



Collective Agreement

Between:

UNIFOR AND ITS LOCAL 504

And

HOUSING HELP CENTRE FOR HAMILTON-WENTWORTH

2017 - 2020

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PURPOSE/PREAMBLE

The general purpose of this Agreement is to establish an orderly collective bargaining relationship between Housing Help Centre for Hamilton Wentworth and its Employees represented under this Agreement by Unifor and its Local Union Number 504 (the Union), to ensure the timely handling and disposition of complaints and grievances and to set forth an Agreement covering rates of pay and other working conditions.

The parties agree to work together to achieve a climate of mutual respect to promote and enhance a professional working relationship appropriate for the promotion of excellence at Housing Help Centre for Hamilton Wentworth.

The parties agree to conduct their employment relations involved in the administration of this Agreement in good faith and in a fair and reasonable manner.

ARTICLE 1 - TERM OF AGREEMENT

1.01 This Agreement shall be effective for a three (3) year period commencing May 16th 2017 and shall continue in effect up to and including May 16th 2020.

1.02 This Agreement shall continue automatically thereafter for annual periods of one (1) year, unless either party notifies the other in writing, within a period of ninety (90) calendar days immediately prior to the expiration date, that it desires to amend or terminate this Agreement.

If notice to bargain is given by either party, the parties shall meet within twenty-one (21) days, or as otherwise agreed by the parties, for the purpose of commencing negotiations.

ARTICLE 2 - RECOGNITION

2.01 Housing Help Centre for Hamilton Wentworth recognizes Unifor and its Local Union Number 504 (the Union) as the sole and exclusive bargaining agent for all Employees of Housing Help Centre for Hamilton Wentworth operating in and out of the city of Hamilton save and except supervisors and persons above the rank of supervisor.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that the management, supervision and direction of the Employer and the workforce are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, assign, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline Employees provided that a claim that an Employee has been discharged without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
- (c) Determine, in the interest of efficient operations and highest standard of service, classifications, hours of work, assignments, methods of doing the work, standards of work, job content, scope of services to be provided to consumers, the number of Employees required, the locations of work and equipment to be used in connection therewith;
- (d) Make, enforce and alter from time to time rules, regulations, policies and practices to be observed by the Employees;
- (e) Generally to manage and operate the Employer in all respects in accordance with its obligations.

3.02 The Employer agrees that it will not exercise its function in this Article in a manner inconsistent with the expressed provisions of this Agreement and reiterates its commitment to administer the Agreement in good faith and in a fair and reasonable manner.

ARTICLE 4 - UNION REPRESENTATION

- 4.01** The Employer shall recognize two (2) Union Representatives.
- 4.02** The allocation of Union Representatives will be the responsibility of the Union.
- 4.03** Union Representatives shall be permitted unpaid time off to handle Union related business.
- 4.04** The Employer shall allow paid time off for negotiations and grievance meetings with the Employer.
- 4.05** The Employer recognizes for the purpose of collective bargaining a Union Committee comprised of two (2) rank-and-file members plus the National Representatives.
- 4.06** The Union shall furnish the Employer from time to time with an update on the current Union Representatives.
- 4.07** The Employer, upon proper notification, shall grant the President of the Local and National Representatives entry into the employer premises or offices.
- 4.08** **Agreement Compliance**

No Employee will be required or permitted to make any written or verbal agreement that conflicts with the terms of this Agreement.

4.09 Union Membership and Dues

- (a) The Employer will deduct an amount equivalent to the monthly Union Dues from the monthly pay of each Employee (including probationary Employees) in the bargaining unit, in the amount specified in writing by the Union, and shall remit same to the Union as soon as practicable and not later than ten (10) business days after the deduction is made.
- (b) When the amounts specified under Article 4.09 (a) are remitted, the Employer will inform the Union in writing of the names of Employees from whose pay deductions for Union Dues have been made and the amount of Dues deducted from each Employee's pay.
- (c) The Union shall advise the Employer in writing at least thirty (30) days in advance of any change in the amount of its Union Dues. It is agreed that the rate structure of the monthly Dues requested shall not require deductions which are incompatible with the Employer's payroll system.
- (d) The Union shall indemnify and save the Employer harmless from any claims or any liability arising from or as a result of the deduction or non-deduction of Union Dues.
- (e) Every Employee will have the right to join the Union, and thereby participate in its activities.

4.10 Union Bulletin Board

The Employer agrees to provide a bulletin board within the head office of the Employer for the posting of Union material in a location mutually agreed upon by the parties.

4.11 Contribution to Social Funds

(a) Social Justice Fund

The Employer agrees to pay into a special fund \$500.00 per year for the purpose of contributing to the Unifor Social Justice Fund. The Fund is a registered non-profit charity which contributes to Canadian and international non-partisan, non-governmental relief and development organizations. Such monies are to be paid on a quarterly basis into the fund established by its Board of Directors and sent by the Employer to the following address:

Unifor Social Justice Fund, 205 Placer Court Toronto, Ontario M2H 3H9

(b) Paid Education Leave (PEL)

The Employer agrees to pay into a special fund \$500.00 per year for the purpose of providing paid education leave. Such leave will be for upgrading Employee skills in all aspects of trade Union functions. Such monies to be paid into a trust fund established by the national Union, Unifor, effective from the date of ratification, and sent by the Employer to the following addresses:

Unifor Leadership Training Fund,
205 Placer Court, Toronto, Ontario, M2H 3H9

ARTICLE 5 - COMPLAINT/GRIEVANCE AND ARBITRATION PROCEDURE

5.01 Should any difference arise between the Employer and an Employee, as a result of an alleged violation of this Collective Agreement, a grievance may be submitted within ten (10) working days from the date of the alleged incidence.

5.02 **Step 1**

Any Employee having a grievance shall first take the matter up with his/her Local Union Chairperson who will discuss said complaint with the Supervisor concerned. If the complaint is not satisfactorily resolved within forty-eight (48) hours, the Chairperson will then submit the grievance in writing within five (5) working days to the Supervisor. The Supervisor shall give his/her decision in writing to the Committeeperson within five (5) working days of the receipt of the grievance.

5.03 **Step 2**

Should the Union be dissatisfied with the Supervisor's decision, the Union may refer the grievance to a meeting with Representatives of Management who shall meet within five (5) working days of the request for such meeting. The Union National Representative and/or President of the Local Union may be in attendance at this meeting. Management's decision relating to the grievance shall be in writing and, if not rendered during the conference, shall be rendered to the Chairperson within five (5) working days after the holding of the conference. If Management's decision is not satisfactory to the Union, it may be referred to an Arbitrator, provided written notice of the party's intention to refer the dispute to an Arbitrator is given to the other party within thirty (30) days after Management's decision.

5.04 **Discharge Grievances**

The following special procedure shall be applicable to a grievance alleging improper discharge of an Employee. The grievance may be lodged in writing through the Chairperson to the management. If the decision is not satisfactory to the Union, the matter may then proceed directly to arbitration.

- 5.05 The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of Employees, or to a Union policy grievance.

ARTICLE 6 - ARBITRATION

- 6.01 If the Management decision, given following the conference in Step 2 of the Grievance Procedure, is not satisfactory to the Employee concerned, such grievance may be submitted to arbitration provided written notice of appeal to arbitration is served on Management within thirty (30) working days of the delivery of the Management decision appealed from, such appeal to be an impartial Arbitrator to be selected by the parties. The decision of the Arbitrator shall be final and binding on both parties. The cost of the Arbitrator shall be shared equally by the Company and the Union.
- 6.02 The Arbitrator shall not have the jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement. The Arbitrator, however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty.
- 6.03 All reasonable arrangements will be made to permit the conferring parties to have access to the Employer's premises to view any disputed operations involved in the grievance.
- 6.04 Any allegation by either the Union or the Employer that the other party has violated or misinterpreted this Agreement may be lodged in writing as a policy grievance, if by the Union to Management and if by the Employer to the Chairperson.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined in the *Labour Relations Act* for the Province of Ontario.
- 7.02 In the event that any person represented by the Union, other than those in this bargaining unit, engages in a lawful strike or is lawfully locked out, an Employee covered by this Agreement will not be required by the Employer to perform work normally done by that person.

ARTICLE 8 - NO DISCRIMINATION OR HARASSMENT

- 8.01 (a) The Parties agree to abide by the *Ontario Human Rights Code*.
- (b) The Employer and the Employees agree to foster a harassment free environment as defined by the *Ontario Human Rights Code*.

ARTICLE 9 - CORRESPONDENCE AND INFORMATION

- 9.01** All correspondence between the Employer and the Union relating to matters covered by this Agreement, except as otherwise specified in this Agreement, will pass between the President of the Local Union and the Executive Director of Housing Help Centre for Hamilton Wentworth or their Designates.
- 9.02** The Employer will provide the Union with the following information in electronic or written form, as appropriate:
- (a) Annually, a listing containing the names of all Employees in the bargaining unit, their job title, Employee identification number, salutation, employment start date, home address, home telephone number, hourly rate, normal weekly hours and workplace email address, however determined;
 - (b) On a regular basis, a listing of all new hires, of terminations, including resignations and retirements, and leaves;
 - (c) Copies of appointment letters for new Employees, including the length of appointment, if applicable;
 - (d) Notification of deaths of current Employees and of Employees moving outside the bargaining unit by email as they occur; and
 - (e) Such other information as may be set out elsewhere in this Agreement that is required to be given.

ARTICLE 10 - HEALTH AND SAFETY

10.01 General

The Employer and the Employees are committed to maintaining healthy and safe conditions, and agree to comply with all provincial legislation relating to health and safety including the *Ontario Occupational Health and Safety Act*.

- 10.02** No Employee will be disciplined for exercising their right to refuse unsafe work in accordance with the *Ontario Occupational Health and Safety Act*.

10.03 Health and Safety Committee

The parties agree that there will exist a Joint Health and Safety Committee comprised of one (1) Union Representative and one (1) Employer Representative. The Committee will be structured in accordance with the *Ontario Occupational Health and Safety Act* and its members will have the power and authority specified therein.

- 10.04** The Employer agrees to provide basic certification training for one (1) Union Representative.

- 10.05** Employees will suffer no loss of remuneration for time required to carry out their responsibilities on the Joint Health and Safety Committee.

ARTICLE 11 - STAFF INFORMATION

11.01 Personnel Files

- (a) The Employer and the Union agree that the Employer shall maintain personnel records. The Employee will advise the Executive Director, or Designate, immediately if there is any change in personal data, such as name, address or telephone number, spouse and/or dependant, or any other information necessary to administer benefits.
- (b) The personnel file for the Employee shall include items concerning the record of employment including, but not limited to, the original application form, current job description, salary history and any performance appraisals, all of which is normally copied to the Employee concurrent with their addition to the file.
- (c) Employees shall have the right to examine their personnel files in the presence of the Executive Director or Designate. Upon request and within a reasonable time following the request, Employees will be provided with a photocopy of specified documents from their files.
- (d) Upon receipt of a written request from the Employee, the Supervisor will remove and destroy any discipline from Employee's personnel file provided that they are more than eighteen (18) months old and no further disciplinary action of any nature has occurred during that eighteen (18) month period.

11.02 Confidentiality of Personnel Files

Access to personnel files will be limited to:

- (a) The Employee;
- (b) The Executive Director; and
- (c) Other persons authorized by the Executive Director in connection with personnel, administrative and/or labour relations matters.

11.03 Employee Health Files

All Employee health files will be kept in an area separate from all other personnel files and under secure conditions. Access will be limited to the Executive Director or Designate and such other authorized person who have a legitimate reason to access such files, it being understood that such persons may be required to supply or utilize such information from those files in respect of disability insurance plans, Workplace Safety and Insurance Board claims or other accommodation or compensation issues.

Access to any other persons will only be provided with the prior approval of the Employee.

ARTICLE 12 - PROGRESSIVE DISCIPLINE AND DISCHARGE

- 12.01** The Employer shall discipline or discharge an Employee only for just cause.
- 12.02** The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, in most cases, discipline will be preceded by counselling.
- 12.03** A Union Representative has the right to be present during all meetings with the Employer above the level of verbal warnings. When an Employee is called to an interview by the Employer, and the subject of the interview is discipline above the level of written warning, the Employee will be so informed before the interview that she has the right to Union Representation. The meeting will not proceed until the Union Representation is present.

ARTICLE 13 - PROBATIONARY EMPLOYMENT

- 13.01** A newly-hired Employee will be on probation for a period of six (6) months.
- 13.02** A probationary Employee may be terminated at any time during the probationary period and there will be no recourse to the grievance and/or arbitration procedure regarding termination, subject to the *Human Rights Code*. The Chairperson shall be notified in advance of any such termination.
- 13.03** At the end of the probationary period, if the performance is deemed to be satisfactory, the appointment will be confirmed in writing.

ARTICLE 14 - SENIORITY

- 14.01** Seniority is defined as the length of continuous service calculated from the most recent date of employment with the Employer.
- 14.02** **Seniority List**
- (a) The Employer will maintain a seniority list showing the date upon which the Employee commenced their most recent employment with the Employer.
- (b) Only those Employees who have completed their Probationary Period as defined in Article 13 (Probationary Employment) will appear on the seniority list. Upon completion of the Probationary Period, the Employee will be added to the seniority list.
- (c) An up-to-date seniority list will be sent to the Union and will be posted on

the bulletin board annually. This list shall be used to determine seniority for the purposes of this Agreement. It shall be deemed correct until such time as an error is brought to the attention of the Employer by the Union, and will not be retroactive if such an amendment would require a change to an Employer decision based on the earlier seniority list.

14.03 Seniority will continue to accrue and will not be affected by absence resulting from vacations, holidays, sick leave or injury, suspensions, or other leaves as provided for in this Agreement.

14.04 Employees will lose their seniority and will be deemed to have terminated their employment with the Employer for any of the following reasons:

- (a) They are discharged for just cause and not reinstated;
- (b) They resign or retire;
- (c) After a layoff they fail to return to work within three (3) working days of the notice of recall;
- (d) They are laid off for a period longer than one (1) year provided in Article 17 (Recall Rights).
- (e) They are off work for a period of longer than two (2) years because of a disability.

ARTICLE 15 - HOURS OF WORK

15.01 The provisions of this Article are intended to provide a basis for calculating compensation for time worked and shall not be construed as providing any guarantee as to the hours of work per day or per week, unless expressly stated.

15.02 Work Week

- (a) The regular work week shall normally consist of thirty-five (35) hours per week, which shall normally consist of five (5) equal shifts of seven (7) hours.
- (b) The Employer will include the normally scheduled daily and weekly hours of work in each job posting. The Employer will confirm at the time of appointment the normal schedule, including normal start and end times.

15.03 Scheduling of Hours

Where an Employee's regular schedule, shift or hours of work per week are to be changed on an ongoing basis, or the Employer wishes to introduce extended hours of work, the Union and the Employee shall be provided with a minimum of one (1) month written notice of the change. The Employee may agree in writing to accept such change sooner, after

having consulted with a Representative of the Union.

15.04 Reporting Absences

- (a) Employees are responsible to report to work on time on each scheduled work day. When an Employee is absent from work, the Employee will notify the Supervisor by telephone before the beginning of the work period or as soon as practicable. This may be accomplished by leaving a voice message in the Supervisor's voice mail. The Employee shall inform the Supervisor of the reason for the absence, the expected time of return to work and a phone number where the Employee may be reached during the absence. Should the Employee's condition change during the absence, such that there is a change to their expected date of return, they will notify the Supervisor as soon as reasonably possible.
- (b) The Employer shall, where it determines appropriate, request that the Employee provide a medical certificate. When requested, the Employer shall reimburse the cost of the certificate on the provision of a receipt.

15.05 Meal and Break Periods

- (a) The Employer provides one (1) thirty (30) minute unpaid meal period in the Employee's normal work day.
- (b) The Employer shall provide one (1) ten (10) minute paid break during the Employee's shift.
- (c) Meal periods shall be scheduled according to the work needs of the unit. They are subject to change by the Employer, if necessary due to the work needs of the unit.

15.06 Additional Hours of Work and Overtime

- (a) The parties recognize that the Employer may require the performance of additional hours of work and overtime. Additional hours of work and overtime will be on a voluntary basis, provided both parties understand that a senior Employee may refuse overtime but a Junior Employee must perform overtime.
- (b) The Employer will attempt to allocate additional hours of work and overtime on an equitable basis among available, qualified Employees who normally perform those duties.
- (c) **Overtime**

Overtime is time worked by an Employee in excess of forty (40) hours per week.

Where an Employee works overtime, the Employee shall be paid at an amount equal to one and one-half (1½) times their regular hourly rate for

each hour worked.

- (d) There shall be no duplicating or pyramiding of overtime or premium payments unless provided herein.
- (e) All additional hours of work or overtime hours of work must be authorized by the Supervisor in advance of it being worked.
- (f) **Payment of Overtime or Compensating Time Off**
 - (i) Overtime hours may be compensated in pay or compensating time off (CTO) at the equivalent rate at the Employee's election. It is expressly agreed, however, that at any one point in time an Employee may only carry twenty-one (21) hours of lieu time. Should an Employee's election to receive CTO cause their lieu time bank to exceed twenty-one (21) hours, the overtime shall be compensated in pay. In any event, CTO will be scheduled at a mutually agreeable time.
 - (ii) Upon termination, an Employee will be paid for outstanding accumulated overtime/lieu time.

15.07 Call-Back/Call-In

When an Employee, who has completed their normal work day and has left the Employer's premises, is required by the Employer to return to work or is required to attend work on a regularly scheduled day off, the Employee shall be entitled to the greater of the time worked at the Employee's regular rate or three (3) hours.

15.08 Log-on and Telephone Consultation Pay

An Employee who is required by the Employer to log-on from home to the Employer's computer system or to engage in a telephone conversation to conduct work will be paid a minimum of one (1) hour or the actual time worked at one and one half (1½) times the Employee's regular hourly rate whichever is greater.

15.09 Emergency/Inclement Weather Compensation

When the Employer is closed on account of an emergency or inclement weather, Employees are not expected to be at work, but will be paid the normal pay and benefits for their scheduled shift. Employees who are already at work when the Employer or McMaster University declare the workplace closed, may leave work with no loss of pay or benefits. Employees who work despite not being required to work, during such a closure will receive no premium.

15.10 Mileage

Employees who use their own vehicle to conduct Employer business will

be compensated at the rate \$0.44 per kilometre.

ARTICLE 16 - LEAVES OF ABSENCE

16.01 Bereavement

An Employee shall be entitled to a leave of absence with pay in the event of the death of a member of their family.

- (a) For "immediate family" member defined as spouse, son, daughter, children of the Employee's spouse, children of common law spouse, step-children, ward, brother, sister, father and mother, three (3) consecutive working days of paid leave at the Employee's regular rate of pay will be given commencing when the Employee becomes aware of the death of the family member.
- (b) For "extended family" member defined as father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, grandmother and grandfather, grandparents of the Employee's spouse, step-mother and step-father, one (1) consecutive working days of paid leave at the Employee's regular rate of pay will be given commencing when the Employee becomes aware of the death of the family member.
- (c) Where an Employee's scheduled vacation is interrupted due to the death of a member of their family, the Employee shall be entitled to Bereavement Leave in accordance with Article 16.01. The portion of the Employee's vacation which is deemed to be Bereavement Leave shall be rescheduled.
- (d) The Employer at its sole discretion may grant an extra day off for other relatives.
- (e) If extensive travel is required, an additional leave with pay to a maximum of two (2) days may be granted at the discretion and approval of the Supervisor.

16.02 Jury Duty/Witness Duty

Paid leave of up to five (5) days shall be granted to an Employee required, under summons or subpoena, to serve as a juror or witness. Paid leave shall not be granted when the Employee is a party to the court proceedings.

The Employee shall provide the Executive Director with a copy of the summons or subpoena which indicates the period of jury duty or witness service required as soon as possible after receipt of same.

16.03 Unpaid Personal Leave

A personal leave may be granted for a variety of reasons for a period of up

to twelve (12) months at the discretion and approval of the Executive Director. The Employee may continue to participate in the Employer benefit plans, provided the Employee pays both the Employee and the Employer benefit plan premiums in advance. Upon return to work from an unpaid personal leave, the Employee will resume the Employee's former position provided that it still exists, with full corresponding wage and benefits. In the event that an Employee's position becomes redundant during the period of an approved leave, the provisions of Article 17 shall apply. Seniority shall not accrue during Unpaid Personal Leaves.

16.04 Vacations

Annual vacation credits shall accrue at the rate of:

- (a) 1.25 days per month for the first one (1) to four (4) years of employment.
- (b) 1.67 days per month for the fifth (5) and sixth (6) years of employment.
- (c) 2.08 days per month beginning in the seventh (7) year and all consecutive years, to a maximum of 25 days per year.

16.05 Paid Holidays

(a) Holidays

The Employer recognizes the following paid holidays: Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Easter Monday and Victoria Day.

(b) Leaves

Employees on an unpaid leave of absence for twenty- one (21) calendar days or less are entitled to compensation for the paid holiday(s) which fall in the period commencing on the first day of the leave and ending on the day of return to work.

(c) Working on a Paid Holiday

If an Employee is scheduled to work on a paid holiday, the Employee shall receive either:

- (i) Pay for all hours worked on such day at the rate of one and one-half (1½) times the Employee's regular straight time rate of pay in addition to the Employee's regular straight time rate of pay, or
- (ii) Pay for all hours worked on such day at the rate of one and one-half (1½) times the Employee's regular straight time rate of pay and a lieu day off at regular straight time rate of pay taken at a time mutually agreeable to the Employee and the Supervisor.

- (d) Paid Holidays for all Part-Time Employees shall be paid in accordance with the *Employment Standards Act*.

16.06 Family Leave

(a) Pregnancy Leave and Parental Leave

Pregnancy and Parental Leave will be in accordance with the *Employment Standards Act*.

16.07 Union Leave

(a) An Employee who is:

- (i) Appointed, selected or elected to work for Unifor Local Union 504, or
- (ii) Appointed or elected to a position within Unifor, or
- (iii) Appointed, selected or elected by Unifor or the Local Union to a position within the Canadian Labour Congress (CLC), or a position within the provincial or district CLC Councils, or Ontario Federation of Labour shall at the written request of the Unifor or the Local Union shall receive a Leave of Absence without pay and benefits for the duration of the appointment or terms of office.

- (b) An Employee appointed to a position identified as one of a Labour Member of a Government Agency shall at the written request of the Unifor or Local Union receive a Leave of Absence without pay and benefits for the duration of the appointment.

- (c) The Employee and/or the Union will notify the Employer in writing at least one (1) month in advance of the Leave of Absence, whenever possible. Seniority shall accrue during Union Leaves.

(d) Leave Extension

If an Employee requires an extension of the Leave of Absence under Article 16.07, they must submit the request in writing at least four (4) weeks prior to the desired start of the extended leave period, to their immediate Supervisor, who will forward a copy to the Executive Director.

The Executive Director will inform the Employee of the status of the request, in writing, no later than ten (10) working days following the receipt of the request. Granting of permission of the Leave extension will not be unreasonably withheld provided that the leave can be reasonably accommodated.

(e) Return to Work

Upon return to work from a Union Leave, the Employee will resume their

former position with full corresponding salary and benefits. In the event that an Employee's position becomes redundant during the period of approved Leave, the provisions of Article 17 shall apply.

16.08 Compassionate Care Leave

A Compassionate Leave shall be granted in accordance with the *Employment Standards Act*.

16.09 Personal Days

An Employee is entitled to two (2) paid personal days on an annual basis. Personal days can be taken in ½ day increments and may not be carried forward.

ARTICLE 17 - REDUNDANCY - LAYOFF AND RECALL

17.01 Displacement

- (a) Employees will be laid off in order of seniority and in accordance with their classification.
- (b) Probationary and temporary Employees in the department affected will be laid off as expeditiously as is consistent with the continuous efficient and orderly operation of the Employer, provided that the laid off seniority Employee who displaces the probationary or temporary Employee has the ability to perform the duties of the Employee displaced.
- (c) The Employer will determine the Junior Employee in the classification and department to be affected by the layoff or reduction in hours.

17.02 Layoff and Recall

- (a) Employees who have completed the probationary period will have recall rights for a period of twelve (12) months from the date of initial layoff after which seniority will cease.
- (b) Seniority will not continue to accrue during a layoff.
- (c) Employees on the recall list will be recalled in order of seniority by department and classification to vacant positions, in the same or lower pay level as they held at the time of layoff.
- (d) An Employee who has been laid off and remains eligible for recall will be recalled to the job they held at the time of layoff should such position become available during the first twelve (12) month period following layoff.
- (e) An Employee will be required to accept recall where the available position is at the same pay level, has at least the same number of hours of work, and is in the same employment category as the position that the

Employee held at time of layoff. If the Employee declines such recall, the Employee will be considered to have resigned and will be deemed to have terminated.

- (f) Notice of recall will be made by registered mail to the Employee's last address on file with the Employer. A copy will be sent to the Union. It is the responsibility of an Employee to keep the Employer informed of the Employee's current address.
- (g) An Employee will respond to the Employer within three (3) working days of receipt of notice of recall with their intention to accept or, if applicable, decline recall. If a laid-off Employee fails to notify the Employer of their intention to accept or, where applicable, or having accepted recall, fails to report for work on the recall date specified by the Employer without justification, the Employee will be considered to have resigned, and the employment relationship of that Employee will be deemed to have been terminated.
- (h) If an Employee has been laid off for a period beyond the limits of the Employee's recall rights without having been recalled, the Employee will be deemed to have been terminated.

17.03 General

- (a) An Employee who terminates their employment subsequent to receiving notice of layoff will be deemed to have abandoned all rights.

ARTICLE 18 - APPOINTMENTS AND PROMOTIONS

- 18.01 (a)** Vacancies will be posted at the Employer for a period of at least five (5) working days on the bulletin board. The Employer shall give first consideration to current Employees.
- (b) The job posting shall include the following information:
 - (i) Job title and description of the position;
 - (ii) Wage range;
 - (iii) Required qualifications, skills, ability and relevant job experience;
 - (iv) Normally scheduled daily and weekly hours of work, if applicable;
 - (v) The current employment type of the job - continuing or limited term;
 - (vi) Date the position is anticipated to be filled;
 - (vii) Closing date of the competition, i.e. job posting;
 - (viii) Application requirements;

- (ix) The restriction of applications to current Employees, if applicable; and
- (x) The job is in the Unifor bargaining unit.
- (c) For posted positions, a current job description will be made available to the Applicants for their review.
- (d) To be eligible to apply for posted vacancies, Employees must have completed their probationary period.

18.02 Application Process

- (a) Applicants are required to submit an updated resume with their application letter as per the instructions on the posting notice.
- (b) All applications will be considered in confidence.
- (c) All Employee Applicants to the posted vacancy who may be qualified for the position and who apply within the initial five (5) working day period outlined in Article 18.01 will be considered.

18.03 Selection of Successful Candidate(s)

The Employer will base its selection of the successful Applicant to fill a posted vacancy on the Applicant's overall qualifications, skills, ability and relevant experience for the position. If the selection is to be made from two (2) or more Applicants whose qualifications, skills, ability and relevant experience are considered to be relatively equal, preference will be given to the Employee with the greater seniority.

- (a) The Employer will notify the successful Applicant. The name of the successful Applicant will be posted on the Union bulletin board. The Union will be notified of the name of the successful Applicant.
- (b) At the conclusion of the selection process, the Employer will notify the unsuccessful Applicants of the selection decision. Unsuccessful Applicants may then request a follow-up meeting with the Employer for the purpose of receiving advice on their application.
- (c) The successful Applicant shall be placed on a trial period for three (3) months from the date of appointment. Conditional upon satisfactory service the Employee shall be declared permanent in the position after completion of the trial period. Where it is determined by the Employer, or the Employee that the successful Applicant is not suitable for the job during the trial period, the Employee shall be returned to their previous position, if it still exists or to a comparable position to the one the Employee vacated, and wage level without loss of seniority. The Union agrees that the Employer may use Limited Term Employees during the trial period. Any other Employee promoted or transferred because of the

rearrangement of positions shall also be returned to their former position and wage level without loss of seniority.

- (d) If in the Employer's opinion, the Employee's performance and progress does not meet the job requirements, but may by the end of an extended trial period, or if in the opinion of the Employer there has been insufficient opportunity to assess the Employee's performance, the Employer, the Employee, and the Union may then mutually agree to extend the trial period.

18.04 In the event that the position becomes vacant again within three (3) months of the original posting date, the Employer may elect to reconsider the original Applicants without re-posting the position and will so advise the Union.

18.05 No Employee will be required to accept a transfer or promotion to a position outside of the bargaining unit without that Employee's consent. An Employee who moves outside of the bargaining unit shall be able to return to the unit without loss of seniority within six (6) months.

ARTICLE 19 - LABOUR MANAGEMENT COMMITTEE

19.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint discussion and consultation, and agree to establish a Labour Management Committee. This Committee will attempt to foster effective communications and working relationships between the parties, and to maintain a spirit of mutual co-operation and respect. This Committee will review matters of concern arising from the application of the Agreement.

19.02 The Labour Management Committee will be composed of two (2) Union Representatives or such Designate as the Union may appoint, and two (2) Representatives of the Employer, of whom one will be the Executive Director or Designate. A quorum will be all four (4) members. The Committee shall select, from itself, one Union member and one Employer member to serve as joint Chairs who shall be responsible for preparing a mutually agreed upon agenda and for presiding over the meeting.

19.03 The Employer shall supply support for the Committee to take minutes, circulate notices of meetings and agendas.

19.04 The Committee shall approve minutes taken and publicly post minutes and agendas. Agendas shall be posted at least seven (7) days prior to the date of meeting.

19.05 The Committee, when it reaches a decision to make a recommendation, will forward such recommendation to their respective parties.

19.06 The Committee shall meet at least once every six (6) months, and at other times as mutually determined. The Parties may mutually agree to cancel

any scheduled meeting.

ARTICLE 20 – BENEFITS

20.01 The Employer shall provide and pay on behalf of each full-time Employee who is not on Leave of Absence or layoff, except where required by legislation, one hundred percent (100%) of the premium cost of the benefit program including:

- (a) GROUP LIFE AND A.D&D
- (b) LONGTERM DISABILITY – Subject to Employee Eligibility
- (c) EXTENDED HEALTH CARE
- (d) DRUG BENEFIT
- (e) DENTAL
- (f) EYE GLASSES, CONTACT LENSES OR LASER EYE SURGERY

Reimbursement maximum of \$200.00 per each twenty-four (24) month period.

20.02 Pension

The Employer shall provide matched contributions to the Employee Pension Plan in the amount of three percent (3%) of an Employee's gross wages in each bi-weekly pay period to a registered Retirement Savings Plan.

20.03 Short Term Disability

Full-time Employees shall be entitled to 0.833 working days per month, (ten (10) days per year) sick leave. Sick leave credits may be cumulative, to a maximum of eighty five (85) days.

Part-time Employees shall be entitled a prorated value of the full-time equivalent based on the contracted number of hours to be worked.

MEMORANDUM OF AGREEMENT

B E T W E E N :

HOUSING HELP CENTRE FOR HAMILTON-WENTWORTH

(The "Company")

- and -


UNIFOR AND ITS LOCAL 504

(The "Union")

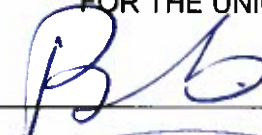
1. The parties herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute.
2. The Union and the Employer bargaining Committees agree to unanimously recommend this settlement for ratification to their respective parties.
3. The parties herein agree that this Collective Agreement between the parties shall be from date of ratification until 3 years hence.


DATED at Hamilton, Ontario this 21 day of Dec, 2017.


FOR THE COMPANY

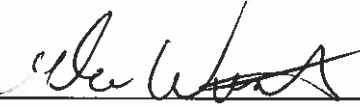


FOR THE UNION









SCHEDULE "A"

	Step 1 -Up to 1820 hrs		
	May 16 2017	May 16 2018	May 16 2019
Coordinator	\$21.03	\$21.35	\$21.67
Housing Worker	\$20.57	\$20.88	\$21.19
Landlord Engagement Worker	\$20.57	\$20.88	\$21.19
Relief - Student Rate	\$17.94	\$18.21	\$18.48

	Step 2 Up to 1821 to 3640 hrs		
	May 16 2017	May 16 2018	May 16 2019
	\$22.20	\$22.53	\$22.76
	\$21.71	\$22.04	\$22.26
	\$21.71	\$22.04	\$22.26

	Step 3 - Over 3640 hrs		
	May 16 2017	May 16 2018	May 16 2019
	\$23.37	\$23.72	\$23.96
	\$22.86	\$23.20	\$23.43
	\$22.86	\$23.20	\$23.43

Department

Halton Housing Help

Classifications

Housing Worker
 Housing Worker - ICM
 Housing Worker Senior
 Landlord Engagement Coordinator

Hamilton Housing Help

Housing Worker
 Housing Coordinator
 Bed Bug Coordinator

Financial Stability Programs

Housing Worker- Financial Stability

Landlord Engagement

Landlord Engagement Worker

Mental Health Outreach

Housing Worker

In the event of layoffs, there is no bumping between departments and classifications

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