent for the calendar year. (e.g. a part-time Employee regularly scheduled 20 (twenty) hours a week would be given 72 (seventy-two) paid sick hours divided equally between January 1 and July 1). This will be prorated for Employees who have not worked the entire previous year.

If an Employee should leave their employment with Guelph-Wellington Women in Crisis their paid sick time will be adjusted to the number of hours they worked in that calendar year, if they have exceeded the number of paid sick hours they qualify for the monies shall be deducted from their final pay.

Unused paid sick hours may not be carried over from year to year. Each year, Employees who use less than 50% of their annual sick leave entitlement will be granted a one-time annual attendance bonus of one (1) additional vacation day to be used the following calendar year.

Paid sick hours are to be used for an Employee's personal illness, medical appointments and the illness of a child. To qualify for paid sick hours an Employee may be required, after three days at the Employer's discretion, to provide the Employer with a note from a certified qualified physician. The note must confirm that the Employee is or has been unable to work due to medical reasons and the length of the Employee's absence from work.

Contract Staff

Effective April 1, 2022

- Full Time Contract Staff, in a contract for more than 3 months, will accrue a half day sick time each month they are in their contract (or part thereof, prorated for partial months).
- Part Time Contract Staff, in a contract for more than 3 months, will accrue a quarter day sick time each month they are in their contract (or part thereof, prorated for partial months).

Effective April 1, 2023

Sick Time accrual may be used as a Wellness/Personal Day within their current allotment.

- Full Time can use up to 3 days of their current allotment as Wellness/Personal Days
- Part Time can use up to 2 days of their current allotment as Wellness/Personal Days

ARTICLE 30 - MEAL ALLOWANCE

30.01 Upon appropriate submission of receipts for such meals the following meal allowance rates shall apply for approved out of town conferences and training.

\$10 – breakfast \$15 – lunch \$20 – dinner

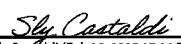
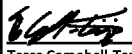
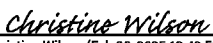
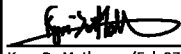
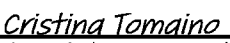


ARTICLE 31 - MILEAGE

31.01 Mileage will be reimbursed at \$0.55 per kilometre.

ARTICLE 32 - DURATION

32.01 This Agreement shall continue in effect until April 1, 2024 and expire March 31, 2027.

Signed this 28 day of February, 2025 at Guelph, Ontario.

Guelph-Wellington Women in Crisis	CUPE Local 4393
 Sly Castaldi (Feb 26, 2025 15:04 EST)	 Tessa Campbell-Tersigni (Feb 26, 2025 13:17 EST)
 Christine Wilson (Feb 26, 2025 12:42 EST)	 Kym-Su Matheson (Feb 27, 2025 21:08 EST)
 Cristina Tomaino (Mar 4, 2025 16:02 EST)	 Sophie Legendres (Feb 28, 2025 11:37 GMT)
	 Tim Wilson (Feb 28, 2025 09:42 EST)

A Letter of Understanding To The Fifth Collective Agreement

Between

Guelph-Wellington Women in Crisis

And

CUPE and its Local 4393

Regarding Articles 14.09 and 17.01 The parties agree that when there are six (6) hours or less made available in a program area, the hours will be offered to the members within the program area in order of seniority.

Subject to operational requirements as determined by the agency, it is understood that the most senior member may choose to accept all or part of the offered hours, and the remaining hours would be offered to the next most senior member and so on until the hours are accepted.

The parties also agree that should more hours become available in the same program area, the hours would be offered in order of seniority on a rotational basis following the seniority list until each member has been offered hours.

Notwithstanding Article 14.09 and 17.01 hours (six hours or less) that are not filled by the staff in the program area may, or may not be, posted at the discretion of the agency. Should the additional hours not be accepted by any member of the program, and the Employer determines that the additional hours require filling, the Employer will follow the job posting language.

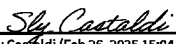
Notwithstanding the foregoing, the parties understand that, from time to time, the Agency may receive short-term funding with respect to a particular program area and agree that such funding should be utilized for the benefit of the Agency and its bargaining unit members to the greatest extent possible.


As such, the parties agree that if the Agency receives short-term funding that allows for the creation of additional hours of work for a period of six (6) months or less in particular program area. These hours will be offered to the members within the program area in order of seniority as outlined above. The Employer will notify the Union upon receiving any short-term funding resulting in additional hours of work pursuant to this Letter of Understanding.

The Employer agrees to notify the Union of such hours available and the details of the distribution of such hours to the members. Such notice will be in advance of the member(s) beginning the additional hours.


Guelph-Wellington Women in Crisis

CUPE Local 4393



Sly Castaldi (Feb 26, 2025 15:04 EST)



Tessa Campbell-Tersigni (Feb 26, 2025 13:17 EST)


Christine Wilson (Feb 26, 2025 12:42 EST)


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Cristina Tomaino (Mar 4, 2025 16:02 EST)


Sophie Leungues (Feb 28, 2025 11:37 GMT)


Tim Wilson (Feb 28, 2025 09:42 EST)

SCHEDULE OF INCREASES

April 1, 2024	\$0.70 cents per hour (Retroactive to April 1, 2024)
April 1, 2025	\$0.70 cents per hour
April 1, 2026,	\$0.70 cents per hour
April 1, 2021,	Provide relief staff with a Wellness payment of \$100, minus applicable statutory deductions. To be paid upon ratification in year one, provided ratification occurs on or before February 28th, 2022.
April 1, 2022,	Provide relief staff with an annualized Wellness payment of \$225, minus applicable statutory deductions. To be paid on the last pay of the year, pro-rated for full months in a relief role within the calendar year. Annual Wellness payments would commence December 2022.

WAGE SCHEDULE					
For Collective Agreement from April 1, 2024 to March 31, 2027					
Job Classifications/Salary Grid – C.U.P.E. Local 4393					
Classification/Position		LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
III a) Team Leaders, Senior Rural Support Counsellor, Senior Sexual Assault Counsellor, Public Educator, Family Court Support Counsellor, Senior Transitional and Housing Support Counsellor, and Anti-Human Trafficking Counsellor					
Rate at March 31, 2024	March 31,2024	27.75	28.70	29.67	30.64
April 1, 2024 – Negotiated Raise		0.70	0.70	0.70	0.70
	April 1, 2024	28.45	29.40	30.37	31.34
January 1, 2025 - Pay Equity		0.33	0.33	0.33	0.33
	January 1, 2025	28.78	29.73	30.70	31.67
April 1, 2025 – Negotiated Raise		0.70	0.70	0.70	0.70
	April 1, 2025	29.48	30.43	31.40	32.37
April 1, 2026 – Negotiated Raise		0.70	0.70	0.70	0.70
	April 1, 2026	30.18	31.13	32.10	33.07
III b) Shelter Support Counsellor, Child Support Counsellor, Rural Support Counsellor, Sexual Assault Counsellor, Relief Support Counsellor, House Maintenance Worker, Shelter Food & Nutrition Counsellor, Transitional and Housing Support Counsellor, and Intake Support Counsellor					
Rate at March 31, 2024	March 31, 2024	26.83	27.77	28.70	29.74
April 01, 2024 – Negotiated Raise		0.70	0.70	0.70	0.70
	April 01, 2024	27.53	28.47	29.40	30.44
January 01, 2025 – Pay Equity		0.33	0.33	0.33	0.33
	January 01, 2025	27.86	28.80	29.73	30.77
April 01, 2025 – Negotiated Raise		0.70	0.70	0.70	0.70
	April 01, 2025	28.56	29.50	30.43	31.47
April 01, 2026 – Negotiated Raise		0.70	0.70	0.70	0.70
	April 01, 2026	29.26	30.20	31.13	32.17

Note: A bargaining unit member will advance a level on the wage grid after obtaining 1 full year seniority.

Note: The above rates do not reflect all Pay Equity adjustments which come into effect during the duration of the Collective Agreement.

Note: Temporary project/funding positions will be assessed by the employer and assigned to an appropriate classification in accordance with the applicable job duties. The employer will advise the Recording Secretary as to which classification the temporary project/funding position is to be allocated at the time of the job posting.