

# **COLLECTIVE AGREEMENT**

~between~

**Haldimand-Norfolk Housing Corporation**  
(hereinafter referred to as the "Employer")



~and~

**The Canadian Union of Public Employees, and  
its Local 4700.03**  
(hereinafter referred to as the "Union")

***CUPE***

**Term: January 1, 2024 to December 31, 2027**

## TABLE OF CONTENTS

<b>ARTICLE 1 - PURPOSE .....</b>	<b>4</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS .....</b>	<b>4</b>
<b>ARTICLE 3 - RECOGNITION AND COVERAGE .....</b>	<b>5</b>
<b>ARTICLE 4 - NO DISCRIMINATION OR COERCION .....</b>	<b>6</b>
<b>ARTICLE 5 - DUTY TO ACCOMMODATE .....</b>	<b>6</b>
<b>ARTICLE 6 - UNION SECURITY .....</b>	<b>7</b>
<b>ARTICLE 7 - CORRESPONDENCE AND NOTICES .....</b>	<b>7</b>
<b>ARTICLE 8 - NO STRIKES OR LOCKOUTS .....</b>	<b>8</b>
<b>ARTICLE 9 - REPRESENTATION OF EMPLOYEES.....</b>	<b>8</b>
<b>ARTICLE 10 - GRIEVANCE/MEDIATION.....</b>	<b>9</b>
10.5 TYPES OF GRIEVANCES .....	10
<b>ARTICLE 11 - ARBITRATION .....</b>	<b>11</b>
<b>ARTICLE 12 - DISCIPLINARY ACTION AND WARNINGS .....</b>	<b>12</b>
12.1 INVESTIGATION/DISCIPLINE MEETINGS.....	12
12.2 DISCIPLINE, SUSPENSION OR DISCHARGE .....	12
<b>ARTICLE 13 - DEFINITIONS .....</b>	<b>14</b>
<b>ARTICLE 14 - SENIORITY .....</b>	<b>15</b>
14.12 JOB-SHARING .....	19
<b>ARTICLE 15 - JOB POSTINGS .....</b>	<b>20</b>
<b>ARTICLE 16 - LAYOFF AND RECALLS.....</b>	<b>22</b>
16.1 LAYOFF AND RECALL .....	22
<b>ARTICLE 17 - BULLETIN BOARD(S) .....</b>	<b>24</b>
<b>ARTICLE 18 - LEAVES OF ABSENCE .....</b>	<b>24</b>
18.1 UNION FUNCTIONS .....	24
18.2 CAMPAIGNING FOR PUBLIC OFFICE.....	24
18.3 UNION OFFICE.....	24
18.4 PATERNITY LEAVE.....	25
18.5 VOTING LEAVE.....	25
18.6 COURT APPEARANCES .....	25
18.7 SPECIAL OR COMPASSIONATE LEAVE.....	25
18.8 JURY AND WITNESS DUTY .....	26
18.9 BEREAVEMENT LEAVE .....	26
18.10 PREPAID LEAVE PLAN - FULL-TIME EMPLOYEES ONLY .....	27
18.11 CANADIAN CITIZENSHIP LEAVE.....	29
18.12 PREGNANCY/PARENTAL LEAVE.....	29

18.13 MILITARY LEAVE .....	29
<b>ARTICLE 19 - MAJOR CHANGE IN WORK METHODS.....</b>	<b>29</b>
<b>ARTICLE 20 - GENERAL .....</b>	<b>30</b>
20.2 TRAVEL.....	30
20.4 JOB SECURITY .....	31
20.5 PRINTING OF AGREEMENT.....	31
<b>ARTICLE 21 - WAGES AND SALARIES .....</b>	<b>31</b>
21.4 OUT-OF-SCHEDULE RATES.....	31
<b>ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY .....</b>	<b>32</b>
<b>ARTICLE 23 - HOURS OF WORK AND OVERTIME.....</b>	<b>32</b>
23.14 CALL-IN .....	34
<b>ARTICLE 24 - PENSION PLANS.....</b>	<b>34</b>
<b>ARTICLE 25 - VACATIONS .....</b>	<b>35</b>
<b>ARTICLE 26 - RECOGNIZED HOLIDAYS .....</b>	<b>37</b>
<b>ARTICLE 27 - BENEFIT PLANS.....</b>	<b>38</b>
<b>ARTICLE 28 - SICK PROVISIONS .....</b>	<b>40</b>
28.1 SICK LEAVE CREDITS – FULL-TIME PERMANENT EMPLOYEES .....	40
28.2 SICK LEAVE CREDITS - PERMANENT PART-TIME EMPLOYEES .....	41
28.3 SICK LEAVE RECORDS.....	42
28.4 MEDICAL EXAMINATIONS.....	42
28.5 EMPLOYMENT INSURANCE .....	43
28.6 RECOVERY OF DAMAGES (FULL-TIME EMPLOYEES) .....	43
<b>ARTICLE 29 - DURATION OF COLLECTIVE AGREEMENT .....</b>	<b>43</b>
<b>SCHEDULE "A" .....</b>	<b>44</b>
<b>LETTER OF UNDERSTANDING #1.....</b>	<b>45</b>
RE: BUY-BACK OF OPTIONAL PENSIONABLE SERVICE .....	45
<b>LETTER OF UNDERSTANDING #2.....</b>	<b>46</b>
RE: JOB EVALUATION .....	46
<b>LETTER OF UNDERSTANDING #3.....</b>	<b>47</b>
RE: ON-CALL .....	47
<b>LETTER OF UNDERSTANDING #4.....</b>	<b>48</b>
RE: PREGNANCY/PARENTAL LEAVE.....	48
<b>JOB EVALUATION MAINTENANCE MANUAL .....</b>	<b>49</b>

## **ARTICLE 1 - PURPOSE**

**1.1** WHEREAS it is the purpose of both parties to this agreement:

- a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and its employees;
- b) to recognize the mutual value of joint discussions and negotiations on all matters pertaining to employment, salaries, hours of work and other conditions of employment as set out in this agreement;
- c) to ensure the highest possible standards of service to the public in the delivery of services to the Employer by its employees;
- d) to promote the morale, well-being, and security of all employees in the bargaining unit as described herein.

NOW THEREFORE the Parties agree as follows:

## **ARTICLE 2 - MANAGEMENT RIGHTS**

**2.1** The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- a) maintain order, discipline, and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by its employees.
- b) hire, retire, classify, direct, transfer, promote, demote, assign employees to tasks, layoff, discipline, suspend or discharge employees, providing only that a claim of unfair transfer, demotion, discipline or suspension, layoff or a claim that an employee has been discharged or retired without reasonable cause, may be the subject of a grievance to be dealt with as herein provided, to plan and control operations; to select and retrain employees for positions excluded from the bargaining unit provided the written consent of such employee is first obtained; and to transfer employees into the bargaining unit.
- c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the methods of operation, the services to be performed, the schedules of work, the kinds and locations of equipment to be used, and the right to introduce new methods of work or processing work.

**2.2** The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this agreement.

## **ARTICLE 3 - RECOGNITION AND COVERAGE**

- 3.1** The Employer recognizes Local 4700 of the Canadian Union of Public Employees, as the sole and exclusive collective bargaining agent for all employees of Haldimand-Norfolk Housing Corporation in the Counties of Haldimand and Norfolk, save and except managers, persons above the rank of manager, security tenants, and the Administrative Assistant to the Chief Executive Officer.
- 3.2** The Employer shall not negotiate with any party other than the elected representatives of the Union to amend or alter the terms or conditions of the collective agreement and/or any letters of agreement and/or letters of understanding. In the event that the parties determine that an amendment to the collective agreement is required, a letter of agreement or Letter of Understanding shall be required, the signatories shall be the President (or designate), the Site Steward and the National Representative.
- 3.3** The Employer and the Union agree that any new classification not coming within the foregoing recognition clause or the exclusions there from shall be discussed by the parties before such classification is established and before the determination by the Employer as to whether they come within the jurisdiction of this agreement or are excluded there from. It is understood that in the event of a dispute under this clause such disagreement may not be referred to the grievance or arbitration procedures herein, but that it may be referred to the Ontario Labour Relations Board.
- 3.4** The Employer agrees that no employee in the bargaining unit shall suffer a loss of employment or be subjected to a layoff by reason of bargaining unit work being performed by personnel who are not included within the bargaining unit.
- 3.5** It is understood and agreed that if a person is employed for a specific term or task of not more than three (3) months in duration, they shall be considered a temporary or contract employee and not within the scope of this agreement. However, should such a person remain in the employ of the Employer for a period of more than three (3) months, such person shall be entitled to all rights and benefits of the collective agreement with the exception of those rights and benefits which are identified in Article 3.6.
- 3.6** It is understood and agreed that if a person is employed for a specific term or task greater than three (3) months, but less than twelve (12) months in duration, such person shall be considered a temporary employee subject to layoff or discharge without recourse to the grievance procedure during such term or task and shall be entitled to all other rights and benefits of the collective agreement with the exception of;
- i) Seniority - Article 14;
  - ii) Vacations - Article 25;  
Such temporary employee shall receive four percent (4%) vacation pay, as per the *Employment Standards Act* as amended.

If such temporary employee is employed for twelve (12) months or more, such employee shall receive vacation with pay as per the provisions of Article 25; and;

- iii) Sick Leave Provisions - Full-Time Employees, Only - Article 28.  
The terms and conditions of each specific term or task assignment will be detailed in a letter addressed to the President and Recording Secretary of the Union.
- iv) Benefits – Article 27  
The twelve (12) month period referred to herein may be extended by mutual agreement of the parties. Such extension to the original twelve (12) month period must be agreed upon in writing and in no case, will such extension last beyond a further twelve (12) months.

**3.7** Full-time employees are those who are regularly employed for more than twenty-four (24) hours per week.

Part-time employees are those who are regularly employed for twenty-four (24) hours per week or less.

## **ARTICLE 4 - NO DISCRIMINATION OR COERCION**

- 4.1** The Employer and the Union agree that there shall be no harassment, discrimination, interference, restriction, bullying or coercion exercised or practised by either of them with respect to any employee by reason of age, race, creed, colour, place of national origin, political or religious affiliation, sex, marital status, sexual orientation or by reason of an employee's membership or lack of membership or activity in the Union. Furthermore, the Employer and the Union agree that their representatives and members will adhere to the provisions contained in the *Human Rights Code of Ontario* as amended.
- 4.2**
- a) Every employee has a right to be free from any form of non-code harassment or discrimination in the workplace, and from any reprisal for the rejection and/or reporting of such behavior.
  - b) Further, every employee has a right to be free from any form of sexual harassment or discrimination in the workplace, and from any reprisal for the rejection and/or reporting of such behavior.
- 4.3** Copies of all Policies related to harassment, discrimination and/or bullying shall be provided to each new employee.

## **ARTICLE 5 - DUTY TO ACCOMMODATE**

- 5.1** The Employer and the Union recognize that from time-to-time individual workers may have special needs that require special accommodation within the workplace. The

parties acknowledge that this duty to accommodate applies equally to the Union and the Employer. The Employer and the Union thereby commit themselves to finding co-operative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation as defined under the *Ontario Human Rights Code*.

## **ARTICLE 6 - UNION SECURITY**

- 6.1** All employees shall, as a condition of continued employment, become and remain members in good standing of the Union.
- 6.2** a) It is agreed that all employees who are eligible to be in the bargaining unit, shall be required to pay an amount equal to the current monthly Union dues, so long as the Union is the recognized bargaining agent. It is further agreed that the Employer will deduct from the wages of each employee, commencing with their first pay, a sum equal to the current monthly dues and remit the money so deducted to the CUPE Local 4700 Treasurer not later than the 15<sup>th</sup> day of the month following, accompanied by a list of names showing from whom the deductions were made. In the event that the dues structure of the local changes, the union shall confirm the change to the employer in writing and the new sum shall be deducted from the employee's pay within two pay periods.
- b) Employees transferring to a non-union position as per Article 14.6 will pay union dues to Local 4700 for the duration of the six (6) month trial period.
- 6.3** The Employer agrees to insert the amount of union dues paid by each employee through payroll deduction on such employee's income tax (T-4) slip in each year.
- 6.4** The Chief Executive Officer or designate agrees to acquaint new employees in the bargaining unit with the fact that a collective agreement is in effect and to provide such employee with a copy of this collective agreement. The Employer shall allow the Union Steward twenty (20) minutes within five (5) days of the new employee being hired to provide the new member with additional CUPE information.
- 6.5** The Union agrees to indemnify and save the Employer harmless from any claims, actions, or causes of action arising out of the deduction of dues unless the error was made due to the Employer's negligence.

## **ARTICLE 7 - CORRESPONDENCE AND NOTICES**

- 7.1** All correspondence between the parties arising out of, or incidental to this collective agreement shall pass to and from the Chief Executive Officer, Haldimand-Norfolk Housing Corporation (or designate) Unit 2 - 25 Kent Street North, Simcoe, ON, N3Y 3S1, and the President of the CUPE Local 4700, with a copy to be sent to the CUPE National Representative assigned to Local 4700 at the CUPE Hamilton Area Office. Both parties agree to keep the other advised of the names and addresses of the appropriate officers as set out herein, from time to time as changes occur.

- 7.2** Each employee in the bargaining unit shall advise the Chief Executive Officer or designate, in writing of their current mailing address, including email address, and telephone number and shall be obligated to provide the Chief Executive Officer or designate with information as to any change of such address(es) or telephone number within forty-eight (48) hours of such change becoming effective. Any notice required to be given to an employee by the Employer under the terms of this Collective Agreement, and which cannot be so given, shall be sent by registered mail and/or courier to such employee's last address on record with the Employer.
- 7.3** By January 31<sup>st</sup> of each year, the Employer will provide the Union a list of all bargaining unit employees and their current classification and provided there is an employee consent to release on file, the Employer will also provide the Union with each bargaining unit employee's home address and telephone number(s) as per the Employer's current records.
- 7.4** The Union shall be notified of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment within the bargaining unit at the time such changes transpire.

## **ARTICLE 8 - NO STRIKES OR LOCKOUTS**

- 8.1** In view of the orderly procedure established herein for the processing of employee complaints and grievances, the Union agrees that there will be no strike or other collective action which may stop or interfere with the operations of the Employer and the Employer agrees that it will not cause or direct a lockout of its employees during the term of this collective agreement. The word "strike" and the word "lockout" shall be deemed to have the meaning given to them in the *Labour Relations Act*, as amended.

## **ARTICLE 9 - REPRESENTATION OF EMPLOYEES**

- 9.1** The Union agrees that there will be no union activity or solicitation for membership during regular working hours and that no meetings will be held on the Employer's premises except with the expressed written permission of the Chief Executive Officer or designate.
- 9.2** The Employer recognizes the right of the Union to select a Grievance Committee consisting of two (2) employees, one (1) of whom shall be the Steward. The Grievance Committee shall be entitled to meet with the Employer in respect to any matter properly arising under this collective agreement.
- 9.3** A Labour/Management Committee will be recognized, consisting of a maximum of two (2) representatives of the Union and a maximum of two (2) representatives of the Employer. The Committee will meet quarterly to discuss labour relations issues. At no time shall grievances be discussed. It is understood by the parties that the functions of the Labour/Management Committee shall not conflict with the role of the committees



set out in Articles 9.2 of this collective agreement. Labour/Management Committee agendas will be distributed to the parties at least three (3) business days in advance of the scheduled meeting. The parties shall agree mutually in the event a Labour/Management meeting is to be cancelled.

- 9.4** The Union acknowledges that the members of its Negotiating; Grievance, and Labour/Management Committees have their regular duties to perform on behalf of the Employer. Accordingly, it is understood and agreed that a member of any such committee shall not absent themselves from their work without first obtaining permission from their immediate non-union Supervisor.

The Employer agrees not to make any deductions from the pay of a member of the above-noted committees for time spent in; attending meetings which have been scheduled by the Employer, negotiating a renewal of this collective agreement, dealing with health and safety matters, and processing grievances up to but not including arbitration.

The Employer recognizes the right of the Union to select a Negotiating Committee of not more than two (2) employees. The President, CUPE Local 4700 and the CUPE National Representative shall also form part of this committee. The Employer recognizes that this committee shall be responsible for preparing and negotiating the renewal of the collective agreement.

- 9.5** The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees.

## **ARTICLE 10 - GRIEVANCE/MEDIATION**

- 10.1** No individual complaint may be considered to be a grievance until such time as the employee in question has discussed the complaint with the immediate Supervisor (non-union), or, in the event of a complaint by the Employer against an individual employee, until such time as such complaint has been discussed by such employee's immediate Supervisor (non-union) with the employee in question.

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this collective agreement by the Employer or the Union or any employee. No grievance shall be considered either by the Employer or the Union which has not been submitted in writing and filed with the party against which the grievance is made within ten (10) working days from the time when the circumstances giving rise to the grievance came to be known by or should reasonably have come to the attention of the grievor. Such grievance shall be in writing and shall contain a statement of the facts giving rise to the grievance or complaint and the article or subsection of this agreement that the grievance is based on.

Failing a satisfactory settlement of the complaint such complaint may, within a period of two (2) working days of the discussion as aforesaid, be reduced to writing and treated

as a grievance in the following manner:

**Step No. 1**

The employee and a representative of the Union, if the employee so desires it, shall take the matter up with the immediate Supervisor (non-union) who shall render a decision in writing within five (5) working days following the day on which the grievance is submitted. It is understood and agreed that the converse of the above procedure shall apply at each step in the event of a grievance between the Employer and an employee.

Failing settlement at this step, then:

**Step No. 2**

The employee involved and a representative of the Union, may, within ten (10) working days of the date of the receipt of the answer at Step No. 1 herein (or if no answer is received under Step No. 1, then within five (5) working days after the date on which the answer ought to have been received), refer such grievance to the Chief Executive Officer, or designate who shall give the reply in writing within five (5) working days of the receipt of such grievance:

Failing settlement at this Step, then:

- 10.2** The parties reserve the right to make application for Arbitration using Section 49 of the *Ontario Labour Relations Act* and should such right be exercised, agrees to inform the other party in accordance with the time limits specified above.
- 10.3** In the event that the grievance is not settled at Step No. 2 (above), the parties may mutually agree to refer the matter to mediation or the Union or the Employer may refer the grievance to arbitration as provided for in Article 11 of this collective agreement.
- 10.4** The time limits provided for in the grievance/arbitration procedure may be extended with the mutual, written consent of the parties.

**10.5 TYPES OF GRIEVANCES**

**Individual Grievance:** Where there is a dispute involving a question of general application, interpretation, or administration of the collective agreement, concerning an individual employee. Such grievance shall commence at Step No. 1 of the grievance procedure.

**Policy Grievance:** Where there is a dispute involving a question of the general application or interpretation of this collective agreement, or the Union or the Employer has a grievance, the one against the other, such grievance shall commence at Step No. 2 of the grievance procedure.

**Group Grievance:** Where there is a dispute involving a question of general application, interpretation, or administration of the collective agreement, concerning a group of employees, such grievance shall commence at Step No. 2 of the grievance procedure.

**Discharge Grievance:** Where an employee is discharged, the grievance shall commence at Step No. 2 of the grievance procedure.

- 10.6** The replies to grievances stating reasons shall be in writing at all steps.
- 10.7** Any mutually agreed change(s) to the collective agreement shall be in writing and shall form part of this agreement upon ratification by the membership of the Union and the Employer and are then subject to the grievance and arbitration procedures herein.
- 10.8** No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this agreement save only that, if at any step of this grievance procedure the Employer or the Union does not give its answer within the allowed time limit, the grievance may be carried to the next step within the appropriate time, which will start to run from the expiration of the allotted time within which the answer should have been given. If the grievance is not processed within any of the time limits specified it shall be deemed to be abandoned.
- 10.9** Prior to a grievance being forwarded to arbitration it shall be forwarded to a grievance mediation process provided both parties are in agreement. All costs associated with securing the services of a grievance Mediator shall be borne equally between the Employer and the Union.

## **ARTICLE 11 - ARBITRATION**

- 11.1** When the Employer or the Union decides that a grievance is to be submitted to arbitration, including any question as to the arbitrability of same, notification shall be given in writing to the party opposite in interest within one (1) calendar month of the reply at Step No. 2. Such notification shall be submitted by registered mail in accordance with Article 7.1 and shall indicate the name and address of the referring party's nominee to the Board of Arbitration. The recipient of such notice shall within ten (10) working days thereafter inform the other of the name and address of its nominee to the Board and the two nominees shall, within ten (10) working days of the appointment of the second attempt to select a third member who shall act as Chair.
- 11.2** If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair within the time limits as aforesaid, the appointment shall be made by the Ontario Ministry of Labour upon the request of either party. It is understood and agreed however, that the appointees of the parties to the Board of Arbitration may extend the time limit during which the selection of a Chair and third member of the said Board can be made for a further period of ten (10) working days without the consent of their nominators.

- 11.3** The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference or allegation and shall issue a decision and, subject only to the provisions of this collective agreement, such decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board and if there is no majority, the decision of the Chair shall govern.
- 11.4** The Arbitration Board shall not have authority to alter or change any of the provisions of this collective agreement, or to substitute any new provisions in lieu thereof, or to give any decision contrary to the express intent or terms or conditions of this collective agreement, or in any way modify, add to or detract from any of the provisions of this collective agreement.
- 11.5** The parties to this collective agreement shall pay the fees and disbursements of their respective appointees to a Board of Arbitration and shall share equally in the fees and disbursements of the Chair. The parties further agree that, in the event of any cancellation fees being levied by the Board of Arbitration members, the party responsible for such cancellation shall be solely responsible for all such fees.
- 11.6** No person who has assisted in the negotiation of this collective agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- 11.7** The Employer and the Union may, by mutual agreement, in writing, substitute a sole Arbitrator for the Board of Arbitration herein and the sole Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

## **ARTICLE 12 - DISCIPLINARY ACTION AND WARNINGS**

### **12.1 INVESTIGATION/DISCIPLINE MEETINGS**

When a meeting is called by management that is investigative or disciplinary in nature the employee shall have the right to union representation. Management will provide one full working day notice of an investigative or disciplinary meeting in order that the employee can arrange for appropriate Union representation, if they so desire.

### **12.2 DISCIPLINE, SUSPENSION OR DISCHARGE**

- a) In the event that the Employer initiates disciplinary action against an employee who has completed the probationary period as set out in Article 14.2, and which results in the discipline, suspension or discharge of such employee, such disciplinary action shall be confirmed in writing by letter to the employee involved, setting forth the action taken, and the penalty imposed. The employee shall have the right to Union representation if they so desire at such disciplinary meeting. In cases where the discipline is not suspension or discharge, the employee may be represented by the Union Steward at such disciplinary meeting. The Union President and CUPE National Representative shall receive a copy of the letter of

discipline.

- b) A claim by an employee, who has completed the probationary period, of suspension, discharge, or other discipline without just cause shall be treated as a grievance, if a written statement of such grievance is lodged with the Employer at Step 2 within five (5) working days of such suspension, discharge or discipline.
- c) In the case of suspension or discharge such grievance may be settled by confirming the Employer's action or by reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, if the matter is submitted to arbitration.

**12.3** Whenever the Employer deems it necessary to reprimand an employee, the Employer shall, at the time that the discipline is given, outline in writing to the employee the factors warranting the discipline.

**12.4 a) Disciplinary Actions and Warnings**

Where the Employer finds it necessary to place against the record of an employee a confirmation of a verbal warning or written disciplinary warning, a copy of such warning signed by the CEO or designate shall be furnished to the employee with a copy delivered to the president of the Local Union or designate and a copy delivered to the CUPE Office in Hamilton at the time of the written warning is given.

The employee, if such employee so desires, may reply to a written disciplinary warning in writing. The written reply from the employee, shall be done in consultation with the Union. The employee's reply is to be placed on the file with the written disciplinary warning.

- b) The record of an employee shall not be used against such employee at any time after eighteen (18) months following a suspension or disciplinary action, including confirmation of a verbal warning, letters of reprimand or any adverse reports, providing another warning or reprimand relating to the same or similar offense has not been given within that period. Where warnings or reprimands relating to the same or similar offence have not been issued within the past eighteen (18) months the written disciplinary warning or adverse report will be removed from the employee's file.
- c) **Access to File**  
Each employee shall have reasonable access, to their personnel, medical and WSIB files for the purpose of reviewing the information contained therein, within ten (10) working days from the written request in the presence of the Chief Executive Officer or designate. An employee has the right to request copies of any item in this file.

Where the employee gives written consent to the Employer, a representative of the Union may accompany the employee when they review/access their various files.

## **ARTICLE 13 - DEFINITIONS**

- 13.1** "Days" as used in this collective agreement shall mean calendar days, and "working days" shall mean days upon which the offices of the Employer are open for the transaction of business.
- 13.2** A "half-day" as used in this collective agreement, shall mean one-half (1/2) of the hours in a normal work day as set out in Article 23.1 (a) or (b).
- 13.3** A "quarter-day" as used in this collective agreement shall mean one-quarter (1/4) of the hours in a normal work day as set out in Article 23.1 (a) or (b).
- 13.4** Whenever the singular, masculine or feminine is used in this collective agreement, it shall be considered as if the plural, feminine or masculine has been used if the context so requires.
- 13.5** "Sickness" shall refer to a period of time during which an employee is ill and includes incapacity due to a non-work-related accident.
- 13.6** "Probation" for full-time employees shall be deemed to refer to a three (3) month period of observation and assessment and for part-time employees for the first four hundred (400) hours worked as a newly hired employee, subject to Article 14.2.
- In the case of an employee being transferred or promoted, such Employee shall be placed on a trial period. In the case of transfer or promotion, Article 14.7 shall apply, and Article 14.2 shall not apply.
- 13.7** "Temporary Employees" shall refer to an employee who has been hired for a specific term or task who has not held a permanent position within this bargaining unit.
- 13.8** "Efficiency" shall be defined as having the proven ability to be productive with minimum waste or effort.
- 13.9** "Capability" shall be defined as: having the ability or fitness for, being able, and competent.
- 13.10** "Orientation" shall be defined as a five (5) shift introduction to acquaint and familiarize the employee to the job.
- 13.11** For the purposes of 27.3 an "actively employed employee" shall be defined as employees whose benefit premiums were paid by the Employer at the time of the employee's death.

**13.12** "Trial Period" for full-time employees shall be deemed to refer to a three (3) month period of observation and assessment, and for part-time employees shall refer to the first four hundred (400) hours worked. In the case of transfer or promotion, subject to Article 14.7.

## **ARTICLE 14 - SENIORITY**

**14.1** a) The seniority and service dates of employees which have been assumed by the Haldimand-Norfolk Housing Corporation and come within the jurisdiction of this collective agreement will be placed in their rightful chronological position on a list of employees on a bargaining unit wide basis.

b) Subject to (a) above, seniority for full-time employees is defined as the length of service in the bargaining unit.

c) Subject to (a) above, service for full-time employees is defined as the length of service with the Employer.

d) Part-time employees shall have their bargaining unit seniority recorded by hours worked from the date of employment or transfer into the part-time position.

When two (2) employees have the same seniority date then the last three numbers of the employee's social insurance number shall be used to determine order, with the lowest number being given the higher placing on the seniority list.

e) Part-time employees transferring into a full-time position will translate their seniority to an equivalent start date at the time of transfer by calculating 1820 hours equals one (1) year of seniority if they are transferring to a position of thirty-five (35) hours per week.

f) Full-time Employees transferring into a part-time position will translate their seniority to an equivalent number of hours at the time of transfer by calculating one (1) year of seniority equals 1820 hours if they are transferring from a position in which the normal full-time hours are thirty-five (35) hours per week.

**14.2** A newly hired full-time employee shall be on probation for a period of three (3) months from the date of hire.

During such probationary period such employee shall not have the right to resort to the grievance and arbitration procedures herein in respect to discharge, suspension or discipline. During the probationary period for the newly hired full-time employee, the following provisions shall apply as written:

a) **Statutory Holidays:** public holiday pay shall be calculated as per the *Employment Standard Act*, as amended.

- b) **Benefit Provisions:** Benefit provisions of this collective agreement shall not apply until the Employer is able to comply with the enrolment provisions of such benefit plans;
- c) **Seniority:** Upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and the employee's seniority shall be back dated to the original date of employment for full-time employees and original hour of employment for part-time employees.

It is understood and agreed that the probationary period provided for herein may be extended by mutual agreement, in writing, between the parties.

**14.3** A newly hired part-time employee shall be on probation for the first four hundred (400) hours worked. During such probationary period such employee shall not have the right to resort to the grievance and arbitration procedures herein in respect of discharge, suspension or discipline. During the probationary period for the newly hired part-time employee, the following provisions shall apply as written:

- a) **Statutory Holidays:** public holiday pay shall be calculated as per the *Employment Standard Act*, as amended.
- b) **Seniority:** upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and the employee's seniority shall be backdated to the original date of employment to a bargaining unit position.

It is understood and agreed that the probation period provided for herein may be extended by mutual agreement, in writing, between the parties.

- 14.4**
- a) Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff of up to twenty-four (24) months in duration, leave of absence approved by the Employer, or, when in receipt of Workplace Safety and Insurance Board benefits.
  - b) An employee's seniority and other rights under this collective agreement and employment will be deemed terminated in the event that such employee:
    - i) is discharged for just cause and is not reinstated;
    - ii) resigns;
    - iii) is absent from work without notifying the Employer, unless such notice was not reasonably possible or on repeated occasions without reasonable cause.
    - iv) fails to return to work promptly after the expiration of any leave of absence,



unless excused in writing by the Chief Executive Officer;

- v) fails to return to work within seven (7) days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause it shall be the responsibility of the employee to keep the Employer informed of a current address where a notice will be received promptly;
  - vi) is laid off or is absent due to sickness or accident for a period longer than twenty-four (24) months, except that such employee shall retain any rights which such employee then has in use under the Long-Term Disability coverage provided such loss of seniority does not violate the *Ontario Human Rights Code*.
  - vii) an employee resigning from the employ of the Employer is encouraged to do so in writing. No resignation shall be accepted officially until two (2) working days have elapsed from the time of the submission of the resignation, at which time it shall become final. Wherever possible, such written notice or resignation shall provide for at least two (2) weeks' notice.
- c) Subject to (a) above, service for full-time employees is defined as the length of service with the Employer.
- 14.5** a) An employee transferred to a permanent full-time position outside of the bargaining unit shall retain seniority accumulated in the bargaining unit up to the time of transfer out of the bargaining unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to their former position within the bargaining unit within six (6) months of the transfer. The Employer will fill the vacancy created by the transfer with a temporary employee (who may be from the bargaining unit). If the transferred employee returns to the bargaining unit within the six (6) month period, they will assume the position held at the time of the transfer and the temporary employee will be returned to their former position. If said temporary employee is a newly hired employee, such temporary employee will be laid off. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which they are qualified.
- b) An employee transferred to a non-union temporary position of less than twelve (12) months in duration shall continue to accumulate seniority within the bargaining unit and shall have the right to return to their former position within the bargaining unit upon completion of the temporary position. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which they are qualified. During the tenure of the temporary position such employee will continue to pay union dues as per Article 6.2 and will continue to have all the rights and benefits of the collective agreement.

- c) No employee shall be transferred to a position outside the bargaining unit without such employee's consent.

**14.6** In all cases of filling job vacancies from within the bargaining unit, or a decrease or an increase in the work force, or a transfer within the bargaining unit as a result of a decrease in the working forces or a recall to work following a layoff, the following factors shall be considered:

- a) the knowledge, efficiency and the capability to perform the work in question;
- b) the seniority of the employee's involved.

When the factors in (a) are relatively equal, between two (2) or more employees, factor: (b) shall govern.

It is understood and agreed that in cases where vacancies are filled in accordance with the provision of Article 5 ("Duty to Accommodate"), this article does not apply.

- 14.7**
- a) An employee who makes successful application for a posted full-time job shall be placed on a trial period for three (3) months. An employee who makes successful application for a posted part-time job shall be placed on a trial period for the first four hundred (400) hours worked. Conditional on satisfactory service, the employee shall be confirmed in the position at the end of this trial period.
  - b) In the event that a successful applicant proves to be unsatisfactory in the position during such trial period, or if the employee is unable to perform the duties of the new job, such employee shall be returned to the former position without loss of seniority and paid at the rate of the job to which such employee is returned. Any other employee who has changed positions as a result of the original transfer shall be returned to their former position, without loss of seniority, at the rate of the job to which the employee is returned.
  - c) Within the trial period, the employee may voluntarily return to the position formerly occupied, without loss of seniority.

**14.8** Subject only to the provisions of Article 14.6, the least senior employee in the effected position shall be laid off.

**14.9** No new employees will be hired until employees on layoff who are qualified and able to do the work in question have been recalled as per Article 14.6.

**14.10** Should the Haldimand-Norfolk Housing Corporation merge, amalgamate or combine any operations or functions with another Municipal Employer, or delegate any operations or functions to another Municipal Employer, the Haldimand-Norfolk Housing Corporation will endeavour to arrange, where practical, for the retention of seniority rights and

salary levels for each employee of the Haldimand-Norfolk Housing Corporation who may become an employee of such Municipal Employer. This shall be done in consultation with the Union.

- 14.11** The Employer agrees to maintain a seniority list showing the department in which each employee in the bargaining unit is currently employed, the date upon which each employee was hired and the correct seniority date, if different from the hire date.

The Employer agrees to post an updated seniority list on all bulletin boards in January of each year. A copy of the seniority list shall be sent to the Local President.

Seniority as posted will be deemed to be final and binding and not subject to complaint or grievance unless such complaint is made within sixty (60) calendar days from the date of the current posting being placed upon the bulletin boards.

The above will only apply to permanent employees who have completed their probationary period.

#### **14.12 JOB-SHARING**

- 1) The parties agree that job-sharing can occur where there is a written agreement between the employees who wish to job-share, the Employer, and the Union.
- 2) It is agreed that job-sharing results from two employees or one employee and one prospective candidate sharing a full-time position, and as such the position shall continue to be identified as a full-time position.
- 3) Employees do not need to have the same classification level in order to job-share. However, in cases where the employees do not share the same classification level, it will be the position and classification level of the employee proposing the job-sharing that will apply. Any employee interested in the second half of the job-sharing arrangement must meet the required qualifications of the job, pursuant to Article 14.6. If no employee is interested in or qualified for the second half of the job-sharing arrangement, it will be subject to the normal job posting procedure as a job-sharing opportunity.
- 4) Job-sharing will be on the basis of equal sharing of the number of hours of work in a pay period for the position.
- 5) Employees in a job-sharing arrangement shall maintain their full rights under the collective agreement except that entitlement to salary and benefits shall be pro-rated.
- 6) In the event that one employee in the job-sharing arrangement leaves that arrangement on a permanent basis, the remaining employee would first be offered the opportunity to assume the position on a full-time basis. If the remaining

employee declines the full-time opportunity, the vacant portion of the job-sharing arrangement shall be posted as a job-sharing vacancy subject to the provisions of the collective agreement. However, if both employees in the job-sharing arrangement leave that arrangement concurrently, the position will be posted as full-time, unless the employer determines that the position is no longer required.

## **ARTICLE 15 - JOB POSTINGS**

**15.1** Whenever the Employer wishes to establish a new job classification, the procedures as set out in Section 1.4 of the Job Evaluation Maintenance Manual shall apply.

When a bargaining unit vacancy of a permanent or temporary nature occurs or a new bargaining unit vacancy is created, the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five (5) working days. If possible, positions shall be posted internally within one (1) week of such vacancy or availability. During the posting period, qualified employees may make written application to the Chief Executive Officer for the posted position.

When a non-bargaining unit vacancy occurs, such vacancy will be posted on a courtesy basis and the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five (5) working days.

This Article does not apply for positions that are filled in accordance with the provisions of Article 5 ("Duty to Accommodate").

The process of having concurrent job postings and outside advertisement of bargaining unit positions is acceptable, provided the Union has given its written agreement.

**15.2** Such notice shall contain the following information:

- nature of position
- qualifications
- status of position
- knowledge
- education
- skills required for the job
- salary range applicable to the job posted

**15.3** The parties hereto recognize the principle of promotion from within the service of the Employer and accordingly, it is agreed that no external candidates for bargaining unit positions will be considered until such time as all qualified bargaining unit applicants have been considered and a decision on the disposition of their application has been rendered and the bargaining unit applicants have been notified.

**15.4** In appointing an employee to a posted position, the factors as set forth in Article 14.6 shall be considered.

- 15.5** The Employer will notify the successful applicant, in writing, of selection for the posted position as soon as practicable, and no later than five (5) business days, of the decision being made.
- 15.6** The Employer will post the name of the successful applicant on all bulletin boards within seven (7) days of the employee accepting the job.
- 15.7** When the Employer decides not to fill a vacancy or a posted vacancy, after the vacancy has been posted, the Union shall be notified in writing by the Chief Executive Officer or their designate addressed to the Secretary of the Union, explaining the reasons for the postponement, withdrawal, or non-posting.
- 15.8** The unionized job applicant having worked in the same posted position on a temporary basis and having carried out the primary duties and responsibilities successfully shall have such related experience considered equivalent to the educational requirements of the position.
- 15.9** Temporary vacancies of bargaining unit positions which are less than three (3) months in duration, shall not be subject to the requirements of Article 15.1 but shall be subject to the vacancy being processed by the Haldimand-Norfolk Housing Corporation with a copy of all decisions and reasons for the nature of filling the vacancy to the Secretary-Treasurer of CUPE Local 4700.
- 15.10** Temporary vacancies of bargaining unit positions which are greater than three (3) months in duration shall be subject to Article 15.9 provided it is mutually agreed to in writing between the parties. It is further understood that such agreement will only be considered provided that the nature of the vacancy is created because of a bargaining unit employee receiving an authorized leave of absence because of sick leave, WSIB, or pregnancy/adoption/ parental leave or in other extenuating circumstances as agreed to by the parties.
- 15.11** a) Any bargaining unit employee who is filling a temporary vacancy, is not eligible to apply for any other temporary vacancy until having completed the full term of the current temporary position.
- b) Part-time bargaining unit employees filling a temporary vacancy shall be eligible to apply for permanent full-time vacancies.
- 15.12** Permanent part-time employees filling a temporary full-time vacancy shall continue to receive a percentage in lieu of benefits, part-time vacation entitlement, and have their bargaining unit seniority recorded by hours worked for the duration of the full-time vacancy.

## **ARTICLE 16 - LAYOFF AND RECALLS**

### **16.1 LAYOFF AND RECALL**

Where an employee is to be laid off by reason of shortage of work or funds, or the abolition of a position, or other material change in the organization, the following procedure will apply:

- i) the Employer will identify the least senior employee in a position within the Haldimand-Norfolk Housing Corporation to be laid off, based on the seniority in effect as of that date within the Haldimand-Norfolk Housing Corporation. The employee concerned shall receive notice in accordance to the *Ontario Employment Standards Act*, which includes the following quoted Sub-Section 1 of Section 57 pertaining to layoff or termination of more than thirteen (13) weeks in any period of twenty (20) weeks:
  - a) one (1) weeks notice in writing to the employee if his or her period of employment is less than one (1) year;
  - b) two (2) weeks notice in writing to the employee if his or her period of employment is one (1) year or more but less than three (3) years;
  - c) three (3) weeks notice in writing to the employee if his or her period of employment is three (3) years or more but less than four (4) years.
  - d) four (4) weeks notice in writing to the employee if his or her period of employment is four (4) years or more but less than five (5) years;
  - e) five (5) weeks notice in writing to the employee if his or her period of employment is five (5) years or more but less than six (6) years;
  - f) six (6) weeks notice in writing to the employee if his or her period of employment is six (6) years or more but less than seven (7) years;
  - g) seven (7) weeks notice in writing to the employee if his or her period of employment is seven (7) years or more but less than eight (8) years;
  - h) eight (8) weeks notice in writing to the employee if his or her period of employment is eight (8) years or more, and such notice has expired.

- 16.2** For the purposes of a layoff and recall to work following a layoff, temporary employees shall be laid off first. Thereafter, employees shall be laid off in reverse order of seniority, that is to say, employees with the least seniority shall be laid off first and called back to work last.

- 16.3** An employee about to be laid off may displace any employee with less seniority, as identified in Article 14.6, providing the employee exercising the right possesses the necessary qualifications and is able to perform the duties without training other than orientation.

The employee's intent to exercise the right to displace must be made no later than ten (10) working days after the employee receives notification of the layoff.

- 16.4** The Chief Executive Officer or designate shall determine if an employee possesses the qualifications necessary as outlined in Article 14.6.

- 16.5** An employee who so displaces another employee will be credited with full seniority for the purposes of advancement on the salary grid, if applicable.

The employee shall be placed at the step on the salary grid, which is equivalent, or closest in value to the rate being paid prior to the initial layoff. Employees shall not receive a decrease in pay, except when the employee bumps into a lower classification.

The employee will be subject to a two (2) month trial in the new classification. Such period may be extended to a maximum of three (3) months with the mutual agreement of the parties.

- 16.6** Two (2) performance assessments of the employee's work will be done before the completion of the trial period. One (1) written assessment will be completed at approximately the four (4) week point of the trial period and the second written assessment will be completed prior to the conclusion of the trial. The original assessments will be retained in the employee's file, with a copy provided to the employee.

- 16.7** Employees on layoff who remain on the seniority list are entitled to apply for any job posting arising out of a job vacancy.

- 16.8** The Employer agrees that employees laid off for periods of less than twelve (12) months shall have the right to maintain in force the Extended Health Care Plan and Dental Plan as long as the employee does not attain employment outside of this Employer, by making payment to the Employer of the premium costs of same, it being understood that the Employer shall, in such event, remit the premiums as aforesaid to the insuring agencies on behalf of any employee so affected. It is further understood that any obligation on the part of the Employer to make payment of such premiums on behalf of employees or pursuant to this clause, shall cease at the expiration of the twelve (12) month period as aforesaid.

- 16.9** It is recognized that the Employer shall at all times be entitled to retain a work force having the ability to do the work assigned to it. Accordingly, in layoff and recall to work following a layoff, the procedure set forth in Article 14. 6 shall apply.

- 16.10** Any Grievance concerning a layoff or a recall to work following a layoff shall be initiated at Step No. 2 of the Grievance Procedure.

## **ARTICLE 17 - BULLETIN BOARD(S)**

- 17.1** The Employer shall provide space on the bulletin boards at its main office and any satellite office(s) where bargaining unit members are employed.

It is agreed that the Employer will post all internal job postings on the bulletin board(s) and the Employer further agrees to forward, by its internal mail system, a copy of job postings to its employees, it being understood that the failure of such employees to receive a notice mailed to them under the term of this Article 17.1 shall not form the subject matter of a grievance.

## **ARTICLE 18 - LEAVES OF ABSENCE**

### **18.1 UNION FUNCTIONS**

The Employer shall grant leave of absence without pay and without loss of accumulation of seniority for employees to attend Union conventions, seminars or education functions subject to:

- a) the Union must give written notice of at least one (1) calendar month, if possible, in advance of the potential leave;
- b) the maximum total for such leave for this bargaining unit shall be ten (10) working days per calendar year, of which up to five (5) days may be utilized by the Union President or designate for the purposes of conducting Union business

### **18.2 CAMPAIGNING FOR PUBLIC OFFICE**

The Employer recognizes the right of employees to participate in public affairs. Therefore at the time of the issuance of the writ for election, the Employer will grant full-time leave of absence without pay and without loss of accumulation of seniority to an employee who is a candidate in a Federal, Provincial or Municipal election with the understanding that an employee running for public office must take leave from work.

### **18.3 UNION OFFICE**

- a) An employee who is elected for a full-time position with the Union or anybody with which the Union is affiliated shall be granted leave of absence without pay and without loss of accumulation of seniority for the term of such office. Such leave may be renewed for a subsequent term upon request made during such term of office.
- b) Such employee shall be entitled to return to the former position at the expiration



of the period or to another position in accordance with Article 16.3 herein if the former position is not available.

#### **18.4 PATERNITY LEAVE**

An employee will be granted three (3) working days leave of absence with pay, for the purpose of paternity leave. Such three (3) days leave of absence can be taken in part or in whole but in no case, shall such leave extend past the third (3<sup>rd</sup>) day after the mother and child have returned home.

#### **18.5 VOTING LEAVE**

An Employee shall be entitled to three (3) consecutive hours for the purpose of voting at any provincial or municipal election or referendum and four (4) consecutive hours for any federal election. If the normal hours of employment do not allow this, such additional time shall be given at the convenience of the Employer, as may be necessary to provide such hours while the polls are open. The employee shall suffer no loss of pay for such absence.

#### **18.6 COURT APPEARANCES**

In the event an employee is accused of an offence that requires a court appearance, such employee shall be given an automatic leave of absence without loss of seniority but without pay. In the event that the accused employee is jailed awaiting a court appearance, such employee shall be given an automatic leave of absence. Such employee shall not be paid and shall not accumulate seniority during such leave. Should an employee have a driver's license suspended and the work in such employee's classification requires driving a vehicle, such employee will be transferred to an equal or lower paying job that such employee is qualified to perform if there is such work available and required to be performed. If no such work is available and required, such employee shall be laid off, within the provisions of Article 16, until the earlier of qualifying to drive a vehicle, or until making satisfactory alternative arrangements for transportation as may be required in the job of such employee, or the expiry of recall rights pursuant to Article 16. During such layoff the employee will not accumulate further seniority. Further offences may result in disciplinary action up to and including discharge.

#### **18.7 SPECIAL OR COMPASSIONATE LEAVE**

Leave of absence without pay and without loss of seniority may be granted to an employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Employer for a period of up to one (1) continuous year with the approval of the Chief Executive Officer.

Application for leave under this section should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of

emergency when as much notice as possible should be given. The Chief Executive Officer may grant extensions to the leave of absence due to extenuating circumstances.

## **18.8 JURY AND WITNESS DUTY**

An employee called for jury duty or as a subpoenaed witness shall advise the immediate non-union Supervisor and shall be paid by the Employer at such employee's basic rate for all such time spent, and such employee shall turn over to the Employer the full amount of the payment received for such jury or subpoenaed witness duty, exclusive of travel, meal, and other expenses for which such employee is reimbursed.

Once leave has commenced, the employee must keep the Employer advised of any days or period of time that the employee is not required to attend court, or any other hearing covered under this article, once the leave has been granted, to determine any assignment of work for that particular day/period.

## **18.9 BEREAVEMENT LEAVE**

- a) Full-time and part-time employees will be granted five (5) consecutive working days compassionate leave without loss of wages upon the death of the employee's \*spouse or child. Such leave shall be completed by the end of the fifth (5<sup>th</sup>) working day following the funeral.
- b) Full-time and part-time employees will be granted three (3) consecutive working days compassionate without loss of wages leave upon the death of an employee's legal ward, sibling, parent, \*parent-in-law, grandparent, \*spouse's grandparent, \*child-in-law, or grandchild. Such leave shall be completed by the end of the third (3<sup>rd</sup>) working day following the funeral.

Full-time and part-time employees will be granted three (3) consecutive working days compassionate leave without loss of wages upon the death of an employee's (not their spouse's/partner's) \*sibling-in-law, aunt, or uncle. Such leave shall be completed by the end of the third (3<sup>rd</sup>) working day following the funeral.

The following definition of spouse will be used to determine the entitlement of employees who are in "common-law" relationships to compassionate leave in the event of the death of any of the individuals listed above.

"Spouse" shall be defined as an individual with whom the employee is not married, but has co-habitated, and is deemed to include a common-law spouse and a partner of the same sex:

- i) continuously for a period of not less than one (1) year, or;
- ii) in a relationship of some permanence if they are the natural or adoptive parents of a child.

- c) Full-time and part-time employees will be granted two (2) consecutive working days compassionate leave without loss of wages on the death of an employee's (not their spouse's/partner's), niece or nephew. Such leave shall be completed by the end of the second (2<sup>nd</sup>) working day following the funeral.
- d) Full-time employees will be granted one-half (1/2) day's leave without loss of wages to attend the funeral of a fellow employee of the Haldimand-Norfolk Housing Corporation with whom the employee worked on a regular basis.
- e) In the event that there is to be a Celebration of Life to be held at a later date, the employee shall be entitled to bank one of their bereavement days for the purposes of attending the Celebration of Life. The employee shall advise the Employer at the time of taking the bereavement leave.

*\*Note: In order to be eligible for bereavement leave, these relationships must be current.*

#### **18.10 PREPAID LEAVE PLAN - FULL-TIME EMPLOYEES ONLY**

- a) The plan is available to employees wishing to spend four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- b) The employee must make written application to the Chief Executive Officer at least six (6) months prior to the intended commencement date of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- c) The year for the purposes of the program shall be September 1<sup>st</sup> of one year to August 31<sup>st</sup> of the following year or such other twelve (12) month period as may be agreed upon by the employee and the Employer. There shall be a maximum of one (1) employee off at any one time.
- d) Written applications will be reviewed by the CEO for leaves requested and will be considered on the basis of seniority.
- e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- f) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at

the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.

- h) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will not accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Ontario Municipal Employees Retirement System will be in accordance with the plan. The employee will not be able to participate in the disability income plan during the year of the leave.
- i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the appropriate CEO. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out within a reasonable period of time.
- l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- m) Final approval for entry into the prepaid leave plan program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the employee's pay. Such agreement will include:
  - i) A statement that the employee is entering the prepaid leave program in accordance with Article 18.10 of the collective agreement.
  - ii) The period of salary deferral and period for which the leave is requested.
  - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the prepaid

leave program will be appended to and form part of the written agreement.

#### **18.11 CANADIAN CITIZENSHIP LEAVE**

An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay to attend a formal hearing to become a Canadian Citizen.

#### **18.12 PREGNANCY/PARENTAL LEAVE**

An employee shall qualify for pregnancy/parental leave in accordance with *The Employment Standards Act of Ontario*.

#### **18.13 MILITARY LEAVE**

An employee who is absent for military service, as defined under the Reservist Leave entitlement by the *Employment Standards Act*, as amended, shall be granted by the Employer a leave of absence without pay or benefits and without loss of seniority for their term of military service.

It is further understood that an employee requesting a Military Leave must supply an official document confirming deployment date(s).

The Employer shall advise the Union in writing of any bargaining unit employee granted a Reservist Leave.

### **ARTICLE 19 - MAJOR CHANGE IN WORK METHODS**

**19.1** When a technological change is to be made which will or may bring about the layoff of an employee or which will adversely affect their wage rate, the Employer agrees the Labour/Management Committee will meet with the Employer to discuss its implications before implementation. If agreement is not reached, the matter may be subject to a grievance or arbitration.

**19.2** a) In the event that the Employer introduces new work methods or equipment which require new or greater skills than those possessed by persons employed in any operations or jobs so affected, the Employer agrees to meet with the Labour/Management Committee to discuss on-the-job training or after-hours training or study courses which will be arranged for such employees. It is understood that the Employer shall only be obliged to pay for time spent during normal working hours engaged in any such on-the-job training program and that the Employer is entitled to select the employee or employees eligible for such program from among the employees so affected by the change in work methods or introduction of new equipment.

Where there are no employees having the requisite experience, capacity and academic background to receive such training then, and in such case, the

Employer may hire a new employee or employees for the work in question. The Employer shall reimburse the designated employee or employees only upon receiving a passing grade on the completion of any such required training program or study course for the cost of tuition and textbooks but not for time which may be spent outside of normal working hours engaged in such program.

- b) The Employer will reimburse an employee in accordance with employer policy for approved costs incurred by an employee, in taking a night school course or correspondence course that has been approved by the Employer. Approved costs include tuition fees and the cost of textbooks and are payable upon receiving a passing grade upon completion of the course. If an employee's application for approval is denied, the employee shall be given the reason in writing.

- 19.3** An employee who is assigned to perform the normal duties of a higher paying classification for one (1) day or more shall be paid the rate of pay next higher in the salary range for the assigned position for all such consecutive work performed.

Such payments shall not extend to an employee while undergoing training on the higher rated job. Upon promotion to a higher rated position, an incumbent shall move to an increment level in the higher rated position that guarantees a five percent (5%) increase over their pre-promotion rate, but not to exceed the job rate of the higher rated position.

- 19.4** An employee who is assigned to a position paying a lower rate of pay shall continue to be paid at their rate, unless such reduction takes place under Article 14.6. For the purposes of this collective agreement, an "assignment" shall be deemed to be a temporary transfer.

- 19.5** The Employer will endeavour to provide equal opportunity to full-time employees to attend approved courses in accordance with Article 19.2.

## **ARTICLE 20 - GENERAL**

- 20.1**
- a) The Union will keep the Employer informed in writing, of the names and addresses of all of its officers, stewards and committee members.
  - b) The Employer will keep the Union informed, in writing, of the names of any Supervisory staff who are concerned with the administration of this collective agreement.

### **20.2 TRAVEL**

The Employer shall reimburse an employee for distance driven by the employee in the employee's own vehicle while conducting Haldimand-Norfolk Housing Corporation business authorized by the employee's immediate non-union Supervisor, up to \$0.61/km or HNHC policy, whichever is greater.

**20.3** This collective agreement constitutes the entire collective agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral.

**20.4 JOB SECURITY**

Employees who have seniority as of the signing of the collective agreement shall not lose their jobs as a direct result of the contracting out, after that date, of any of the services of the Employer.

**20.5 PRINTING OF AGREEMENT**

The Employer shall arrange for the preparation and distribution of sufficient copies of this collective agreement within thirty (30) calendar days of signing. The cost associated with the printing of the collective agreement shall be shared equally by the parties.

**ARTICLE 21 - WAGES AND SALARIES**

**21.1** Attached to this collective agreement and forming an integral part thereof shall be Schedule "A ", setting forth wage rates, classifications, job numbers and job titles.

**21.2** For the same period of time, an employee shall not receive payments under more than one provision of this collective agreement except for shift premium and overtime.

If an employee works on a Statutory Holiday, he or she shall receive payment of time and one half (1 ½ X) for hours actually worked in addition to receiving his or her holiday pay.

**21.3** For hours worked up to and including the second Friday, an employee shall be paid by 3:00 p.m. on the Thursday following the pay period of every second (2<sup>nd</sup>) week. Effective January 1, 2017, on each payday each employee shall be provided with an electronic itemized statement of wages and deductions.

**21.4 OUT-OF-SCHEDULE RATES**

No other method shall be used for the determination of wage or salary of any position coming within the jurisdiction of this collective agreement, except out-of-schedule rates determined by the Employer.

In the event an out-of-schedule rate for a job is introduced by the Employer, Local 4700 shall be notified and it shall continue in effect until the Employer decides that the conditions which gave rise to it no longer exists. At that time the rate for the job shall be the evaluated rate, but any employee who was being paid the out-of-schedule rate shall continue to be paid the equivalent of the out-of-schedule rate, while working in the job for a period of twelve (12) months following the Employer's termination of the out-

of-schedule rate. All employees to whom this clause is applicable shall be notified accordingly, including new employees hired during the twelve (12) month period, of the evaluated rate for the job classification.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

- 22.1** The Employer and the Union acknowledge their responsibilities to promote a safe and healthy working environment for all employees.
- 22.2** The Employer and the Union shall cooperate in the training required to ensure employees understand and practice safe work habits.
- 22.3** A Joint Occupational Health and Safety Committee shall be formed comprised of two members (one union and one non-union), to deal with related matters.
- 22.4** The Employer shall provide protective equipment, as is necessary, and such equipment is to be worn by all employees as required or directed.
- 22.5** The Union and the Employer agree that the minimum standards acceptable for Health and Safety are those established in the *Occupational Health and Safety Act*, as amended from time to time.
- 22.6** The Employer shall provide Residential Maintenance Workers with a uniform allowance of \$250.00 per calendar year towards purchasing safety boots and work attire. The employee shall provide the employer with a receipt for the purpose of reimbursement of the allowance.

## **ARTICLE 23 - HOURS OF WORK AND OVERTIME**

- 23.1** The regularly scheduled workweek shall be 8:30 a.m. to 4:30 p.m. Monday through Friday inclusive, save and except Residential Maintenance Workers whose regularly scheduled workweek shall be 8:15 am to 4:30 pm. The regularly scheduled workday shall be as scheduled at the time of signing this collective agreement. Nothing in this article shall be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. However, before any change is made in the starting and stopping time or new shifts are established, there will be prior notice to and discussion with the Union.

- a) **Part-time Employees**

The hours of work for all part-time employees will be as determined by the Employer. A part-time employee will be eligible for overtime rates of pay only after working the normal daily/weekly hours of work equivalent to a full-time employee.

A schedule of hours of work shall be posted for all permanent part-time employees no less than two (2) weeks in advance. If changes in the schedule are required, the Employer will provide adequate and reasonable notice.



- b) The Employer may allow pre-authorized staggered working hours to accommodate an employee's personal needs, subject to operational requirements. Such request shall not be unreasonably denied.

- 23.2** All time worked before or after the regular workday, the regular workweek, or on a holiday shall be considered overtime. Such hours worked must be preauthorized by the immediate non-union Supervisor or designate.
- 23.3** Each full-time employee shall be paid by the Employer at the rate of time and one-half (1 ½ x) for all time worked by such employee on any scheduled working days in excess of the regularly scheduled hours for such day, and at the rate of time and one-half (1 ½ x) for all time worked by the said employee on any day in any calendar week other than a scheduled working day.
- 23.4** Permanent part-time employees shall be paid at the rate of time and one-half (1 ½ x) for all time worked by such employees in excess of the employee's regularly scheduled hours in any work week. However, where there is mutual agreement between the Employer and the employee, hours may be temporarily increased with no obligation to pay overtime to the maximum hours of a full-time employee as per Article 14.1 and with no change in other terms and conditions of employment.
- 23.5** Employees shall receive a fifteen (15) minute rest period in each half of a regular, daily full-time shift.
- 23.6** Employees shall not be laid off during regular hours to equalize any overtime worked.
- 23.7** Overtime shall be shared as equitably as possible among those employees who are usually engaged in the operation involved, and who are willing to participate in the said overtime work.
- 23.8** All overtime, except emergency overtime, shall be authorized in advance. Emergency overtime shall be reported to the appropriate supervisor within one (1) working day for approval.
- 23.9** An employee may opt to accumulate compensating leave on a straight-time basis in lieu of pay at the overtime rate in accordance with Article 23.3 and 23.4. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.
- 23.10** The following provision shall apply to employees during adverse weather conditions necessitating closure of all highways, as declared by appropriate provincial or municipal authorities, between the employee's residence and place of employment, for the duration of the closure:

When an employee, through no fault of their own, is unable to report for work because

of the above, such employee shall suffer no loss of pay or other benefits, nor shall they be required to make up, in any way, for time lost due to not reporting to work.

- 23.11** Compensating leave accumulated in a calendar year, that is not taken before January 31<sup>st</sup> of the following year, shall be paid at the overtime premium on the base rate at which it was earned. Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31<sup>st</sup> of the following year, upon giving fifteen (15) working days' notice in writing, except in cases of emergency.
- 23.12** An employee scheduled to work overtime on the employee's day off shall receive a minimum of three (3) hours at time and one-half (1 ½ x) of the employee's basic hourly rate.
- 23.13** a) Employees who are required to attend meetings on behalf of the Employer outside the regular schedule of hours shall be entitled to reimbursement for meal expenses, including tip of up to \$6.00 for lunch or up to \$10.00 for supper upon the production of a receipt. Other situations will be dealt with in accordance with the policies of the Employer.
- b) When a full-time employee is required to work a minimum of three (3) hours overtime in excess of the normal workday, they shall receive reimbursement for meal expense upon submission of a receipt to a maximum of eight (\$8.00) dollars.

**23.14 CALL-IN**

A full-time employee who is called to return to work outside of their regularly scheduled hours, shall be compensated at time and one half (1 ½ x) their regular rate for time worked or a minimum of three (3) hours pay at time and a half (1 ½ x), whichever is greater.

## **ARTICLE 24 - PENSION PLANS**

- 24.1** The Employer and each regular full-time employee shall subscribe as required by and to the following pension plans:
- a) Ontario Municipal Employees' Retirement System (OMERS)
- The Employer and the employee shall make contributions in accordance with the provisions of OMERS, part-time employees must meet OMERS eligibility requirements and employees shall retire in accordance with the terms of the said Plan;
- b) Canada Pension Plan.

## **ARTICLE 25 - VACATIONS**

- 25.1** a) For the purpose of calculating vacation credits, service year will be computed from January 1<sup>st</sup> to December 31<sup>st</sup>;
- b) i) The provisions of this article will also apply to permanent part-time employees. For the purposes of calculating service years, the length of continuous service will be equal to the length of seniority as calculated in accordance with Article 14 (Seniority).
- ii) Permanent part-time employees shall earn vacation credits based on the ratio of the hours scheduled to work per week compared to full-time employment and expressed in hours or part thereof. It will be used based on the number of hours the employee is scheduled to work weekly during the period of vacation.
- iii) Vacation will normally be taken in unbroken periods of at least one (1) week.

**25.2** Vacation and vacation pay will accrue on the following basis:

- i) An employee shall earn vacation credits at the following rates:
- a) A new regular full-time employee will be granted a vacation in the first calendar year of employment at the rate of 1 ¼ day of vacation for each month of active, continuous service to the end of that year to a maximum of fifteen (15) days.
- b) A full-time employee who has completed one (1) year of active continuous service in the calendar year following the calendar year in which employment started will receive in that year three (3) weeks vacation with pay and the same for each year thereafter until four (4) years of active, continuous service;
- c) A full-time employee shall be granted four (4) weeks vacation with pay in the year in which the employee completes five (5) years of active, continuous service;
- d) A full-time employee shall be granted five (5) weeks vacation with pay in the year in which the employee completes ten (10) years of active, continuous service;
- e) A full-time employee shall be granted six (6) weeks vacation with pay in the year in which the employee completes fifteen (15) years of active, continuous service;
- ii) Vacation credits under Article 25.2 (i) accrue in respect of a month or part thereof

in which an employee is at work or on leave with pay.

iii) Vacation shall be credited at the beginning of each calendar year.

- 25.3** i) An employee shall be allowed to carry a maximum of one (1) year's accrual to the next vacation year.
- ii) Vacations will normally be taken in unbroken periods of at least one (1) week. One (1) day vacation will be allowed keeping in mind operational requirements. Any request for vacation leave shall not be unreasonably withheld.
- 25.4** i) A new employee shall not be entitled to take vacation until they have completed six (6) months of continuous service.
- ii) Subject to the provisions of Article 25.5 (i), an employee may, with the approval of the Chief Executive Officer or designate, take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.
- 25.5** Approval for vacation requests as outlined below will be subject to operational requirements:
- An employee shall submit the vacation request in writing to the supervisor by April 15<sup>th</sup> and the Employer shall post the approved vacation schedule by May 15<sup>th</sup>. All vacation requests submitted in writing by April 15<sup>th</sup> shall be scheduled according to seniority. Vacation requests submitted after April 15<sup>th</sup> shall not be scheduled according to seniority and in addition, shall require no less than two (2) weeks notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably withheld.
- 25.6** An employee shall be paid for any earned and unused vacation standing to the employee's credit at the date the employee status ceases, or at the date the employee qualifies for payments under the Long-Term Disability Coverage.
- 25.7** An employee is not eligible for the entitlement under clauses 25.1 and 25.2 in respect of:
- a) a whole calendar month in which they are absent from duty for any reason other than vacation or leave of absence with pay, OR
- b) a period in excess of six (6) months during which a Workers' Compensation Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.
- 25.8** If an employee is hospitalized for day surgery, for the setting of broken bones or as an in-patient while on vacation, the days spent in hospital and any subsequent days spent recovering to a maximum of ten (10) days, on the written advice of a medical doctor, shall be considered sick leave to the extent of the employee's sick leave accumulation

and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the employee was hospitalized as an in-patient during that time.

## **ARTICLE 26 - RECOGNIZED HOLIDAYS**

**26.1** In each calendar year the following will be observed as holidays:

New Years' Day	Victoria Day	National Day of Truth and Reconciliation
Family Day	Canada Day	Thanksgiving Day
Good Friday	Civic Holiday	Remembrance Day
Easter Monday	Labour Day	Christmas Day
Boxing Day		

and add any day proclaimed by the Federal, Provincial or Municipal Government. When any of the aforementioned holidays fall on a Saturday or Sunday or on an employee's scheduled day off, the following normal working day shall be deemed to be a holiday for the purpose of the agreement. If any of the above paid holidays falls on a normal non-working day for an employee, the employee shall receive a lieu day (at regular pay) to be taken on the next normal working day which shall be deemed to be the straight time paid holiday.

**26.2** Each full-time employee:

- i) who is not required to work on a holiday as defined in Article 26.1 shall be paid at the employee's regular rate for each such holiday not so worked. In order to qualify for this benefit, the employee must have worked the employee's last scheduled shift preceding and the employee's first scheduled shift following such holiday unless absence on either or both of these days is on account of:
  - a) illness or injury. Where the employee is absent on account of illness or injury on the last scheduled shift preceding the holidays, the shift following the holiday, or both shifts, such absence(s) must be substantiated by a doctor's certificate, or
  - b) with the prior permission of the Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- ii) of certified absence with pay through illness or injury, or with the prior permission of Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday;
- iii) who is required to work on any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half ( $1\frac{1}{2}x$ ) of their regular rate for all hours worked on that day provided that such employee meets the condition applicable thereto as set forth in the immediately preceding paragraph.

**26.3** A permanent part-time employee shall be entitled to a paid holiday each year on each of the days indicated in article 26.1 which fall on a day that is a regularly scheduled workday for the employee. Payment will be based on the number of hours that the employee was scheduled to work on that day. It is understood and agreed that permanent part-time employees' work week will not be rescheduled in order to deprive the employee of the payment provided for in this clause.

**26.4** When a holiday as defined in Article 26.1 falls within an employee's vacation period the employee shall be entitled to a day off in lieu thereof at the employee's regular rate.

## **ARTICLE 27 - BENEFIT PLANS**

**27.1** Article 27.1 will apply only to full-time permanent employees.

a) **Extended Health Care**

- i) All full-time employees may participate in the Extended Health Care and Hospital Plan currently in force. The Employer shall pay 100% of the premium for such insurance.
- ii) The deductible is \$10 for single coverage and \$20 for family coverage. This coverage includes semi-private coverage.

**Vision Care**

The vision care, which is part of the Extended Health Care Plan, provides for three hundred & fifty dollars (\$350.00) coverage every twenty-four (24) months.

Eye exams up to Green Shield's reasonable and customary coverage shall be payable from the \$350.00.

- iii) The parties agree to implement a \$10 dispensing fee cap.
- iv) Registered Massage Therapist Benefits/Chiropractic Benefits

Massage therapy benefits, and Chiropractic benefits will be combined. Under no circumstances shall the total number of sessions exceed fifteen (15) per person per calendar year. For clarity it is understood Massage and Chiropractic benefits effective date of ratification and shall be pro-rated for the balance of 2017. Full benefits will resume January 1, 2018.

Benefit coverage may extend to a partner/spouse who is defined as an individual of the same/opposite sex with whom the employee is not married, but has cohabitated, in accordance with the *Family Law Act*.

Continuously for a period of not less than one (1) year, or;

In a relationship of some permanence, if they are the natural or adoptive parents of a child.

b) **Group Life Insurance and Accidental Death and Dismemberment**

All full-time employees shall participate in the Group Life Insurance and Accidental Death and Dismemberment Plans currently in force. The Employer shall, pay 100% of the premium for such insurance. The current coverage is two times (2X) the annual salary rounded to the next highest one thousand dollars (\$1,000) to a maximum of one hundred thousand dollars (\$100,000).

c) **Long Term Disability**

All full-time employees shall participate in the Long-Term Disability Plan currently in force. The Employer shall pay 100% of the premium for such insurance.

Coverage includes sixty-six and two-thirds percent (66 2/3%) of the monthly earnings to a maximum of eighteen hundred dollars (\$1,800.00) per month (with a six-month waiting period).

d) **Dental Plan**

All full-time employees may participate in the Dental Plan currently in force. The Employer shall pay 100% of the premium for such coverage. The current Dental Plan in effect is Green Shield 2V. The previous year's O.D.A. fee schedule will apply.

- 27.2** a) The terms of the Policies and the rules and requirements of the various carriers of these benefit plans shall govern.
- b) It is agreed that no such change in any benefit plan will be made which would reduce any benefits without prior written agreement between the parties.
- 27.3** Should an actively employed employee die, the Employer shall continue extended health and dental coverage for the dependents which were covered prior to the death for a period of three (3) months from the date of death or until the surviving spouse has access to an alternate benefit plan, whichever occurs first.
- 27.4** Permanent part-time employees shall receive six percent (6%) per hour, for each hour worked, in lieu of health and welfare benefits following a successful completion of the probationary period.
- 27.5** The Employer will provide each employee a copy of the employee benefit plan booklet within sixty (60) days of ratification of this Collective Agreement.

## **ARTICLE 28 - SICK PROVISIONS**

### **28.1 SICK LEAVE CREDITS – FULL-TIME PERMANENT EMPLOYEES**

Sick leave credits are established for use during enforced periods of absence from work due to illness, injury, or properly certified quarantine, and are not available to an employee for absence caused by any other reason, except as outlined in Article 28.1(i).

Each full-time employee shall be entitled to sick leave credits on the following basis.

- a) Sick leave credits shall accumulate at the rate of 1½ days for each calendar month of permanent full-time employment. Employees who commence employment during the first 15 days of a month will be granted credits for that month. Employees, who commence employment on or after the 16<sup>th</sup> of a month, will not receive such credits.
- b) A full-time employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:
  - i) vacation leave
  - ii) leave of absence with pay, or;
  - iii) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.
- c)
  - i) The Employer shall have the right to request a Doctor's Certificate if the absence is for more than three (3) consecutive working days. Medical certificates must be submitted to the employee's supervisor upon return to work in accordance with Article 28.1 (d)(i) whichever is applicable.
  - ii) In all cases of sickness, the employee's supervisor shall be notified within two (2) hours from the commencement of regular duties on the first day of the absence. Where the latter is not possible due to work scheduling, steps must be taken by the employee to notify a designated alternate, or where not available, the CEO within two (2) hours from commencement of regular duties. If an employee is not able to give a return to work date during the original call, the employee shall be required to call in daily until such time as the employee can give an exact date of return. In cases of absence of more than three (3) days but less than ten (10) days the employee shall furnish immediately a certificate from a legally qualified physician, giving the probable date on which, the employee will be able to return to normal duties.
- d)
  - i) Notwithstanding Article 28.1(c) an employee absent for more than 20 consecutive working days shall furnish immediately a certificate from a legally qualified medical physician, giving the probable date on which, the employee



will be able to return to normal duties.

- ii) If the Employer so requires, the employee will supply a medical certificate on the basis of Article 28.1(d)(i) for every 20 consecutive working days thereafter until the employee returns to work or until a Long-Term Disability Coverage application is approved, whichever is the latter. The Employer shall reimburse the employee for the cost of the medical certificate required under 28.1(d) upon presentation of the official receipt.
- e) There shall be paid to the representative of every employee who dies while in the service of the Employer or to an employee who retires in accordance with the terms of the Pension Plan or who retires early and receives an immediate unreduced pension, an amount equal to the employee's accumulated sick leave credits up to a maximum of 180 days.

Permanent full-time employees hired by the Haldimand-Norfolk Housing Corporation after the date of May 1<sup>st</sup>, 2014 shall not be entitled to such payouts.

- f) Upon layoff under Article 16 any employee with five (5) or more years of continuous service shall be paid an amount equal to 1 ½ of the employee's accumulated sick leave credits up to a maximum of 130 days.
- g) Upon voluntary severance of employment, no payments shall be made for sick leave credits.
- h) No payment of accumulated sick credits shall be made upon termination of employment except as covered under sub-clauses (e) (f) and (g) of this section.
- i) Employees may, with the approval of the employer, be allowed to use up to eight (8) days per year of their accumulated sick leave credits in order to engage in personal, preventative medical health and dental care or in cases of immediate family illness. Such permission shall not be unreasonably withheld. Request shall be made in writing stating that leave is requested under Article 28.1(i) and employees shall provide the Housing Corporation with a minimum 3 days' notice, except in an emergency. Leave shall be granted for periods of no less than one (1) hour.

## **28.2 SICK LEAVE CREDITS - PERMANENT PART-TIME EMPLOYEES**

- a) A permanent part-time employee, who is scheduled to work on a regular on-going basis for a minimum of one-third (1/3) of the normal working hours specified in Article 23.1, shall be entitled to the following sick leave credits:

12 hours to less than 20 hours	3.50 hours per month
20 hours to less than 28 hours	5.25 hours per month
28 hours to less than 35 hours	7.00 hours per month

- b) Sick leave credits will be expressed in hours or part thereof. Credits will be used based on the number of hours the employee was scheduled to work on the day of the absence.
- c) For the purposes of this article, Articles 28.1. (c), (d)(i) shall also apply.
- d) There shall be paid to the representative of every employee who dies while in the service of the Employer or to an employee who retires in accordance with the terms of the Pension Plan or who retires early and receives an immediate unreduced pension, an amount equal to the employee's accumulated sick leave credits up to a maximum of 1120 hours for administrative employees.

Permanent part-time employees hired by the Haldimand-Norfolk Housing Corporation after the date of May 1<sup>st</sup>, 2014 shall not be entitled to such payouts.

- e) Upon layoff under Article 16.2 of any employee with five (5) or more years of service for any reason other than discharge for cause, there shall be paid to the employee an amount equal to 2% of the employee's accumulated sick leave credits up to a maximum of 1120 hours in the case of administrative employees.
- f) Upon voluntary severance of employment, no payment shall be made for sick leave credits.
- g) No payment of accumulated sick leave credits shall be made upon termination of employment except as covered under sub-clauses (d), (e) and (f) of this article.

### **28.3 SICK LEAVE RECORDS**

Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

### **28.4 MEDICAL EXAMINATIONS**

Where, for reasons of health, an employee who is frequently absent or unable to perform the assigned duties, the Employer may require the employee to submit to a medical examination at the expense of the Employer.

In the event that the Employer determines that an employee would benefit from a medical examination this will be done with notice to the union.

Employees shall be advised of their right for union representation.

**28.5 EMPLOYMENT INSURANCE**

If and when this sick leave gratuity plan qualifies for any reduction in premiums payable for Employment Insurance, all such reductions shall accrue to the credit of the Employer and employees shall not be entitled to claim any portion of such reduction as a result of other benefits received.

**28.6 RECOVERY OF DAMAGES (FULL-TIME EMPLOYEES)**

An employee who is absent by reason of injury caused by another person, whereby such employee's sick leave credits are reduced or exhausted and such employee recovers damages by way of action or settlement from such other person for such loss of sick leave credits, may repay to the Employer a sum so as to restore such employee's sick leave credits to the position in which they were before the accident, computed according to the basic salary at that time.

**ARTICLE 29 - DURATION OF COLLECTIVE AGREEMENT**

- 29.1** This collective agreement shall become effective on the first (1<sup>st</sup>) day of January, 2024 and such collective agreement shall remain in effect for the period up to and including the thirty-first (31<sup>st</sup>) day of December, 2027 and shall continue and remain in effect thereafter for periods of one (1) year each unless either party gives to the other notice in writing in the period of three (3) months immediately preceding the termination date of this collective agreement or any annual term thereafter of its desire to revise, modify or terminate this collective agreement.
- 29.2** Should either party give notice as provided for herein, the parties agree to meet within a period of fifteen (15) working days from the giving of such notice or within such further period as they may agree upon and they agree to bargain in good faith and make every reasonable effort to conclude a collective agreement.
- 29.3** The effectivity of any right or benefit-set out in this collective agreement shall be as of the date of the signing of this collective agreement unless otherwise specified herein; and shall apply to employees employed during the term set out in Article 29.1, other than employees, discharged for cause.

Electronically signed this 1<sup>st</sup> day of March, 2024

**FOR THE UNION**

Clair Stanley  
Clair Stanley (Mar 15, 2024 11:13 EDT)

Cheri Lloyd  
Cheri Lloyd (Mar 1, 2024 13:27 EST)

Jerry Khumalo  
Jerry Khumalo (Mar 16, 2024 18:07 EDT)

Terrence Birmingham  
Terrence Birmingham (Mar 1, 2024 13:31 EST)

**FOR THE EMPLOYER**

Louise Jones  
Louise Jones (Mar 1, 2024 13:30 EST)

Matt Bowen  
Matt Bowen (Mar 1, 2024 14:04 EST)

## SCHEDULE "A"

The wage grid (as outlined below) shall be between 80% and 100% of job rate with steps as follows:

Start - 80%  
 After 1820 hours paid - 85%  
 After 3640 hours paid - 90%  
 After 5460 hours paid - 95%  
 After 7280 hours paid - 100%

Salary	Start	After 1820 hours	After 3640 hours	After 5460 hours	After 7280 hours
<b>January 1, 2024 – 3%</b>					
Band 2	\$21.25	\$22.59	\$23.94	\$25.27	\$26.57
Band 3	\$22.60	\$24.02	\$25.44	\$26.83	\$28.25
Band 4	\$23.97	\$25.47	\$26.97	\$28.44	\$29.95
Band 5	\$25.28	\$26.84	\$28.42	\$30.01	\$31.60
<b>January 1, 2025 – 3%</b>					
Band 2	\$21.89	\$23.27	\$24.66	\$26.03	\$27.37
Band 3	\$23.28	\$24.74	\$26.20	\$27.64	\$29.10
Band 4	\$24.69	\$26.23	\$27.78	\$29.29	\$30.85
Band 5	\$26.04	\$27.65	\$29.27	\$30.91	\$32.55
<b>January 1, 2026 – 3%</b>					
Band 2	\$22.55	\$23.97	\$25.40	\$26.81	\$28.19
Band 3	\$23.98	\$25.48	\$26.99	\$28.47	\$29.97
Band 4	\$25.43	\$27.02	\$28.61	\$30.17	\$31.78
Band 5	\$26.82	\$28.48	\$30.15	\$31.84	\$33.53
<b>January 1, 2027 – 2.5%</b>					
Band 2	\$23.11	\$24.57	\$26.04	\$27.48	\$28.90
Band 3	\$24.58	\$26.12	\$27.67	\$29.18	\$30.72
Band 4	\$26.07	\$27.70	\$29.33	\$30.92	\$32.57
Band 5	\$27.49	\$29.19	\$30.90	\$32.64	\$34.37

**Band 2**

**Band 3**      Administration Assistant

**Band 4**      Property Management Assistant, Organizational Support Worker

**Band 5**      Residential Maintenance Worker

## LETTER OF UNDERSTANDING #1

### RE: BUY-BACK OF OPTIONAL PENSIONABLE SERVICE

The parties agree to implement an optional buy-back program for members of CUPE Local 4700, provided that such buyback is permissible by OMERS policy and bylaws, as follows:

- bargaining unit employees who have been issued disciplinary action in the form of a suspension without pay shall be advised that such time will be approved as an unpaid leave of absence for the purpose of OMERS buy-back only.
- employees requesting to have the suspension without pay considered as an unpaid leave of absence shall make a request, in writing, to the Chief Executive Officer.
- employees wanting to buy-back such past service shall be responsible to pay all employee and Employer costs, including any and all interest that may be charged by OMERS.
- this Letter of Understanding shall remain in force until such time as the parties negotiate otherwise, or until such time as the provisions of OMERS prohibit the parameters of the understanding.

Electronically signed this 1<sup>st</sup> day of March, 2024

#### FOR THE UNION

Clair Stanley  
Clair Stanley (Mar 15, 2024 11:13 EDT)

Cheri Lloyd  
Cheri Lloyd (Mar 1, 2024 13:27 EST)

Jerry Khumalo  
Jerry Khumalo (Mar 16, 2024 18:07 EDT)

Terrence Birmingham  
Terrence Birmingham (Mar 1, 2024 13:31 EST)

#### FOR THE EMPLOYER

Louise Jones  
Louise Jones (Mar 1, 2024 13:30 EST)

Matt Bowen  
Matt Bowen (Mar 1, 2024 14:04 EST)

## LETTER OF UNDERSTANDING #2

### RE: JOB EVALUATION

For Job Evaluation purposes, the parties have agreed upon the following:

1. A joint job evaluation plan to rate the following positions:  
Administrative Assistant  
Organizational Support Worker  
Property Management Assistant  
Residential Maintenance Worker
2. A weighted pointing system with a 30-point banding system.
3. The gender predominance of each position being female dominated.
4. The hourly rates as outlined below, depicting a \$1.10 differential between each band, effective January 1, 2005.

BAND	BAND POINTS	JOB RATE
1	Up to 219	\$17.00
2	220-249	\$18.15
3	250-279	\$19.29
4	280-309	\$20.43
5	310-339	\$21.57

Electronically signed this 1<sup>st</sup> day of March, 2024

#### FOR THE UNION

Clair Stanley  
Clair Stanley (Mar 15, 2024 11:13 EDT)

Cheri Lloyd  
Cheri Lloyd (Mar 1, 2024 13:27 EST)

Jerry Khumalo  
Jerry Khumalo (Mar 16, 2024 18:07 EDT)

Terrence Birmingham  
Terrence Birmingham (Mar 1, 2024 13:31 EST)

#### FOR THE EMPLOYER

Louise Jones  
Louise Jones (Mar 1, 2024 13:30 EST)

Matt Bowen  
Matt Bowen (Mar 1, 2024 14:04 EST)

## LETTER OF UNDERSTANDING #3

### RE: ON-CALL

On-call shall be assigned on a weekly basis with a minimum of four (4) weeks' notice as equitably as possible amongst those qualified employees who are usually engaged in the operation involved. For the purpose of this Letter of Understanding, the weekly assignment shall commence on Friday at the end of regular working hours and conclude on the following Friday at the beginning of working hours.

The employee assigned an on-call for the purpose of being on-call must be able to respond immediately to a call and be able to report to work if necessary.

Call-out times will be paid in accordance with the ESA and the Collection Agreement.

On-call employees shall be paid the premium of \$1.50 per hour for the time they are on-call outside of regular working hours.

- Effective upon the first full pay period following the ratification of both parties this premium shall be \$1.50 per hour
- Effective January 1, 2025, this premium shall increase to \$1.75 per hour
- Effective January 1, 2026, this premium shall increase to \$2.00 per hour
- Effective January 1, 2027, this premium shall increase to \$2.05 per hour

A lieu day will be banked in recognition of being on call on a recognized holiday. The lieu day will be taken at a time approved by the Employer.

Electronically signed this 1<sup>st</sup> day of March, 2024

#### FOR THE UNION

Clair Stanley  
Clair Stanley (Mar 15, 2024 11:13 EDT)

Cheri Lloyd  
Cheri Lloyd (Mar 1, 2024 13:27 EST)

Jerry Khumalo  
Jerry Khumalo (Mar 16, 2024 18:07 EDT)

Terrence Birmingham  
Terrence Birmingham (Mar 1, 2024 13:31 EST)

#### FOR THE EMPLOYER

Louise Jones  
Louise Jones (Mar 1, 2024 13:30 EST)

Matt Bowen  
Matt Bowen (Mar 1, 2024 14:04 EST)

LETTER OF UNDERSTANDING #4

RE: PREGNANCY/PARENTAL LEAVE

The Employer and the Union agree to meet and discuss the feasibility of implementing a Pregnancy/Parental Leave Benefit before the expiry of the current collective agreement.

Electronically signed this 1<sup>st</sup> day of March, 2024

FOR THE UNION

Clair Stanley  
Clair Stanley (Mar 15, 2024 11:13 EDT)

Cheri Lloyd  
Cheri Lloyd (Mar 1, 2024 13:27 EST)

Jerry Khumalo  
Jerry Khumalo (Mar 16, 2024 18:07 EDT)

Terrence Birmingham  
Terrence Birmingham (Mar 1, 2024 13:31 EST)

FOR THE EMPLOYER

Louise Jones  
Louise Jones (Mar 1, 2024 13:30 EST)

MR  
Matt Bowen (Mar 1, 2024 14:04 EST)



# **Canadian Union of Public Employees**

**and**

## **Haldimand-Norfolk Housing Corporation**

### **JOB EVALUATION MAINTENANCE MANUAL**

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#### **JOINT JOB EVALUATION COMMITTEE**

The Joint Job Evaluation Committee (JJEC) shall be comprised of:

- 2 representatives and two (2) alternates of CUPE
- 2 representatives and two (2) alternates of the Employer

A quorum for the JJEC meeting shall be four (4) members.

The position of Chairperson to the JJEC shall alternate between CUPE and the Employer.

The Secretary to the JJEC shall be supplied by the Employer. Accurate minutes of the JJEC must be kept.

The decision of the JJEC is by consensus. All decisions made by the JJEC are final and binding. The JJEC shall provide rationale for their decisions.

If consensus cannot be reached, see Settlement of Disagreements.

It shall be the responsibility of the Chairperson to communicate the decision of the JJEC to the Haldimand-Norfolk Housing Corporation who in turn advise the incumbent(s) and supervisor using the Job Evaluation Rating Sheet.

#### **MAINTAINING THE JOB EVALUATION PROGRAM**

- 1.1 It is important that each party maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the programme. It is the intention of the parties to periodically review jobs upon request.
- 1.2 It is understood and agreed by the parties that during the re-evaluation process and/or review process, the ratings of all factors could be adjusted either upwards or downwards by the JJEC.
- 1.3 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures, shall be followed:

- a) The incumbent(s)/Union or the Supervisor/Employer may request a job evaluation review by completing and submitting a Request for Review Form to the Chief Executive Officer.
- b) Upon receipt of a completed Request for Review Form, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information will involve the interviewing of incumbent(s) and/or Supervisor(s) and visits to the job site, if required.
- c) The Committee shall review the job data and determine any changes in the rating. A Job Evaluation Rating Sheet will be completed by the Committee, signed off and forwarded to the Haldimand-Norfolk Housing Corporation. A representative from the Haldimand-Norfolk Housing Corporation will advise all relevant parties of any changes, using the appropriate form.

The rating of the job shall determine the pay grade for the job.

- d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Request for Review Form was initially submitted to Supervisor/Haldimand-Norfolk Housing Corporation/Union, or the date new duties commenced resulting in the upgrade. The incumbent(s) shall retain the same place on any increment grid (i.e. step-to-step).

1.4 Whenever the Employer wishes to establish a new job class, the following procedures shall apply:

- a) The Employer shall prepare a draft job description for the position.
- b) The co-chairs of the JJEC shall meet and establish a temporary pay grade for the job class based on the draft job description; or the JJEC co-chairs can agree upon a temporary rating.
- c) The job class shall be posted, under review and any person appointed to the job class shall be paid the temporary pay grade.
- d) After six (6) months from the appointment of an incumbent to the job class, the incumbent(s) shall complete a Job Analysis Questionnaire and forward same to the JJEC. The Committee shall evaluate and rate the job' class based on the information submitted in the J.A.Q., as well as, interviewing the incumbent(s) and/or supervisor and visits to the job site, if required. The pay grade will be established based upon this rating.

In the event the rating of the job class increases from the initial rating assigned by the Committee, the pay grade applicable' to that rating will be effective to the date

of the incumbent's appointment to the job class.

If the final rating of the job class decreases from the initial rating, the pay grade, applicable to that rating will be effective the date the JJEC completed the final evaluation.

## **SETTLEMENT OF DISAGREEMENTS**

- 2.1 In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the Job Evaluation Programme, the co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and assist the JJEC in reaching a decision on the factor(s) in dispute. (These advisors shall not be involved in the day-to-day decisions of the JJEC.).

If, after meeting with the two (2) advisors appointed as above, the Committee remains unable to agree upon the matter in dispute, the advisors will attempt to make a decision.

If the advisors are unable to reach a decision on the factor(s) in dispute, they shall advise the co-chairpersons in writing.

- 2.2 Either party may, by written notice to the other party, refer the dispute to a single Arbitrator who shall be selected by agreement of the parties. If the parties are unable to agree, either party may request the Minister of Labour to appoint an Arbitrator.
- 2.3 The Arbitrator shall decide the matter upon which the JJEC has been unable to agree and their decision shall be final and binding on the JJEC, the Employer, the Union and all affected employees. The Arbitrator shall be bound by the Maintenance Manual and the Job Evaluation Plan and shall not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator shall be limited to the matter in dispute, as submitted by the parties.
- 2.4 The Employer and the Union shall be the parties to the arbitration hearing and shall have the right to present evidence and argument concerning the matter in dispute. The Arbitrator shall have the powers of an Arbitrator appointed pursuant to the collective agreement and, in addition, shall have the authority to require the parties to present additional information and to require other persons(s) to present evidence, as deemed necessary by the Arbitrator.
- 2.5 The Arbitrator's fees and expenses shall be borne equally between the parties.
- 2.6 The time limits contained in this article may be extended by mutual agreement of the parties.

## **APPLYING THE RATING TO THE SALARY RANGES**

3.1	Pay Grade	Job Evaluation Point Group
	1	up to 219
	2	220 - 249
	3	250 - 279
	4	280 - 309
	5	310 - 339
	6	340 - 369

All of the above forms part of the collective agreement.