

COLLECTIVE AGREEMENT

BETWEEN



Harbour Channel
Housing Co-operative

(hereinafter referred to as the "Employer")

-and-



unifor
Local333 | Canada

(hereinafter referred to as the "Union")

EFFECTIVE: APRIL 1, 2024

EXPIRY: MARCH 31, 2027

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ARTICLE 1 - PURPOSE

- 1.01** The general purpose of this agreement is to establish and to maintain collective bargaining relations between the Co-op, and the 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 Employer and the employees to promote at all times the progress of the Co-op by cooperating to the fullest extent in all matters having to do with the successful operations of the Co-op.

ARTICLE 2 - RECOGNITION

- 2.01** The Co-op recognizes the Union as the sole collective bargaining agent for all of its employees in the Municipality of Metropolitan Toronto, Ontario, save and except the Board of Directors and persons above the rank of the Board of Directors and those seasonal students, or those students working fourteen (14) hours or less a week.

- 2.02** Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established in this Agreement, except for the purpose of instructing, or in emergencies when regular employees are not available. 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 cooperative from performing such tasks as may have been performed prior to the issuance of the certificate by the Board, provided the performance of 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 3 - DISCRIMINATION AND HARASSMENT

3.01 Freedom of Association

Every employee is free to belong to, and to participate in the activities of any association, society, organization, club or group without censure, or disciplinary action by the Employer, subject only to the limitation that such membership and activity shall not interfere with the performance of the employee's responsibilities, duties or work obligations.

3.02 Discrimination Defined

The Employer, Union and all Harbour Channel Housing Co-Operative Inc., employees agree to comply with the Ontario *Human Rights Code*. All parties agree that there shall be no discrimination, interference, harassment or coercion exercised or practiced with respect to any employee, agent, members of Harbour Channel Housing Co-Operative Inc by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability.

3.03 Workplace Harassment Defined

- a)** "Workplace harassment" includes "sexual harassment" as defined below and "retaliation" as defined below and is one of a series of incidents involving unwelcome comments or actions concerning a person's race, nationality or ethnic origin, colour, religion, sex, marital or family status, sexual orientation, disability, age, union membership or activity, or political affiliation:
- i.** When such conduct might reasonably be expected to cause insecurity, discomfort, offence or humiliation to another person or group;
 - ii.** When submission to such conduct is made either implicitly or explicitly a condition of employment;
 - iii.** When submission to, or rejection of such conduct is used as a basis for any employment decision including but not limited to matters of promotion, raise in salary, job security or benefits affecting the employee, or;
 - iv.** When such conduct has the purpose of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- b)** For the purposes of this article "sexual harassment" is defined as one or a series of incidents involving unwelcome sexual advances, requests for sexual favours, or other verbal or physical conduct of a sexual nature:
- i.** When such conduct might reasonably be expected to cause embarrassment, insecurity, discomfort, offence or humiliation to another person or group;
 - ii.** When submission to such conduct is made either implicitly or explicitly a condition of employment;
 - iii.** When submission to or rejection of such conduct is used as a basis for any employment decision including but not limited to, matters of promotion, raise in salary, job security or benefits affecting the employee, or;
 - iv.** When such conduct has the purpose of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
 - v.** When such conduct has the purpose of interfering with a person's work performance or creating an intimidating, hostile or offensive work environment.
- c)** Types of behaviour which constitute sexual harassment include but are not limited to:
- i.** Sexist jokes causing embarrassment or offence, told or carried out after the joker has been advised that they are embarrassing or offensive, or that are by their nature clearly embarrassing or offensive;
 - ii.** Leering;
 - iii.** The display of offensive material of a sexual nature;
 - iv.** Sexually degrading words used to describe a person;

- v. Derogatory or degrading remarks directed towards members of one sex or one sexual orientation;
- vi. Sexually suggestive or obscene comments or gestures;
- vii. Unwelcome sexual flirtations, advances or propositions;
- viii. Unwelcome inquiries or comments about a person's sex life;
- ix. Persistent unwanted contact or attention after the end of a consensual relationship;
- x. Requests for sexual favours;
- xi. Unwanted touching;
- xii. Verbal abuse or threats; and
- xiii. Sexual assault.

d) Retaliation is any action taken against an individual in retaliation for:

- i. Having invoked the protection of this article whether on behalf of oneself or another individual;
- ii. Having participated in or co-operated in any investigation under this policy; or
- iii. For having been associated with a person who has invoked the protection of this article or participated in these proceedings.

3.04 Personal Harassment

For the purposes of this article the types of behaviour which constitute personal harassment include, but are not limited to verbal abuse or threats, offensive comments and actions deliberately designed to defame, demean, belittle or humiliate an individual or group, and includes physical assault, and can occur:

- i. At the office;
- ii. At work related social functions;
- iii. In the course of work assignments outside the office;
- iv. At the Co-operative Housing Federation of Canada Annual General Meeting;
- v. At work-related conferences or training sessions;
- vi. During work related travel;
- vii. Over the telephone; or
- viii. Elsewhere if the person harassed is there as a result of work-related responsibilities or a work-related relationship.

3.05 Complaint Procedure for Sexual and/or Personal Harassment

- i.** The employee shall file a written grievance within six (6) months of the alleged occurrence to either the Staff Liaison Officer (SLO) or to the Board of Directors directly;
- ii.** In the event that the employee has chosen to direct the complaint to the SLO, then the SLO will immediately inform the full Board of Directors of the Co-operative;
- iii.** An investigation shall be concluded within seven (7) days of the grievance being received;
- iv.** The Employer may request an extension for the investigation period from the Union. The extension, if granted, shall not, in any event, be longer than twenty-one (21) days from the date of the written grievance;
- v.** The Director, SLO or whoever has been given charge of the investigation shall complete a written report within five (5) working days of completing the investigation;
- vi.** The Union and the complainant shall be apprised of the recommendation(s) and/or actions to be taken;

- vii.** Where either party of the proceeding is not satisfied with the response to the grievance, the complaint will, within thirty (30) days, be referred to arbitration under Article 24 of the Collective Agreement.

ARTICLE 4 - NO STRIKE OR LOCKOUT

- 4.01** The Union agrees that there will be no strike and the Co-op agrees that there will be no lockout during the term of this Agreement.
The word "Strike" and the word "Lockout" shall be deemed to have the meaning given these words in the (Ontario) Labour Relations Act, A.S.O. 1990, Chapter 12, as amended.

ARTICLE 5 - UNION SECURITY

5.01 All employees who are members of the Union on the effective date of the Agreement shall, as a condition of employment, remain members in good standing during the term of this Agreement, be required to authorize the Co-op in writing to deduct from their wages the amount equal to the regular monthly union dues.

5.02 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.

5.03 (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 bylaws once each pay period and remit same to the Financial Secretary of Local 333 not later than the 16th day of the following month.

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.

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

S.I.N. will not be provided should the employee's request.

5.04 There shall be a probationary period of one hundred and eighty (180) calendar days for all new employees. During this period the employee may be dismissed for any reason.

5.05 No employee will be terminated as a result of new members being elected to the Board of Directors.

5.06 The Union agrees that the Employer has the exclusive right and function to manage and direct its operations and affairs including without limitation the following rights:

(a) To maintain order, discipline and efficiency and to make, alter and enforce rules and regulations to be observed by the employees; and

(b) to hire, classify, direct, promote, transfer, retire discipline, suspend and discharge employees; and to increase and decrease working forces; and

(c) to plan, direct and control the work and, operations of the Employer which includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary and work schedules

(d) The exercise of management rights will be subject to and conflicting terms of this agreement.

ARTICLE 6 - UNION REPRESENTATION

- 6.01** 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, and will recognize the said Committee for the purpose of negotiating renewal amendments and for attending grievance meetings with Management, provided that no more than two (2) such members shall attend at meetings with Management representatives.
- 6.02** The Co-op acknowledges the right of the Union to appoint or otherwise select from among the employees a maximum of two (2) Stewards.
- 6.03** **(a)** The parties agree to establish a Labour/Management Relations Committee. The Committee will meet once monthly during regular working hours, without loss of pay to discuss matters of mutual concern. Local 333 Business Agent and/or National Union Staff Representative may attend such meetings as well as other representatives of the Board of Directors of the Co-op. Where the meetings are held outside regular working hours or continue outside regular working hours, the time outside regular working hours will not be paid and will not be considered time worked.
- (b)** Such committees may meet at mutually agreeable times to discuss matters of mutual concern.
- 6.04** The Co-op shall pay two (2) employees their regular wages for days lost from work to attend to Union business. Such paid days shall be to an aggregate maximum of five (5) days annually. The Union will provide two (2) weeks written notice when such time off is required.
- 6.05** The employer agrees to allow UNIFOR to place a Union decal on the Harbour Channel Housing premises; such decal to be no larger than six (6) inches by six (6) inches.

ARTICLE 7 - HOURS OF WORK

- 7.01** The normal work week for the Co-ordinator, Administrative Assistant and Maintenance Worker is thirty-five (35) hours Monday to Friday as agreed to upon hire.
- 7.02** The hours of office coverage shall be scheduled to conform to the changing needs of the Co-op and shall include specific times when the office shall be open to the members. The schedule will consist of identified hours between 9 am — 5 pm and one evening per week. It is understood that from time to time situations may require the Board to close the office (e.g emergencies, holidays, off-site work related meetings etc). Should circumstances arise, the agreed upon office hours schedule may be changed only with the consent of both parties.
- 7.03** **(a)** There shall be two (2) breaks of fifteen (15) minutes each but not more than thirty (30) minutes per day.
- (b)** One hour unpaid lunch period,

7:04 (a) The hours of Office coverage is as follows:

(a) Monday Friday 9:00 a.m. to 5:00 p.m.

(b) One (1) evening per week 5:00 pm. to 7:00 pm

It is to be understood that the one (1) evening per week will be determined by the Co-ordinator.

(b) The hours of Maintenance coverage is, as follows:

Monday Friday, 8:00 am — 6:00 pm

7.05 The hours of work may be changed by mutual agreement.

ARTICLE 8 - OVERTIME

8.01 Overtime work shall be voluntary.

8.02 Except in the case of emergencies, overtime shall be authorized by the Staff Liaison Officer,

8.03 The employee shall have the option of receiving time and one-half (1-1/2) their rate of pay for all overtime hours worked or compensatory time off at one and one half (1-1/2) hours for all hours worked in excess of the employee's normal work day or work Week, Compensatory time off will be at a mutually agreeable time Employer and the Employee.

8.04 Meal Allowance

When the employee is required to work at the Co-op for more than ten (10) hours in one day she/he is entitled to claim a meal allowance of \$25.00.

ARTICLE 9 - WAGES

- 9.01** Classifications and rates of pay are set forth in Schedule 'A' attached hereto, and are hereby declared to form part of this Agreement.
- 9.02** An employee who has been called back to work after completing her/his regular shift and after leaving the Co-op premises shall be guaranteed a minimum of four (4) hours pay at her/his straight time hourly rate or time and one-half (1-1/2) for the hours worked whichever is greater.
- 9.03** **(a)** Whenever an employee is assigned to perform the regular duties of a higher rated position he/she shall be paid the minimum of the hourly rate for the position of the higher classification or an increase of \$.50 cents per hour, whichever is greater.
- (b)** All vacancies will be posted and internal applicants will be given priority. The Co-op, will advise the Union of any new positions before they are put into effect. When a new position is created, the Co-op will discuss with the Union the salary to be paid. If an agreement cannot be reached, the matter may be subject of a grievance up to and including arbitration as provided in this collective agreement.
- 9.04** The Co-op will advise the Union of any new job classifications before any new classifications are put into effect.

ARTICLE 10 - PAID HOLIDAYS

10.01 An employee 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
August Civic Holiday
Labour Day
Remembrance Day
One-Half Day Christmas Eve Day
Boxing Day
Christmas Day
Floating Holiday

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All remaining workdays between Boxing Day and New Year's Day.

- 10.02** An employee who is required to work on any of the holidays listed in Section 10.01 shall be paid at one and one half times (1.5) her/his straight hourly rate for all hours so worked, and in addition, she/he will receive holiday pay if entitled to the payment provided in Section 10.01.
- 10.03** An employee who is absent on vacation when a paid holiday occurs, as listed in Section 10.01 will receive an extra day's vacation added to the end of said vacation period.

10.04 In the event that any of the holidays listed above fall on a Saturday or Sunday, then the preceding Friday or the following Monday respectively will be substituted by the Employer for the holiday, which may be changed by mutual agreement.

ARTICLE 11 - VACATION

11.01 The vacation year is defined as the period from April 1 to the following March 31st. The Co-op shall grant annual vacations with pay as follows:

(a) Employees with less than two (2) years' service shall receive fifteen (15) days' vacation

(b) Employees with two (2) years of service but less than three (3) years of service shall receive twenty-two (22) days' vacation

(c) Employees with three (3) years of service shall receive twenty eight (28) days' vacation,

11.02 New full time employees accrue vacation entitlement from the date of hiring at the rate of 1.25 days per month for each full month of employment.

11.03 Vacation pay shall be paid at the straight time rate at the time the employee takes her/his vacation.

11.04 Vacation entitlement must be taken as time off.

11.05 The employee and the Co-ordinator and the Staff Liaison Officer shall determine when she/he will take her/his vacation time off.

11.06 Vacations must be taken by all employees by March 31st of the vacation year in which they were earned.

11.07 In the event the employee takes more than the 15 vacation days at one time, prior approval is required in writing by both the Staff Liaison Officer and the Board Treasurer.

11.08 Vacation days may be used up to one (1) year in advance within that current vacation year and the employee must have seniority greater than one year, provided that upon termination of employment, an amount equivalent to the unearned leave of vacation taken, calculated at the employee's current rate of remuneration, shall be deducted from any monies owing to the employee.

11.09 Employees who are employed for less than a full workweek shall accumulate vacation entitlement on a pro-rata basis.

ARTICLE 12 - SENIORITY

12.01 Seniority, as referred to in this Agreement shall mean continuous service in the employ of the Co-op.

12.02 An employee will be considered to be on probation and will have no seniority standing until she/he has completed one hundred and eighty (180) calendar days with the Co-op.

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

12.03 The Co-op will post seniority list at a central location and shall revise such list every four (4) months, if 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.

12.04 An employee shall lose seniority standing and her/his name shall be removed from the seniority list and staff roll for any of the following reasons:

- (1) If the employee quits her/his employment with the Co-op;
- (2) If the employee is discharged 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.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement. Should a grievance arise it shall be handled in accordance with the following procedure:

Step 1 The employee, together with her/his Local Chairperson shall take the matter up with her/his Staff Liaison Officer. The Staff Liaison Officer shall give his decision within five (5) working days from the date of the receipt of the grievance,

Step 2 If the Staff Liaison Officer does not settle the matter to the satisfaction of the employee, it shall be taken up by the Union Committee with the Board of Directors in writing within a further five (5) working days from receipt of the answer in Step 1 and a decision rendered in writing within five (5) working days from receipt of the grievance.

Step 3 The Business Agent/Financial Secretary and/or the Unifor National Representative, Union Committee and employee will meet with the Board of Directors.

13.02 A claim by an employee that she/he has been unjustly discharged or suspended will be treated as a grievance, provided that she/he files a written grievance with the Board of Directors within five (5) working days after her/his discharge, or suspension. In such cases, the First Step of the regular grievance procedure will be omitted.

13.03 An employee will have the right to have her/his Steward present when she/he is being formally disciplined. The Co-op will supply the Union with a copy of any written warning or reprimand issued to an employee.

13.04 A Co-op grievance may be taken up with the Union between the Management and the Union Committee. In all cases, the Union's decision will be given in writing and failing satisfactory settlement, the grievance shall be subject to the arbitration procedure.

A Union grievance may similarly be taken up with the Co-op, on matters of a general nature relating to the Collective 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 13.01 herein.

The Co-op's decisions in such cases shall be given in writing and, failing satisfactory settlement, the grievance shall be subject to the arbitration procedure.

13.05 The Employer would not rely upon a disciplinary record in the imposition of subsequent discipline if the past record has been cleared for a period of twelve (12) months.

ARTICLE 14 - ARBITRATION PROCEDURE

14.01 If the grievance remains unsettled following the procedure set forth in Article 13, it may be submitted to arbitration provided that the party seeking 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 3 of the grievance procedure.

14.02 (a) When either the Co-op or the Union request that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party to this Agreement, and shall at the same time nominate the arbitrator within five (5) days, thereafter the other party shall nominate an arbitrator. The two (2) arbitrators so nominated shall choose a third arbitrator who will act as Chairperson of the Board. If, within five (5) 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.

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

14.03 (a) Should the three (3) person Board of Arbitration not arrive at a majority decision, the decision of the Chairperson shall become the decision of the Board, and the decision of the Board shall be final and binding on both the Co-op and the Union

(b) The Co-op and the Union may agree on a sole arbitration.

- 14.04** The decision of the Arbitrator/Board of Arbitration shall be final and binding on the Employer; the Union, and the employee(s) affected provided, however, that in no event shall the Arbitrators/Board of Arbitration modify, or amend any of its provisions nor to make any decision in conflict with the provisions of this collective agreement.
- 14.05** Each party shall jointly bear the expense of the Arbitrator and each party shall absorb its own costs of arbitration including any compensation of advisors and witnesses.
- 14.06** No matter may be submitted to arbitration which has not been properly carried through all previous stages of the grievance procedure.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01** An employee may request permission in writing to the Employer to take unpaid personal leave. No request shall be unreasonably denied.
- 15.02** Parental and Adoptive Leave
- (a) If the employee or the employee's spouse is giving birth to a child, she/he shall be allowed up to fifteen (15) days of leave with pay. She/he shall be allowed up to six (6) months additional leave without pay under the following conditions:
- i) The employee shall apply to the Board at least three (3) months prior to the date of commencement of the proposed leave; and
 - ii) Upon return from such leave the employee shall remain as an employee of the Co-op for a minimum of one (1) year.
- (b) If the employee is adopting a child, she/he will be allowed up to fifteen (15) days of leave with pay.

15.03 Bereavement Leave

- (a) Each employee who is absent from work solely due to the death and funeral of the father, mother, son, daughter, brother, sister, husband or wife, same-sex partner, common-law partner, step-father, stepmother or step-child, ward or former guardian of such employee, shall be compensated for regularly scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay up to a maximum of five (5) consecutive working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral. An employee may be granted a further ten (10) days unpaid leave for travel time when appropriate, at the discretion of the Co-op Board of Directors.
- (b) Each employee who is absent from work solely due to the death and funeral of the mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, stepbrother, or step-sister, of such employee, shall be compensated for regularly scheduled hours missed by such employee (by reason of such absence) at his/her regular rate of pay up to a maximum of three (3) consecutive working days. Such leave may commence no earlier than the date of the death, and must be completed within seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.

- (c) When a death occurs in the employee's immediate family, as defined above, while the employee is on vacation, then the applicable days of bereavement leave shall be allowed and be provided.
- (d) An employee may be granted leave of absence with pay at the discretion of the Co-op Board of Directors, where such leave is requested solely due to the death and/or funeral of persons other than those specified in 15.02(a) and 15.02(c).

15.04 Sick Leave

- (a) Employees who have completed their probationary period by January 1st in any calendar year shall be credited with fifteen (15) Occasional sick leave days. These fifteen (15) days may be used during the calendar year to provide full pay for employees absent due to illness or disability. Such occasional sick leave days are not cumulative from year to year. Any of the 15 days not used during the calendar year will receive 3 days paid, straight time, in the first pay period following March 31st.
- (b) Employees who are employed for less than a full work week shall accumulate sick leave credits on a pro-rata basis.

15.05 Personal Leave

The employee may take personal leave without pay only with the permission of the Board. Such permission shall not be unreasonably denied.

- 15.06** The employee shall be entitled to paid leave for professional development, professional meetings or for other directly job-related educational purposes. Said leave will be subject to the approval of the Staff Liaison Officer. Approval shall not be unreasonably denied. The schedule for such leave shall be arranged by agreement between the employee and the Coordinator. Approval shall not be unreasonably withheld.
- 15.07** Payment of costs related to approved professional development, including course fees and provision for additional professional development time, shall be paid by the Co-op.
- 15.08** 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.

15.09 Paid Education Leave

LUMP SUM

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. Such payment will be remitted on an annual basis into a trust fund established 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. 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.

15.10 Domestic Violence

The Harbour Channel Housing Co-Operative Inc. recognizes that employees may face domestic violence or abuse that may affect their attendance and performance. The Co-Operative 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-operative may at its sole discretion grant an additional five (5) paid days leave for Domestic Violence

ARTICLE 16 - JURY DUTY AND SUBPOENAED WITNESS LEAVE

16.01 The Co-op agrees to pay an employee who is summoned for jury duty or witness duty the difference between her/his pay received, exclusive of any expenses received, as a juror or witness and the pay she/he would have received had she/he worked her/his regularly scheduled working hours at her/his straight time hourly rate. To qualify for such make up pay the employee must promptly notify the Co-op of her/his 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 to a maximum of four (4) weeks' pay.

ARTICLE 17 - HEALTH AND SAFETY

17.01 The Union and the Co-op agree to abide by Current Ontario Occupational Health and Safety Act and Regulations.

ARTICLE 18 - HEALTH AND WELFARE

18.01 The employer shall continue to provide the current benefits as set out in the Employee Benefits Program by the Co-operators Insurance! Financial Services at no cost to the employees, including WCB coverage.

Improvements to be made to:

Prescription Eye Glasses — Increase from \$200.00 per 24 months to \$300.00 per 24 months.

Dental Increase — Dental care maximum from \$1,600.00 combined per year to \$2,000.00 combined per year.

Coverage for Orthodontics maximum \$3,000.00 once per life time per family member.

If employer requests for doctor's note, they will cover the cost for note.

ARTICLE 19 - BULLETIN BOARD

19.01 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 in keeping with the spirit and intent of this Agreement.

ARTICLE 20 - NO DISCRIMINATION, NO HARASSMENT

20.01 If any form of harassment occurs, the employee shall promptly report the details to the Staff Liaison Officer and action shall be taken.

20.02 Employees shall be entitled to make reasonable rearrangements of their duties upon agreement with the Board of Directors to permit them to observe the religious obligations and practices of their faith, such time to be taken as vacation, or unpaid time. Employees will provide their written request to the Board of Directors with notice at least thirty (30) days prior to the requested leave.

ARTICLE 21 - PERSONNEL FILE

21.01 An employee shall have access to his/her personal file, in the presence of the Board Staff Liaison or his/her designee, for the purpose of viewing all evaluations or disciplinary notations pertaining to that employee's work record with the Co-op. Access to the personal file shall be provided no later than two (2) weeks following receipt of the request for access.

21.02 Where an employee has not received a disciplinary notation for a period of fourteen (14) months actually worked, any disciplinary notation(s) recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee. If the employee requests the removal of a disciplinary notation(s) after such a fourteen-month period the disciplinary notation(s) will be removed from the employee's file.

ARTICLE 22 - PENSION PLAN

22.01 All employees will become members of the OMERS Pension Plan upon successful completion of their probationary period. The contributions will be determined as per the OMERS Pension Plan and Harbour Channel Housing Co-operative Inc.,

ARTICLE 23 - C.O.L.A.

23.01 The employee's salary shall be adjusted annually, effective April 1st of each year, upon approval of the Operating Budget by the members of Harbour Channel Housing Co-operative, of an agreed upon amount based upon the average percentage of the twelve months between September and August 31st, as determined by Statistics Canada Consumer Price Index for Toronto for inclusion in the Operating Budget GMM meeting presented to Harbour Channel Housing Co-op members for approval.

ARTICLE 24 - EXPENSES

24.01 The employee shall be reimbursed upon submitted proof of payment 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 (c) below:

- (a)** Employees using their private vehicles while conducting business for the employer shall receive an allowance of \$0.47 per kilometer.
- (b)** Actual fares for parking, bus, train or air travel, upon presentation of valid receipts.
- (c)** Actual fares for taxi cabs taken to get home when required to attend Board or Committee meetings ending later than 9:00 p.m. all year round.
- (d)** The employer agrees to contribute 100% up to a maximum of \$200.00 annually towards the cost of safety footwear to employees with seniority who are required by the Co-op to wear protective footwear.

Employees successfully completing their probationary period will be reimbursed. When requested by the Co-op, the employee shall provide proof of purchase.

ARTICLE 25 - CHILD CARE

25.01 Employees shall be entitled to reimbursement for all reasonable child care fees not above \$12.00 per hour as a result of working overtime. Payment will require the Board's approval.

ARTICLE 26 - SECURITY AND SAFETY

26.01 The Employer shall provide parking space in the proximity of the office or a Metro pass for all employees.

ARTICLE 27 - LEGISLATIVE CHANGES

27.01 If any part of the 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 judicial conformity, such negotiation shall be subject to the following:

- (a) all changes must be by mutual consent and
- (b) all changes will become part of the Collective Agreement

ARTICLE 28 - SEVERANCE AND TERMINATION

28.01 In the event of a closure or termination or reduction of staff at the Harbour Channel Housing Co-operative, employees affected will receive three (3) weeks' severance pay for each year of service.

ARTICLE 29 - DURATION

29.01 3 Year Agreement

This Agreement, shall be effective from April 1, 2024 and shall remain, in force through March 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.

The Union and the Employer agree negotiations will be conducted prior to September 30th of the preceding year to allow for the Budget to be presented and approved by the Board of Directors in late October. Any wage or monetary increases will be effective for April 1 of the following year.

LETTER OF UNDERSTANDING #1

SOCIAL JUSTICE FUND

The employer agrees to pay into the Social Justice Fund, One Thousand (\$1,000) dollars annually effective April 01, 2018.

Such monies are to be annually to Unifor Social Justice Fund (SJF), which is a registered charity established by Unifor. The employer is to forward the payment to the following address:

**Unifor Social Justice Fund
115 Gordon Baker Road
Toronto, ON M2H 0A8**

The employer will be issued a charitable receipt for each payment.

SCHEDULE "A"

Rates of Pay (to increase 4% each year of the agreement)

POSITION	April 1, 2023	April 1, 2024	April 1, 2025	April 1, 2026
Co-ordinator	\$ 96,896.68*	\$ 107,322.76	\$ 111,615.67	\$ 116,080.30
Administrative Assistant	\$ 59,872.02	\$ 62,266.90	\$ 64,757.58	\$ 67,347.88
Maintenance	\$ 58,384.90*	\$ 66,185.12	\$ 68,832.52	\$ 71,585.82

* Please also see Letter of Understanding #2 in reference to January 2024.

A \$500.00 signing bonus will be paid to each employee upon ratification of the agreement.

Signed at Toronto, ON, on 6th of June, 2024.

For the Union

Brian Smith

Lisa Mark

Candelle Fraser

For the Co-op

Opennote

Will Hill
