

COLLECTIVE AGREEMENT

BETWEEN

HUGH GARNER HOUSING CO-OPERATIVE INC.

IN THE

CITY OF TORONTO

AND

UNIFOR AND ITS LOCAL 333-04



September 1, 2024 to August 31, 2027

Table of Contents

ARTICLE 1:	PURPOSE	3
ARTICLE 2:	MANAGEMENT RIGHTS.....	3
ARTICLE 3:	RECOGNITION.....	3
ARTICLE 4:	NO DISCRIMINATION OR HARASSMENT.....	4
ARTICLE 5:	NO STRIKE OR LOCK-OUT	6
ARTICLE 6:	UNION SECURITY.....	6
ARTICLE 7:	UNION REPRESENTATION.....	7
ARTICLE 8:	UNION SENIORITY	7
ARTICLE 9:	HOURS OF WORK	8
ARTICLE 10:	OVERTIME	9
ARTICLE 11:	REMUNERATION	11
ARTICLE 12:	VACANCIES	12
ARTICLE 13:	PAID HOLIDAYS	13
ARTICLE 14:	VACATIONS.....	14
ARTICLE 15:	SICK LEAVE.....	15
ARTICLE 16:	LEAVE OF ABSENCE.....	15
ARTICLE 17:	PROFESSIONAL DEVELOPMENT	18
ARTICLE 18:	HEALTH AND SAFETY	19
ARTICLE 19:	SEVERANCE PAY.....	19
ARTICLE 20:	EXPENSES	19
ARTICLE 21:	BENEFITS	20
ARTICLE 22:	BULLETIN BOARD.....	21
ARTICLE 23:	GRIEVANCE PROCEDURE.....	21
ARTICLE 24:	ARBITRATION PROCEDURE	23
ARTICLE 25:	DURATION	24
ARTICLE 26:	LEGISLATIVE CHANGES	24
ARTICLE 27:	CONFIDENTIALITY	25
	LETTER OF AGREEMENT	26
	LETTER OF AGREEMENT - JOB DESCRIPTIONS	28
	SCHEDULE "A" – WAGES	29

ARTICLE 1: PURPOSE

1:01 The general purpose of this Agreement is to establish and to maintain collective bargaining relations between Hugh Garner Housing Co-operative Inc. (the "Co-op" or "Employer") and its employees, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

The parties hereto recognize their mutual interest and responsibility for the successful operation of the Co-op and agree it is the duty of the Co-op and the employees to promote at all times the aims, goals and purposes of the Co-op by cooperating to the fullest extent in all matters having to do with the successful operation of the Co-op.

ARTICLE 2: MANAGEMENT RIGHTS

2:01 The Union and employees coming within the bargaining unit recognize and acknowledge that subject only to the provisions of this Agreement, it is the exclusive function of the Co-op to maintain order, discipline, and efficiency; hire, discharge, classify, direct, transfer, promote, demote and suspend or otherwise discipline any employees subject to the rights to lodge a grievance as provided for in this Agreement; generally to manage the Co-op and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems, and procedures, direct its personnel, determine complement, organization, location, and classification of personnel required from time to time, the extension, limitation, and all other rights and responsibilities not specifically modified elsewhere in this Agreement. The Co-op agrees that it will exercise its Management Rights in a fair and reasonable manner.

2:02 All written materials, plans drawings or other materials which copyright or property rights can exist, which are prepared by employees in the course of employment, shall be the sole property and copyright of the Co-op unless otherwise arranged between the Co-op and the employee.

ARTICLE 3: RECOGNITION

Employer reiterates its commitment to ensuring the current language as it is written out is respected and followed.

3:01 The Co-op recognizes Unifor (the "Union") as the sole bargaining agent for all of its employees in the City of Toronto, Ontario.

3:02 Managers and other persons whose regular jobs are not in the bargaining unit will not perform bargaining unit work except in the following circumstances: for the purpose of instruction and training; when sufficient bargaining unit personnel are not immediately available; and in emergencies. However, a reasonable effort will be made to fill emergency jobs with qualified bargaining unit employees.

The foregoing shall not be construed as restricting members of the Co-op from performing such tasks as may have been performed prior to the issuance of the certificate by the Labour Board, February 12, 1993, provided the performance of the said tasks does not result in the layoff of employees in the bargaining unit or a reduction in the hours of work in the bargaining unit.

ARTICLE 4: NO DISCRIMINATION OR HARASSMENT

4:01 The Employer, Union and all Co-op employees agree to comply with the Ontario Human Rights Code, RSO 1990, c. H.19. and the Ontario *Occupational Health and Safety Act*, RSO 1990, c O.1. All parties agree that there shall be no discrimination, interference, harassment or coercion exercised or practiced with respect to any employee, agent, or member of the Co-op by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.

The Employer maintains a policy to provide a workplace free from discrimination and harassment. This policy has and will continue to be posted in the workplace. The Union shall be provided with copies of this policy and will be notified of any changes to that policy. The policy will be reviewed annually at a minimum. Reprisals arising out of an employee's objection to any harassment are strictly prohibited.

Grievance under this article will be handled with confidentiality and will be submitted to the Employer.

Any resolution of a harassment complaint must reflect the serious nature of such acts and send a clear signal that this will not be tolerated. We must ensure that the dignity of our Brothers and Sisters is not threatened by harassment.

It is an expression of perceived power and superiority by the harasser(s) over another person, usually for reasons over which the victim has little or no control: sex, race, age, creed, colour, marital status, family status, sexual preference, disability, political or religious affiliation, or place of national origin.

Harassment on any of these grounds can be made on the basis of a complaint to most provincial and federal human rights commissions.

Harassment can be defined as an unwelcomed action by any person, in particular, by management, customer or member and/or a co-worker, whether verbal or physical on a single or repeated basis, which humiliates insults or degrades. Unwelcome or unwanted in this context means any actions which the harasser knows or ought reasonable to have known are not desired by the victim of the harassment.

Sexual harassment is any unwanted attention of a sexual nature, such as remarks about appearance or personal life, offensive written or visual actions, like graffiti or degrading pictures, physical contact of any kind, or sexual demands. Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, and jokes or other unwanted comments or acts.

Every person has the right to be treated with dignity and respect as a fundamental basis of a working relationship and to work in an environment free from any form of discrimination and/or harassment, whether personal and/or sexual in nature, and/or based on any prohibited grounds.

A breach of this Article of the Agreement or the Employer's policy on discrimination and harassment shall provide grounds for discipline up to and including dismissal.

Grievances relating to harassment, including sexual harassment or discrimination shall be handled in accordance with the Collective Agreement and the Co-op's policy. Complaints of discrimination and/or harassment shall be treated seriously so as protect the confidentiality of the complainant. The parties agree in the event of a formal complaint of discrimination and/or harassment a thorough joint investigation will take place. No employee shall be subjected to reprisal, threat of reprisal or discipline as a result of raising any complaint of discrimination and/or harassment of any kind in good faith.

During the investigation, if an employee is unable to work and this claim is supported by medical documentation, the employee shall be kept whole while on leave. The Employer agrees that the results of any investigation will be communicated to the complainant along with any corrective action that has been taken to address the complaint.

ARTICLE 5: NO STRIKE OR LOCK-OUT

5:01 The Union agrees that there will be no strike and the Co-op agrees that there will be no lock-out during the term of this Agreement.

The word "Strike" and the word "Lock-Out" shall be deemed to have the meaning given these words in the Ontario *Labour Relations Act, 1995*, S.O. 1995, c. 1, Sched. A.

ARTICLE 6: UNION SECURITY

6:01(a) All employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members in good standing during the term of this Agreement.

6:01(b) All new employees hired after the effective date of this Agreement shall authorize the Co-op to deduct from their wages an initial amount set by Local 333 and the regular monthly union dues. Then upon completion of their probationary period, be required as a condition of employment, to become members of the Union and to remain members in good standing during the term of this Agreement.

6:02(a) The Co-op will deduct from all bargaining-unit employees, the amount of monthly dues which the Union uniformly levies upon its members in accordance with its constitution and Local Union by-laws once each pay period and remit same to the Financial Secretary of Local 333 of the Union not later than the fifteenth (15th) day of the following month. Exclusive of shift premiums, overtime, bonuses and incentives.

Should the Union require any change in the amount of Union dues; the Local Union will advise the Co-op in writing two (2) weeks prior to the effective date of such change.

6:02(b) A list setting out each employee's name, address, telephone number, employee hourly rate, and total hours worked shall accompany the cheque. Should any employee not have paid the required monthly dues, the reason for such nonpayment shall be stated on the list.

6:03 There shall be a probationary period of six (6) months for all new employees. Where a probationary employee fails to meet the requirements of the position, the employee may be released from employment at the discretion of the Co-op. Such release from employment shall not be subject to Article 24 (Arbitration)

Procedure.) Such probationary period shall be pro-rated for a Part-time employee based on the length of his or her workweek.

6:04 The Employer agrees to allow UNIFOR to place a Union decal on the premises; such decal to be no larger than six (6) inches by six (6) inches.

ARTICLE 7: UNION REPRESENTATION

7:01 The Co-op acknowledges the right of the Union to appoint or otherwise select from among the employees of the Co-op a Union Committee, composed of one chairperson and one steward, and will recognize the said Committee for the purpose of negotiating renewal amendments and for attending grievance meetings with representatives of the Co-op, provided that no more than two (2) such members shall attend such meetings.

7:02 The parties agree to establish a Labour/Management Relations Committee consisting of two (2) representatives of the Union and two (2) representatives of the Co-op. The committee may meet every three (3) months, or more frequently by mutual agreement, at a time mutually convenient to the Co-op and the Union, without loss of pay to any party, to discuss matters of mutual concern. Either party may bring a resource person upon consent of the parties.

7:03 If at such times the Co-op requires the Union Committee members to meet either prior to or after regular working hours employees will be paid their regular hourly rate. It is to be understood negotiations and arbitrations are excluded.

7:04 The Co-op shall pay a maximum of eight (8) days regular wages to be divided between the union's designees for the purpose of attending to Union business. Such paid days shall be to a maximum of four (4) days per member, annually. The Union will provide a minimum of two (2) weeks' notice when such time off is required.

ARTICLE 8: UNION SENIORITY

8:01 Seniority, as referred to this Agreement shall mean length of continuous service in the employ of the Co-op.

8:02 An employee will have no seniority until the employee has completed the probationary period.

Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing from the date the employee commenced the current period of employment with the Co-op.

8:03 The Co-op will post seniority list at a central location and shall revise such list every four (4) months, if and when changes occur. Normal classifications will be indicated. A copy of such list shall be made available to the Union. Where two (2) or more employees have the same seniority date, the employee whose application was first processed shall be deemed to have the greatest seniority.

8:04 An employee shall lose seniority standing and the employee's name shall be removed from the seniority list and staff roll for the following reasons:

- (1) If the employee quits employment with the Co-op;
- (2) If the employee is discharged for cause and such employee is not reinstated pursuant to the provisions of the Grievance Procedure herein;
- (3) If any employee has been on lay-off for twelve (12) continuous months;
- (4) If the employee retires.
- (5) If the employee abandons his or her position by failing to report on three (3) consecutive workdays without approval.
- (6) Notwithstanding subparagraph 5 above, if because of an emergency, the employee must begin a leave before advising the employer or seeking approval, the employee shall advise the Employer of the leave as soon as possible after beginning it and where a bona fide emergency exists, the employee will not be deemed to have abandoned his or her position.
- (7) For purpose of this article, bona fide emergency means emergency leave as defined at Section 50 of the Ontario *Employment Standards Act, 2000*, S.O. 2000, c. 41.

ARTICLE 9: HOURS OF WORK

- 9:01**
- (1) The normal work week for the Coordinator and Administrative Assistant, is thirty-five (35) paid hours, Monday to Friday.
 - (2) The normal week for Maintenance Coordinator and Maintenance Worker is thirty-five (35) paid hours, Monday to Friday.

- (3) The normal work week for the Cleaner is thirty-five (35) paid hours for a five (5) consecutive day work week.

The work week will be determined by the Employer at the time of hiring and once determined may only be changed by mutual agreement between the Employer and the Union.

- (4) The normal work week for the Financial Administrator is thirty (30) paid hours Monday to Friday.

- (5) The normal work week for the Part-Time Cleaner is fifteen (15) paid hours per week for a two (2) day work week.

The work week will be determined by the Employer at the time of hiring and once determined may only be changed by mutual agreement between the employer and the Union

9:02(a) There shall be one (1) paid break of fifteen (15) minutes for each one half (1/2) day worked.

9:02(b) One (1) hour unpaid lunch period.

9:03(a) The hours of office coverage is as follows:

- i) Monday – Friday - 9:00 a.m. to 5 p.m.;
- ii) Two (2) evenings per week - 5:00 p.m. to 7:00 p.m.

It is to be understood that the two (2) evenings per week will be determined by the coordinator in consultation with the Board of Directors.

9:03(b) The days and hours of work and office coverage may be changed by mutual agreement.

ARTICLE 10: OVERTIME

10:01 All overtime work shall be voluntary, except in case of emergency.

10:02 Except in the case of emergency, overtime shall be authorized by way of email, by the Personnel Officer prior to being worked. Where it was not possible to seek pre-approval, overtime worked must be reported by way of email to the Personnel Officer by the end of the next business day.

10:03

The employee will be paid for every hour worked, according to the following schedule:

- a) For hours thirty-six (36) through forty (40) in a given week, the employee will receive payment equivalent to the regular hourly amount of remuneration.
- b) For the hours in excess of forty (40) in a given week, the employee will receive payment equivalent to one and one half (1 1/2) times the regular hourly amount of remuneration.
- c) All employees with a work schedule less than thirty-five (35) hours and more than twenty-three (23) hours in a given week will receive payment equivalent to the regular hourly amount of remuneration for the first five (5) hours worked in excess of their regular schedule of hours.

For the hours in excess of the above in a given week, the employee will receive payment equivalent to one and one-half (1 1/2) times the regular hourly amount of remuneration.

For clarification an employee who is normally scheduled for a twenty-five (25) hour week will be paid at straight their normal rate for hours twenty-six (26) through thirty (30) hours in excess of thirty (30) will be paid at one and one half (1 1/2) their regular hourly rate.

Full time employees will be entitled one (1) hour of lieu time for every one (1) hour worked in excess of thirty-five (35) hours in a week up to forty (40) hours of work in a week or paid at overtime rate for any hours after forty (40) hours in a week (bank at one and one half (1 1/2) times for overtime hours). Up to thirty-five (35) hours can be banked and the employee shall use the lieu time within three (3) months. Banked time off will be scheduled with mutual agreement between employee and Personnel Officer or their designate, in writing. Any time off in lieu not taken will be paid out at time at the end of the three (3) months.

10:03.01

The Part-time Cleaner will be paid for every hour worked, according to the following schedule:

- a) If the Part-time cleaner temporarily performs the job of the Full-Time Cleaner, the hourly rate for this work will continue to be determined by the Part-Time Cleaner's seniority and the Salary Scale, Appendix "A" of the Collective Agreement.
- b) For hours Fifteen (15) through thirty (30) in a given week, the employee will receive payment equivalent to the regular hourly amount of remuneration.
- c) For the hours in excess of thirty (30) in a given week, the employee will receive payment equivalent to one and one half (1 1/2) times the regular hourly amount of remuneration.

- 10:04** The wage for overtime shall be the hourly wage when the overtime was worked, regardless of when the overtime is paid.
- 10:05** The employee must submit a claim for the overtime hours worked on a monthly basis in the manner approved by the Co-op.
- 10:06(a)** An employee who has been called back after completing the scheduled hours of work for the day and after leaving the Co-op's premises or called in on a scheduled day off, shall receive four (4) hours' pay at the employee's straight time hourly rate or the overtime rate of time and one-half ($1\frac{1}{2}$) for the hours worked, whichever is greater.
- 10:06(b)** Where, in an emergency situation and as a result of a problem arising, the Co-op or its agent, in lieu of calling an employee back to work may contact an employee to obtain information regarding the operation and/or repair of equipment, the employee shall be entitled to compensation equivalent to one (1) hour's pay at the straight-time rate or the straight time rate of pay for the duration of each call, text or e-mail whichever is greater.

ARTICLE 11: REMUNERATION

- 11:01** Rates of pay for all positions are set forth in Schedule "A" attached hereto, and are hereby declared to form part of this Agreement.
- 11:02** Salary due to each employee shall be paid bi-weekly on Fridays or such other regular pay day as may be agreed upon between the Co-op and the Union.
- 11:03** In the event an employee is temporarily assigned the duties of a higher-rated position for a period of 3 days or more, the employee shall receive the rate of the higher-rated position for the full period of the assignment. If an employee is temporarily assigned the duties of a lower-rated position, the rate of pay of the employee's normal position will be maintained.

Where an employee is awarded bargaining unit position with a higher maximum salary than the employee's previous position, the employee shall be placed at the salary step that ensures a salary increase at least equal to the salary at the next step in the employee's existing salary grid.

Where an employee is awarded a bargaining unit position with a lower maximum salary than the employee's previous position, the employee shall be placed at the salary step that is consistent with the employee's existing salary step. For clarity, an employee who is at step three will be placed at step three.

11:04 Wage Schedule "A" shall be adjusted annually by an amount equal to the annual increase in the cost of living based on the Canada Pension Plan COLA index formula applied on January 1st of each year: (average the index for 12 consecutive months, divide the result by the average of the preceding 12 months, multiply by 100, and then subtract 100).

It is understood that the COLA adjustment is going to be suspended for the life of this Agreement.

ARTICLE 12: VACANCIES

12:01 All vacancies within the bargaining unit will be posted within five (5) days of the vacancy occurring and will remain posted internally for five (5) days, where the qualifications, skills, education, experience and ability are relatively equal between two candidates. The seniority will govern who gets the position.

12:02(a) The Co-op will advise the Union of any new bargaining unit positions before they are put into effect.

12:02(b) When the new bargaining unit position is created or significant changes made to an existing bargaining unit position, the Co-op will discuss with the Union the salary to be paid. If an agreement cannot be reached, the matter may be the subject of a grievance up to and including arbitration, as provided for in this Agreement.

12:03 From time to time, the Co-op may in its sole discretion hire workers to cover any temporary absence of a bargaining unit member, including for vacation, sick leave, compassionate leave or personal emergency leave, for a period no longer than sixty (60) days, at which time will count towards the purpose of hiring and service; ninety (90) days for special projects, at which time will count towards the purpose of hiring and service. Such workers will be referred to herein as casual employees and the terms and conditions of their employment shall be governed by the Collective Agreement except where otherwise indicated. Notwithstanding the above, casual employees shall not be governed by any Collective Agreement provisions that exceed the requirements of the Ontario *Employment Standards Act, 2000*, S.O. 2000, c. 41 with respect to Vacation, Compassionate, Personal Days, Personal Emergency Leave, Professional Development, Sick Leave, Benefits (except 21.04 and 21.05). Casual employees will be paid the rate of pay indicated in the Collective Agreement. Requests by the Employer to pay a rate that is different from the rates in Schedule A will be made on a case -by -case basis. Such request will not be unreasonably denied by the Union

12:04 Casual employees will remain on probation for the duration of their employment and will not accrue any seniority status. Notwithstanding any other Article in the Collective Agreement, a casual employee's employment with the Co-op will end for all purposes upon receiving written notice that his or her services are no longer required, or upon the return to work of the bargaining unit member who the casual employee was hired to replace, whichever comes first.

12:05(a) There will be hiring of one (1) summer student who will not be part of the bargaining unit and as such will not be covered under the provisions of the current Collective Agreement. The Ontario *Employment Standards Act, 2000*, S.O. 2000, c. 41 shall apply in lieu of.

The summer student will be recruited from Service Canada for the months starting the beginning of May, June, July, and August (Service Canada notifies of candidate at the end April to the Employer, and school resumes September).

The hiring of the summer student would not have any negative impact on the employees of the bargaining unit, specifically but not limited to the reduction of hours of work. The summer student will not be performing bargaining unit functions.

12:05(b) High School, College and University Co-op students may from time to time be placed at the Co-op as part of their program of studies for 3-4 months.

Remuneration will be commensurate with Service Canada "Summer Works" program.

ARTICLE 13: PAID HOLIDAYS

13:01 The employees will be paid their regular rate of pay for the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- Thanksgiving Day
- One-Half Day December 24th
- Christmas Day
- Boxing Day
- One-Half Day December 31st
- National Day for Truth and Reconciliation

- 13:02** An employee who is required to work on any of the holidays listed in Article 13:01 shall be paid at time and one half ($1\frac{1}{2}$) of the employee's straight hourly rate for all hours so worked, and in addition, the employee will receive holiday pay if entitled to the payment provided in Article 10:01.
- 13:03** Where a holiday, as provided in Article 13:01, falls during the employee's vacation, the day shall be considered a paid holiday and shall not count as a vacation day.
- 13:04** In the event that any of the holidays listed in Article 13:01 falls on a Saturday or Sunday, the day will be taken as may be determined by the Government of Ontario for its employees, or as mutually agreed to between the Co-op and staff.
- 13.05** Part time employees are entitled to pay as per the Ontario *Employment Standards Act, 2000*, S.O. 2000, c. 41.

ARTICLE 14: VACATIONS

- 14:01** The Co-op's vacation year runs from July 1 to June 30. On July 1 of each calendar year, the Co-op shall credit Full-time employees with vacation credits as follows:
- i) One and a quarter ($1\frac{1}{4}$) days per month during the first four years of service (three (3) weeks per year).
 - ii) One and two third ($1\frac{2}{3}$) days per month after four (4) years of service (four (4) weeks per year).
 - iii) Two and one twelfth ($2\frac{1}{12}$) days per month after seven (7) years of service (five (5) weeks' vacation).
- 14:01.01** An employee is entitled to vacation credit for each month during which the employee works, is on an approved leave of absence with pay or is on pregnancy or parental leave.
- 14.01.02** Upon completion of the probationary period, and with the approval of the Co-op, an employee may take vacation up to the extent of his or her vacation credit and his or her vacation credit shall be reduced by the number of days taken.
- 14.01.03** Vacation credits shall be pro-rated for a part-time employee based on the length of his or her workweek.
- 14.01.04** Vacation pay shall be paid at the time the employee takes vacation.
- 14:02** Vacation taken in excess of the employee's credits at the time the employee ceases to be an employee of the Co-op, shall be deducted from any money owing

to the employee such as termination, notice or final salary. An employee shall be paid for any unused vacation standing to the employee's credit as at the date the employee ceases to be an employee.

14:03 Vacation credits must be taken as time off in the year the credits are earned except that the employee may carry over up to ten (10) vacation days to be used by June 30th of the following year.

14:04 The Co-op in consultation with the employee shall determine the scheduling of vacation time. No vacation request will be unreasonably denied. The parties understand and agree that conforming to operational requirements will be a factor in determining vacation schedules. Failing agreement, the Co-op shall determine the scheduling of vacation.

14:05 No vacation pay shall accrue to an employee during an unpaid Personal Leave of Absence of longer than twenty-eight (28) calendar days.

ARTICLE 15: SICK LEAVE

15:01 The employee is entitled to paid Sick Leave accrued at one and one-quarter (1 1/4) days per completed month of service for illness or medical appointments. This will be prorated for part-time and probationary employees.

15:02 Sick Leave may accumulate to a maximum of fifteen (15) leave days. Any monthly accrual that would result in a greater number of credits shall immediately be forfeited.

Unused Sick Leave has no monetary value and such credit shall be reduced to zero upon termination of employment.

15:03 After two (2) consecutive working days of absence, the Co-op may require the employee to produce a certificate of a legally medically qualified practitioner certifying that the employee was medically unable to attend to regular duties and is now fit to return to work prior to granting paid Sick Leave. The Co-op will pay the reasonable cost associated with this certificate upon production of an appropriate invoice or receipt.

ARTICLE 16: LEAVE OF ABSENCE

16:01 PERSONAL LEAVE:

An employee may request permission from the Co-op to take unpaid personal leave, not to exceed ninety (90) calendar days in any twenty-four (24) month period. No request shall be unreasonably denied.

16:02 PARENTAL AND ADOPTIVE LEAVE:

1. If the employee is giving birth to a child, they shall be allowed up to fifteen (15) days of leave with pay.
2. If the employee's spouse (including same-sex spouse) is giving birth to a child, the employee shall be allowed up to fifteen (15) days of leave with pay.
3. If the employee is adopting a child, the employee will be allowed up to fifteen (15) days of leave with pay.
4. Employees shall be entitled to unpaid pregnancy and parental Leave in accordance with the Ontario *Employment Standards Act, 2000*, S.O. 2000, c. 41, however such leave shall be inclusive of and not in addition to any leave taken under part 1, 2 or 3 above.

16:03 COMPASSIONATE/ BEREAVEMENT LEAVE

Should a death or terminal illness (terminal illness shall be defined as an illness that requires hospice care) occur in the family of an employee, the Co-op shall grant Compassionate Leave with pay at the employee's straight time hourly rate, pro-rated for the Part-time employee and provided that:

- i) The employee has completed the probationary period;
- ii) Compassionate Leave shall be granted as follows:
Up to five (5) days of paid leave for Spouse/Partner, (includes same sex relationship), Child, Parents, Step-parents, Sister, Brother, Grandparents, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, an individual who is dependent on the employee for care or assistance, niece, nephew and Grandchildren.

The same may be granted for other individuals at the Co-op's discretion. Such leave shall not be unreasonably denied.

When a death occurs in the employee's immediate family, as defined above, while the employee is on vacation, then the applicable days of Compassionate Leave shall be allowed and be provided.

Up to ten (10) days Compassionate leave without pay may be granted if requested by an employee.

No pyramiding of leave.

Compassionate Leave granted under Article 16:03 is inclusive of, and not in addition to, emergency leave days provided under the Ontario *Employment Standards Act, 2000*, S.O. 2000, c. 41.

16:04 JURY DUTY AND SUBPOENAED WITNESS LEAVE:

The Co-op agrees to pay an employee who is summoned for jury duty or witness duty the difference between the employee's pay received, exclusive of any expenses received, as a juror or witness and the pay the employee would have received had the employee worked the regularly scheduled working hours at the employee's straight time hourly rate. To qualify for such make-up pay the employee must promptly notify the Co-op of one's selection for jury duty or witness duty, must furnish proof of service amount received for jury duty or as a witness and must return to work at every reasonable opportunity during the period of such jury or witness duty.

16:05 PERSONAL EMERGENCY LEAVE

The employee is allowed up to five (5) days with pay for personal emergencies at the discretion of the employee. These days shall not be cumulative from year to year and are intended for

- (i) A personal injury, illness or medical emergency;
- (ii) the death, illness, injury or medical emergency of an individual described below; or
- (iii) an urgent matter that concerns the employee or an individual described below.

For purposes of this article, an individual includes a Spouse/Partner (includes same sex relationship), Child, Parents, Step-parents, Sister, Brother, Grandparents, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law, an individual who is dependent on the employee for care or assistance, niece, nephew and Grandchildren.

Personal emergency leave entitlement shall be pro-rated for the part-time employee based on the length of his or her workweek.

No pyramiding of leave.

16:06

PAID EDUCATION LEAVE

The Employer agrees to pay into a special fund an amount of One Thousand (\$1,000.00) per year to provide for a Unifor Paid Education Leave (PEL) program. The PEL program is held at the Unifor Family Education Center (FEC) located on the shores of Lake Huron, in Port Elgin, Ontario and offers educational training and courses to union members working in every sector of the economy.

Such payment will be remitted on an annual basis into a trust fund establish by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
115 Gordon Baker Road
Toronto, ON M2H 0A8

The Employer shall approve education leave for the members of a bargaining unit at the request of the Union. Any member of the bargaining unit is eligible to apply for the PEL and candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. employees on PEL leave of absence will continue to accrue seniority and service. The Employer will pay \$1,000.00 starting each year of the Agreement on Sept 1st.

When a member of the bargaining unit is selected by the Union to attend the PEL program, the cost of the member's room and board, wages, mileage and per diem will be covered by the fund. The Employer will pay for the employee's wages while they are attending the PEL program and the Union will reimburse the Employer out of the fund for the total wages paid.

16:07

DOMESTIC VIOLENCE

The Co-op recognizes that employees may face domestic violence or abuse that may affect their attendance and performance. The Co-op and the Union agree when there is adequate verification from a recognized professional (i.e. doctor, registered counsellor) that the employee who is in an abusive or violent situation will not be subject to discipline if the absence was caused (at least in part) by the abusive or violent situation. The Co-op will grant an additional five (5) paid days leave for Domestic Violence above legislation entitlement.

ARTICLE 17: PROFESSIONAL DEVELOPMENT

17:01

Fulltime employees shall be entitled to forty (40) hours per year with pay for professional development, professional meetings or for other directly job-related

educational purposes. The schedule for such leave shall be arranged between the employee and the Co-op. However, there could be cases where an employee could require more training hours and any request for training will not unreasonably be denied. Professional-development leave shall not accumulate from year to year.

Professional Development hours shall be pro-rated for a Part-time employee based on the length of his or her workweek.

17:02 Payment of costs related to professional development, including course fees and provision for additional professional-development time, shall be at the discretion of the Co-op, and payment will only be made if the individual obtains a passing mark in the course and presents that documentation to the Co-op.

17:03 The Co-op may direct the employee to take a course to upgrade job skills. Where the employee is so directed, the Co-op shall pay one hundred percent (100%) of the tuition fee directly to the educational institution, and shall reimburse the employee for necessary textbooks, which shall become the property of the Co-op. The employee will be given leave with pay to attend the course, and such leave shall be addition to the provisions of Article 17:01.

ARTICLE 18: HEALTH AND SAFETY

18:01 The Union and the Co-op agree to abide by Federal, Provincial and Municipal legislation related to Health and Safety.

18:02 The Maintenance coordinator and Maintenance Workers and Maintenance Cleaners shall be supplied with CSA - approved footwear the value of which shall not exceed one hundred and fifty (\$150.00) dollars annually and any other protective equipment necessary to perform their duties.

The Co-op will provide rain gear and rubber boots

ARTICLE 19: SEVERANCE PAY

19:01 In the event of a permanent lay-off, each employee will receive two (2) weeks' pay for each full year of continuous service. Such payment shall be based on the employee's authorized hourly wage rate in effect at the time he/she is laid off.

ARTICLE 20: EXPENSES

20:01 The employee is entitled to reimbursement at the end of each month for the following expenses incurred in the performance of duties, excluding travel to and from work, except as provided in (iii - v) below:

- i) Employees using their private vehicles while conducting authorized business for the Co-op shall receive an allowance of \$0.70 per kilometer, upon presentation of a travel log maintained in a form approved by the Co-op.
- ii) Actual fares for parking, bus, train or air travel, upon presentation of valid receipts.
- iii) Actual fares for ride share services (i.e., taxi, Uber, Lyft) taken to get home when the employee is required to attend Board or Committee meetings ending later than 9:30 p.m., or when at the workplace for more than ten (10) hours in one day, upon presentation of valid receipts.
- iv) Travel expenses (allowance at the rate of \$0.60 per kilometer or taxi fare) between the employee's home and the Co-op incurred when the employee is required by the Co-op to report to work during non-scheduled hours in response to an emergency situation.

ARTICLE 21: BENEFITS

21:00 For purposes of this article, a permanent full -time employee is an employee who works twenty-four (24) hours or more each week on a permanent basis.

21:01 The Co-op shall provide the benefits as set out in the Co-operative Housing Federation of Canada (CHFC) plan or the equivalent at no cost to the employee, with the exceptions noted below Vision Care - The Employer will top up the CHFC Benefits Package by \$100.00.

Semi-private hospital coverage to be maintained by the Optional Semi Private Hospital Coverage offered through CHF Canada Group Insurance Program.

The Co-op will reimburse employees for any dispensing fees over \$3.00 paid for any person covered under the benefit plan

The employees agree to dental cleaning every nine (9) months as per the plan, unless advised by their dentist that more frequent cleaning is necessary. Written proof of this advice must be presented. The Co-op will reimburse the employees for any expense incurred for necessary cleaning more frequent than every nine (9) months.

The Co-op agrees to reimburse the employee for the cost of medical coverage insurance that extends to ninety (90) days should the employee travel out of country past the CHFC Program, thirty (30) day coverage.

21:02 While the employee is waiting to receive disability benefits which have been authorized by CHFC plan, the Co-op will maintain the employee's regular benefits and will advance funds to the employee, upon the employee's request. The funds will be equal to the monthly amount the employee will receive from the disability benefits. The employee may request advance funds in a lesser amount if employee chooses. The employee shall reimburse the Co-op in accordance with a repayment schedule agreed to by the employee and the Co-op prior to any disbursement of funds.

21:03 i) For employees hired on or after September 1, 2008, once an employee has completed the probationary period, The Co-op shall contribute five percent (5%) of the employee's annual base salary to a Registered Retirement Savings Plan (RRSP) to a financial institution of the employee's choice. For employees hired prior to September 1, 2008, the Co-op shall contribute eight percent (8%) of the employee's annual base salary to a Registered Retirement Savings Plan (RRSP) to a financial institution of the employee's choice.

Effective September 1, 2025, for employees hired on or after September 8, 2008, once an employee has completed the probationary period, the Co-op shall contribute five and one-half percent (5.5%) of the employee's annual base salary to a Registered Retirement Savings Plan (RRSP) to a financial institution of the employee's choice. For employees hired prior to September 1, 2008, the Co-op shall contribute eight-and-half percent (8.5%) of the employee's annual base salary to a Registered Retirement Savings Plan (RRSP) to a financial institution of the employee's choice.

Such contribution shall be made on a monthly basis. The employee shall have sole ownership of such RRSP.

21:04 When an employee is required to work at the Co-op for more than ten (10) hours in one day, the employee is entitled to claim a meal allowance of \$20.00, unless a meal is provided.

21:05 The Co-op shall provide a parking space for each employee who requires one.

ARTICLE 22: BULLETIN BOARD

22:01 The Co-op will furnish the Union with a Bulletin Board for use of the Union in posting Union Notices and Official Papers. Notices will be posted only by the authorized Union Representative and will be keeping with the spirit and intent of this Agreement.

ARTICLE 23: GRIEVANCE PROCEDURE

23:01 The Co-Op and the Union acknowledge the importance of resolving disputes that arise from the interpretation, application, administration or alleged violation of this Collective Agreement at an early stage in order to foster a harmonious and productive working environment. The parties acknowledge the importance of full disclosure of issues to allow open discussion throughout the grievance process. No grievance shall proceed unless the employee has first brought the matter to the Personnel Officer or designate for resolution within five (5) days of the date the circumstances giving rise to the dispute have occurred.

23:02 Should a grievance arise it shall be handled in accordance with the following procedure:

STEP 1: The employee, together with the employee's Steward, may file the grievance with the Personnel Officer or designate on an approved form within than ten (10) days from the date the employee first brought the matter to the Personnel officer or designate and no later than five (5) working days from the date the Personnel Officer or designate responded to the employee. The grievance form must indicate the nature of the alleged violation, the relevant articles of the Collective Agreement, the date of the alleged violation, the date the matter was raised with the Personnel Officer, and the date of the Personnel Officers or designate' s response. If the Union does not file the grievance within the time frame, it shall be deemed to be abandoned and no arbitrator will have jurisdiction to hear the grievance.

The Personnel Officer or designate shall give a decision within ten (9) working days from the date of the receipt of the grievance.

STEP 2: If the Personnel Officer or designate does not settle the matter to the satisfaction of the employee within the required time, the Union may file the grievance with the President of the Board of Directors. The President shall render a decision in writing within ten (10) working days from receipt of the grievance, and submit the decision to the Union. If the Union does not file the grievance within the time frame, it shall be deemed to be abandoned and no arbitrator will have jurisdiction to hear the grievance.

23:03 A claim by an employee that the employee has been unjustly discharged without cause may be treated as a grievance provided that the employee files a written grievance with the Co-op within five (5) working days after the employee is discharged. In case of discharge or suspension, the grievance may commence directly to Step Two.

- 23:04 (a)** A Co-op grievance may be taken up with the Union. In all cases, the Union's decision regarding same will be given in writing and failing satisfactory settlement, the grievance shall be subject to the Arbitration Procedure set out in Article 24 of this Agreement. Time limits apply to Co-op grievances in the same manner as union grievances.
- 23:04(b)** A Union grievance may similarly be taken up with the Co-op on matters of a general nature relating to this Agreement, provided that such grievance cannot be otherwise brought forward as the grievance of an employee or group of employees pursuant to the provisions of Article 23:02 of this Agreement. The Coop decisions in such cases shall be given in writing and, failing satisfactory settlement, the grievance shall be subject to the Arbitration Procedure set out in Article 24 of this Agreement.
- 23:04(c)** The time limits herein specified may be extended by mutual agreement in writing.
- 23:05** An employee will have the right to have a Steward present when the employee is being formally disciplined, investigated, or if the employee so desires.
- The Co-op will supply the Union with the copy of any written warning or reprimand issued to an employee.
- 23:06** An employee's discipline record shall be cleared after twelve (12) months provided that the cause for the disciplinary action has been satisfactorily rectified within the twelve (12) month period. Incidents involving Health and safety violations or workplace harassment/Violence, discipline record shall be cleared after eighteen (18) months.
- 23.07** Both parties have agreed on including Mediation as an avenue to explore prior to arbitration. There must be mutual agreement each time for a grievance to be referred to Mediation. Mediation shall not unreasonably be denied by either party.

ARTICLE 24: ARBITRATION PROCEDURE

- 24:01** If the grievance remains unsettled following the procedure set forth in Article 23 of this Agreement, it may be submitted to arbitration provided that the party calling for arbitration notifies the other party, in writing, to that effect not more than seven (7) working days after the date the decision is rendered at Step 2 of the Grievance Procedure. If the grievance has not been referred to arbitration within seven (7) working days after the decision was due in Step 2, the grievance will be deemed to be abandoned and no arbitrator will have jurisdiction to hear the grievance.

24:02(a) When either the Co-op or the Union requests that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party of this Agreement, and shall at the same time nominate the arbitrator within thirty (30) days. If within thirty (30) days they fail to agree upon an impartial arbitrator such impartial arbitrator shall, at the request of either of the nominated arbitrators, be appointed by the Minister of Labour of the province of Ontario.

The Co-op and the Union may agree on a sole arbitrator.

24:02(b) The time limits herein specified may be extended by mutual agreement.

24:03 The Arbitrator shall set the procedure for the hearing.

24:04 The Arbitrator shall not be given any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

In cases involving discharge and suspension, however, the Arbitrator may uphold the Co-op's action in discharging or suspending the employee, or may order reinstatement of the discharged or suspended employee with full compensation for lost time or may issue such other decision within these limits which, in the Panel's opinion, is just and equitable in the circumstances.

24:05 Each of the parties hereto will bear the expenses of the arbitration. Where the parties agree to a sole arbitrator, the parties will jointly and equally bear the expenses of the Arbitrator.

24:06 No matter may be submitted to arbitration which has not been properly carried through all stages of the Grievance Procedure.

24:07 The time limits set out in the Grievance Procedure and Arbitration Procedure of this Agreement may be extended at the discretion of the Arbitrator.

ARTICLE 25: DURATION

25:01 This Agreement shall be effective from September 1, 2024, and shall remain in force through August 31, 2027, and unless either party gives the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in effect, without change from year to year thereafter until terminated in the manner hereinafter provided.

Notice that amendments are required or that either party intends to terminate

the Agreement, shall be given during the period of not more than ninety (90) days and not less than thirty (30) days, prior to the termination date or anniversary date, in the event of any subsequent yearly extension as provided above.

All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario *Labour Relations Act, 1995*, S.O. 1995, c. 1, Sched. A.

ARTICLE 26: LEGISLATIVE CHANGES

26:01 If any part of the conditions of employment as outlined in the Agreement are determined to be illegal by any judicial or legislative action, the remaining articles shall continue to be operative.

If it is deemed necessary to renegotiate any Article for the purpose of legislative or judicial conformity, such negotiation shall be subject to the following:

- i) All changes must be by mutual consent; and
- ii) All changes will become a part of this Agreement.

ARTICLE 27: CONFIDENTIALITY

27:01 The employee shall keep confidential any information obtained about any member or employee of the Co-op in the course of her or his employment, except where that information is required for the functioning of the Co-op, in which case, the employee shall give the information only to the party that requires the information as follows:

- a) Information requested by the Board of Directors
- b) Information required by committees for the functioning of the Co-op
- c) Information required to insure the functioning of the Co-op by governments, crown agencies and corporations, funding agencies
- d) Where requested to release information to others by the Board of Directors

27.02 Employees shall use discretion in releasing information about the business affairs of the Co-op in any matter where the Co-op's interest may be harmed by the release of such information.

27.03 Upon direction by the Board, employees shall keep confidential any other matters concerning the Co-op.

27.02 Upon termination of employment, the employee shall deliver to the Co-op all documents, correspondence, plans or other written material, any copies thereof, and other physical properties which belong to the Co-op or is obtained during the course of employment, including all account usernames and passwords to any Co-op equipment, systems, files or data to which the employee had access.

27.03 "Conflict of Interest" refers to the obligation to act honestly and in good faith and in the best interest of the Co-op rather than in an individual's personal interest. Employees must make every effort to avoid Conflicts of Interest however should any potential Conflict of Interest arise in the course of his or her duties; employees must declare such in writing.

27.04 Breach of Confidentiality or Conflict of Interest shall be dealt with as a matter of discipline.

Signed at Toronto this 19 day of December 2024.

For the Union:

Linda McCombs
UNION STEWARD

Lisa Marks

Brian Smith

For the Employer:

Stacey Scholar
STACEY SCHOLAR, PRESIDENT

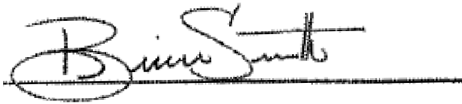
F.A. Mulin
F.A. Mulin Treasurer

Fahvin Hirji
Fahvin Hirji

LETTER OF AGREEMENT

“Any person elected to the Board of Directors and is given supervisory power over any members of the Bargaining Unit shall be required to attend a course provided by CHFC or such other organization as the Union and the Employer deems suitable on the subject of, or related to, labour relations in a unionized workplace.”

The Union

A handwritten signature in cursive script that reads "Brian Smith". The signature is written in black ink and is positioned above a solid horizontal line.

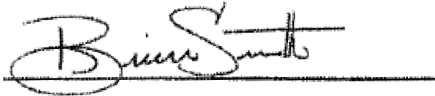
The Co-op

A handwritten signature in cursive script that reads "Wade Tott". The signature is written in black ink and is positioned above a solid horizontal line.

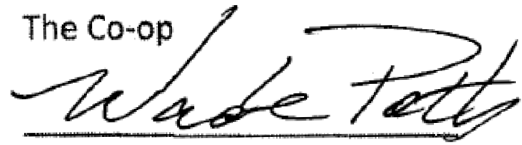
LETTER OF AGREEMENT - JOB DESCRIPTIONS

There will be no new job descriptions or changes to existing job descriptions without first having consultation with the Union. The Union and Co-op agree that this will be a standing agenda item on the Joint Labour Management Committee.

The Union

A handwritten signature in cursive script, appearing to read "Brian Smith", written over a horizontal line.

The Co-op

A handwritten signature in cursive script, appearing to read "Wade Petty", written over a horizontal line.

SCHEDULE "A" – WAGES

CA Wages effective Sept 1st
(as of Dec 19th 2024)

	Sept 1, 2024	Sept 1, 2025	Sept 1, 2026
	1.03	1.025	1.025
Co-ordinator	89,364.86	91,598.98	93,888.96
Financial Administrator	67,583.51	69,273.10	71,004.93
PT Cleaner	18,815.19	19,285.57	19,767.71
	24.12		
Maintenance Worker	60,000.00	61,500.00	63,037.50
Maintenance Cleaner	58,238.06	59,694.02	61,186.37
Administrative Assistant	60,000.00	61,500.00	63,037.50

For a new hire, the starting salary is placed on the SALARY SCHEDULE in the current contract year at the time of hiring. Thereafter, on the anniversary date of the contract - September 1 - any negotiated salary increase percentage would be applied to all staff, including the new hire.

SALARY FLOOR AND CEILING FOR INCOMING EMPLOYEES describes the starting salary range for all new employees joining the Hugh Garner staff in the listed positions. It describes a salary range so that a new employee can be assigned a starting salary based on the skills and experience a new hire will bring to a position. Example: a person bringing years of experience and/or credentials applicable to a position would warrant a higher starting salary than a recent graduate with little work experience.

TITLE	\$ FLOOR	\$ CEILING
Co-ordinator	70,792.00	80,313.00
35 hrs		
Financial Administrator	54,459.00	62,268.00
30 hrs		
Administrative Assistant	54,184.00	64,165.00
35 hrs		
Maintenance Worker	53,684.00	64,562.00
35 hrs		
Maintenance Cleaner	40,012.00	49,385.00
35 hrs		
P-T Cleaner	21.98	29.33
15 hrs		