

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**UNEMPLOYED HELP CENTRE OF WINDSOR**

**(HEREIN AFTER REFERRED TO AS "UHC" OF THE FIRST PART)**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 3679**

**(HEREIN AFTER REFERRED TO AS THE "UNION" OF THE SECOND PART)**

**APRIL 1, 2024 – MARCH 31, 2027**

## TABLE OF CONTENTS

<b>ARTICLE 1 - PURPOSE OF AGREEMENT .....</b>	<b>1</b>
<b>ARTICLE 2 - RECOGNITION AND REPRESENTATION.....</b>	<b>2</b>
<b>ARTICLE 3 - MANAGEMENT RIGHTS .....</b>	<b>2</b>
<b>ARTICLE 4 - DEFINITIONS .....</b>	<b>3</b>
<b>ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT .....</b>	<b>6</b>
<b>ARTICLE 6 - CHECK-OFF OF UNION DUES .....</b>	<b>6</b>
<b>ARTICLE 7 - CORRESPONDENCE .....</b>	<b>7</b>
<b>ARTICLE 8 - UNION OFFICERS AND COMMITTEES .....</b>	<b>7</b>
<b>ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE .....</b>	<b>9</b>
<b>ARTICLE 10 - ARBITRATION.....</b>	<b>10</b>
<b>ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE.....</b>	<b>11</b>
<b>ARTICLE 13 - PROMOTIONS AND STAFF CHANGES .....</b>	<b>14</b>
<b>ARTICLE 14 – LAYOFF AND RECALL RIGHTS.....</b>	<b>16</b>
<b>ARTICLE 15 - HOURS OF WORK .....</b>	<b>17</b>
<b>ARTICLE 16 - OVERTIME.....</b>	<b>17</b>
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>	<b>18</b>
<b>ARTICLE 18 - VACATIONS .....</b>	<b>19</b>
<b>ARTICLE 19 - SICK LEAVE PROVISION .....</b>	<b>21</b>
<b>ARTICLE 20 - LEAVE OF ABSENCE .....</b>	<b>22</b>
<b>ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES .....</b>	<b>26</b>
<b>ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION.....</b>	<b>26</b>
<b>ARTICLE 23 - AUTOMOBILE ALLOWANCE .....</b>	<b>27</b>
<b>ARTICLE 24 - EMPLOYEE BENEFIT PLANS .....</b>	<b>28</b>
<b>ARTICLE 25 - HEALTH AND SAFETY .....</b>	<b>31</b>
<b>ARTICLE 26 - GENERAL CONDITIONS.....</b>	<b>33</b>
<b>ARTICLE 27 - COPIES OF AGREEMENT .....</b>	<b>33</b>
<b>ARTICLE 28 - TERM OF AGREEMENT.....</b>	<b>33</b>
<b>SCHEDULE "A": .....</b>	<b>35</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>38</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>39</b>
<b>LETTER OF UNDERSTANDING .....</b>	<b>40</b>

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

1.01 It is the purpose of both parties to this agreement:

- a) to enhance relations between the UHC and the Union and its members.
- b) to promote and maintain harmonious relations between the UHC and the members of the Union.
- c) to support efficiency in the operation for the benefit of the people in the community that we service.
- d) the general purpose of this agreement is to establish and maintain collective bargaining relations between the UHC and its Employees, and to provide the machinery for prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work, wages, and other conditions of employment for all Employees who are subject to the provisions of this agreement.

1.02 The goals of the UHC of Windsor shall be:

- a) The Unemployed Help Centre of Windsor Inc. is a non-profit charitable organization dedicated to meeting the needs of vulnerable people living in Windsor and Essex County. The UHC improves the quality of lives by providing much needed programs and services that move people to independence and allow them to achieve their desired outcomes.
- b) to inform, advise and assist our clients with their human basic needs and problems related to being unemployed;
- c) to assist the unemployed in dealing with CEIC, Social Service and other appropriate community service Agencies;
- d) to provide a phone in service for the unemployed with problems;
- e) to provide and promote services and programs that assist unemployed/underemployed people in our community.
- f) to solicit funds by way of donations, grants, bequests, lotteries, and by other similar methods, for the objects aforesaid, provided to do so by a license issued pursuant to section 179A of the Criminal Code (Canada).
- g) **To promote community projects that assist disadvantaged people.**

**h) To relieve poverty and assist individuals in need to secure and maintain employment by providing assistance and supports, including without limitation:**

- i. counselling;**
- ii. job search skills;**
- iii. literacy and language skills;**
- iv. employment related training;**
- v. assistance with basic needs, such as food and clothing;**
- vi. referral services; and**
- vii. assistance with accessing benefits and entitlements.**

1.03 The Parties agree that any changes to the ESA (as amended from time to time) or other applicable legislation, regulation or statute (as amended from time to time) which affects the terms of this collective agreement, superior provisions shall apply. For clarity, any changes to the ESA shall apply immediately upon its effective date if superior to the language existing in the Collective Agreement.

## **ARTICLE 2 - RECOGNITION AND REPRESENTATION**

2.01 The UHC recognizes CUPE as the sole and exclusive bargaining agent for all Employees of the bargaining unit of the UHC in the County of Essex, save and except Supervisors, those above the rank of Supervisors, and Employees for whom any trade union holds bargaining rights, as of January 23, 1993.

2.02 No employee shall be required or permitted to make written or verbal agreements with the Employer or designate, which conflicts with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer.

2.03 Right of Fair Representation

The Union shall have the right to have a representative of CUPE when dealing or negotiating with the UHC. Such representative of CUPE shall have access to the premises of the UHC by permission of the UHC, and the UHC will not unreasonably deny the request.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

3.01 The Union recognizes the right of the company to hire, promote, demote, transfer, discipline, suspend or discharge any Employees for just cause subject to the regulations and restrictions governing the exercise of these rights as are expressly provided in this agreement and subject to the right of the Employees concerned to lodge a grievance in the manner and to the extent herein provided.

- 3.02 a) Determine in the interest of efficient operations and highest standards of service classifications, hours of work, work assignments, methods of doing the work and the working establishment for any services;
- b) Determine the number of personnel required, services to be performed, and the methods, procedures and equipment to be used in connection therewith;
- c) Make and enforce and alter from time to time rules and regulations to be observed by all Employees. Prior to the implementation, a UHC representative or representatives will meet with the local Union from the service(s) affected to advise the local Union of any new or altered rules or regulations, and to receive and give consideration to any comments from the steward(s).
- d) The UHC agrees that no Employees shall in any manner, be discriminated against, nor shall **the Employees** be coerced, restrained or influenced on account of membership or non-membership in any labour organization, or by reason of any activity or lack of activity in any labour organization, or any other reason.

The UHC will not discriminate because of marital status, race, creed, age, sex, colour, Union or political affiliation in its procedures of employment.

3.03 The UHC shall supply each member of the unit with an up-to-date copy of such rules and regulations.

3.04 An Employee must exercise the utmost discretion to all matters of official business and records and will not release any public statement which is confidential or would reflect adversely upon the UHC of Windsor. All information received by an Employee from a client must remain confidential. A breach in confidentiality will be subject to disciplinary action.

## **ARTICLE 4 - DEFINITIONS**

### **4.01 Definitions of Employees**

a) **Full-time:**

A full-time Employee is someone who regularly works thirty seven and one half hours per week, and has completed the 90 day or six (6) month probationary period. (note: in some cases Employees may be required to work a 40 hour work week when required to do so by a government funded contract)

b) Part-time: (24 hrs. Or less)

A part-time Employee is someone who is employed on a part-time basis, and who's worked hours do not exceed twenty-four (24) per week, and has completed the ninety (90) day or six (6) month probationary period. It is not the intent of the UHC to use part-time Employees to avoid the hiring of full-time Employees.

c) Part-time: (exceeding 24 hrs.)

A part time Employee who's worked hours exceed twenty-four (24) hours per week but less than thirty-seven and one half (37.5) hours per week, and has completed the 90 days or 6 month probation period shall receive the wage rates and applicable benefits on a pro rated basis according to their paid hours of work.

Part-time hours:

Seniority for the purpose of the allocation of hours for part-time workers will be recognized by allocating hours to the higher seniority person having the required qualifications, skills and abilities.

d) Special Project Employee:

A special project Employee is someone who is employed and the hours are to be determined by the UHC. Such Employees shall not attain any hours towards seniority. Such Employees are not eligible for benefits. The Union is to be notified of the special project prior to commencing employment.

e) Temporary Employees:

**A temporary employee is an employee who has posted or is assigned into a position to backfill a permanent position and will not be employed for a period of over six (6) months. If it extends beyond six (6) months without approval of the extension by the Union (except in the case of a Maternity Leave), it will be deemed a permanent position and will follow the job posting procedure.**

Temporary employees shall have all rights and privileges as set out in this Collective Agreement.

f) **Contract Employees:**

**Contract employee will be defined as an employee whose position is for a specific duration and purpose.**

**Temporary or Contract Employees who obtain permanent status prior to the end of their contract will have their seniority backdated to the date of the beginning of their most recent hire date last contract.**

g) **Apprentice:**

**An apprentice shall be defined as a trade apprenticeship defined by ministry regulations. Consisting of hours work experience and in school training.**

4.02 An Employee shall notify the UHC of any change of address or change in family status, i.e., additional dependents, and when their child turns 21 years of age unless in education, etc., in writing within 5 days after the change. When a dependent is over the age of 21 and attending a post-secondary program up to the age of 25, the employee must supply the employer with proof of enrolment.

4.03 Those Employees outside of the bargaining unit who are not eligible for membership in the Union shall not perform the regular work of an Employee in the bargaining unit. However an excluded Employee may perform operations where an emergency arises and **the Employee** may also perform operations for the purpose of investigation, inspection, experiment, information or instruction as may be necessary in the discharge of their supervisory duties, provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of a bargaining unit Employee.

4.04 The following information will be provided to the Union with a copy of the agreement for members that are being funded through grants/special project, **by April 30<sup>th</sup> each year or when the employer receives the new or renewal funding agreement.**

Employee Name

Funder

Job Title

Department

Contract-start date and end date

Hours of Work

Entitlement to Paid Holidays

Green Shield-what coverage will the member be entitled

RWAM

Vision Care

Pension-RRSP  
Vacation Bonus  
**Vacation Length**  
**Vacation Pay**  
Starting Wage  
Entitlement to any increase in Schedule A  
Probation Period  
Meeting with the Union  
Signatures from Employer, Union Member and Union Rep

**Whenever there are changes to the funding in wages and benefits of these employees the Employer will notify the Union and the member of such changes.**

**Articles of the Collective agreement that apply to grant funded Employees will be identified.**

#### **ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT**

5.01 Within one month of the signing of this agreement, all Employees of the UHC shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and by-laws of the Union. As a condition of employment, all new Employees shall become members in good standing of the Union within thirty (30) days of employment.

5.02 Union Orientation

**Within 5 working days of the date of hire**, the Director of Human Resources or **designate** shall introduce the new Employee **including students and Canada summer jobs employees on UHC payroll** to their Union representative. An officer of the Union shall be given the opportunity to meet with the Employee during regular working hours for a maximum of thirty (30) minutes as approved by the supervisor.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

6.01 The UHC shall deduct from every Employee within the bargaining unit, any dues, initiation fees, or assessments levied by the Union on its members.

6.02 The Union shall advise the UHC in writing of Union dues to be deducted from every Employee covered by this agreement and of any changes in the amounts from time to time. Deductions shall be forwarded in 1 cheque to the secretary treasurer of the local Union not later than the 15<sup>th</sup> day of the following month for which the dues were levied.

- 6.03 The UHC shall list the amount of Union dues deducted from each Employee on the Employee's annual T4 slip.
- 6.04 The Union agrees to indemnify and hold harmless the UHC against any and all liability which may arise by reason of the deduction by the UHC of the Union dues from Employees salary in accordance with this agreement.
- 6.05 Notwithstanding anything contained in 4.01 hereof the UHC shall not be required to discharge any Employees to whom membership in the Union has been denied or terminated.

## **ARTICLE 7 - CORRESPONDENCE**

- 7.01 The Employer will provide the Union President with a list monthly of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths, or other terminations of employment.

## **ARTICLE 8 - UNION OFFICERS AND COMMITTEES**

### **8.01 Union Bargaining Committee**

A bargaining committee of the Union shall be appointed, to consist of not more than three (3) members, with representation from as many areas as possible. The Union will advise the UHC of its appointees and all other members of its executive in writing. The UHC will advise the Union in writing, of its appointees to act on its behalf.

- 8.02 The Union President (or designate), shall with the consent of their immediate supervisor, without loss of wages or seniority be permitted to leave their regular duties, to investigate and negotiate grievances and other matters arising out of the administration of the Collective Agreement. Consent shall not be unreasonably withheld.

- 8.03 The UHC shall not be liable for the pay of any steward, or for any other member of any committee, or for any Employee represented by the Union when such person is absent from work in the preparation for arbitration hearings.

No Employee shall suffer a loss of wages or seniority when required to attend a meeting with the Employer provided that permission to attend has been obtained by said Employee from their immediate supervisor. Consent shall not be unreasonably withheld.

- 8.04 The Union agrees that there will be no Union activities on the UHC's premises during working hours except as is expressly provided herein, and no Union meetings will be held on the UHC's premises, except with the expressed permission of the Chief Executive Officer and/or their designated representative.

It is understood that for the purpose of this article, lunch hours and rest periods shall not be considered working hours. Consent shall not unreasonably be withheld.

- 8.05 In the event of work shortage or stoppage, the local Union President & Vice-President/Chief Steward shall be the last to be laid off or reduced in hours provided they have the qualifications, skill and abilities to complete the required tasks to replace persons in such case. The Local Union President or Vice-President/Chief Steward shall be first to be recalled following the same agenda.

8.06 Labour-Management/Executive Meeting

There shall be a Labour-Management Committee comprised of two (2) representatives from the Union and two (2) from the Employer. The number of representatives may be expanded by mutual agreement.

**When possible, directly following the Labour-Management meeting there shall be an Executive meeting held. This meeting will have the Union Executive Committee participate to discuss matters of importance by the union.**

The Committee shall meet monthly unless otherwise agreed.

The duties of the Chairperson and Secretary shall alternate between the parties. **A Standard agenda will be agreed to between the parties and any additional agenda items will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the Committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members. Approved and signed Minutes will be posted on the Union bulletin board only for the Labour-Management Meeting.**

8.07 Negotiation Release Time

The Employer shall pay up to a maximum of five (5) days for each of the (3) Employees representing the Union, while meeting with the Employer to negotiate amendments to the Collective Agreement between the parties. **The employer shall pay up to a maximum of one (1) day for bargaining unit committee members for bargaining preparations.**

8.08 Pay Equity and Joint Job Evaluation

**The Employer shall take all steps which may be necessary to ensure the Employer's existing Pay Equity Plan for the bargaining unit ("the Plan") are current and ongoing, maintaining compliance with the provisions of the Pay Equity Act, R.S.O. 1990, c. P. 7, as amended.**

Both parties agree to continue to maintain the current Pay Equity Plan as per the Act or Terms of Reference.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.01 A grievance shall be defined as a dispute concerning the interpretation, application, administration or alleged violation of this agreement.

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until **the Employee has** first given their supervisor the opportunity of adjusting their complaint.

- 9.02 An earnest effort shall be made by both parties to settle grievances fairly and promptly in the following manner:

Step 1: The aggrieved Employee(s) will submit the grievance to their steward. If the Employee's steward is absent, **the Employee** shall submit their grievance to the Chief Steward. At each step of the grievance procedure the grievor may have the right to be present. If the steward considers the grievance to be justified, they will first seek to settle the dispute with the Employee(s) supervisor(s) and the Director of Human Resources.

Step 2: Failing settlement being reached in Step 1, the grievance committee **may** submit the written grievance to the **Director of Human Resources** who shall call a meeting of the grievance committee within five (5) working days after receipt of the grievance. The Human Resource shall render their decision in writing within five (5) working days after the called meeting.

Step 3: Failing a settlement being reached in Step 2, the Union may refer the dispute to arbitration within fifteen (15) working days of receipt of the written response from the **Director of Human Resources**. The days referred to herein do not include Saturday, Sunday or paid holidays.

- 9.03 Policy Grievance:

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Step 1 of this article may be by-passed.

- 9.04 Union May Institute Grievances

The Union and its representatives shall have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the UHC in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2.

9.05 Replies in Writing

Replies to grievances shall be in writing at all stages.

9.06 Facilities for Grievances

The UHC shall supply the UHC's facilities for the grievance meetings.

9.07 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

9.08 No grievance shall be considered where the circumstances giving rise to such grievance occurred more than 5 working days before the filing or lodging of the grievance. A grievance which has not been processed within the time limits shall be deemed to have been abandoned. The time limits specified in the grievance and/or arbitration procedure may be altered upon mutual agreement of the parties to this Collective Agreement in writing.

9.09 General

The UHC shall not be obliged to pay back wages or other compensation prior to the date of filing a grievance in writing claiming same, unless circumstances were such that it was not possible for the Employee to know they had a grievance but in no event shall back wages or other compensation be paid for more than thirty (30) working days prior to the date of filing a grievance in writing claiming same.

9.10 At the time formal discipline is imposed or at any stage of the grievance procedure, an employee shall have the right to the presence of their Steward.

**ARTICLE 10 - ARBITRATION**

10.01 a) Should any grievance fail to be satisfactorily settled on the foregoing procedure, the Union may within fifteen (15) working days following receipt of the response from the Chief Executive Officer or **their** designate, notify the Employer in writing of its desire to submit the grievance to arbitration.

b) It is agreed that disputes which are carried to arbitration shall be heard before a single Arbitrator

The Union shall, in their notice of intent to proceed to arbitration, suggest three (3) names to serve as arbitrator. The Company shall respond within ten (10) working days, either agreeing to the Union's proposed arbitrator or suggesting alternative arbitrators. If the parties cannot agree on an arbitrator within ten (10) working days, either party may request the minister of labour to appoint a single arbitrator.

- c) The arbitrator shall not have jurisdiction to alter or change any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement or to deal with any matter not covered by this agreement. The arbitrator however, in respect of a grievance involving a penalty, shall be entitled to modify such penalty as in the opinion of the arbitrator is just and equitable.
- d) The decision of the arbitrator shall be final and binding on both parties and his expense shall be borne in equal shares by the company and the Union.
- e) Time limits in this article may be extended only by written agreement between the company and the Union.

#### 10.02 Expenses of the Arbitrator

Each party shall pay half the fees and expenses of the Arbitrator.

### **ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE**

11.01 An Employee may be discharged or disciplined, upon the authority of the UHC, as defined in this agreement (Article 9). Prior to the imposition of discipline or discharge, an Employee shall be given the reason in the presence of their steward or Union representative. In the event any Employee is discharged or disciplined and the Employee is unavailable, the Employee shall be notified of such action by registered mail within 5 working days of the imposition of such discipline or discharge. A copy shall be forwarded to the local Union.

#### 11.02 May Omit Grievance Steps

An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under article 9 of the grievance procedures. Step 1 shall be omitted in such cases.

#### 11.03 Right to have a Steward Present

An Employee shall have the right to have their steward present at any meeting called by the supervisor which involves disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall so notify the **Representative and the** Employee in advance of the purpose of the interview.

#### 11.04 Personnel Records

Personnel records will be maintained and contain the complete history of the Employee's work experience with the UHC of Windsor.

The individual's file is considered confidential. Only the Employee, the Chief Executive Officer or their nominee, or with written permission the President or designate of the Local Union shall have access to the file.

11.05 All documented disciplinary actions, with the exception of discharge, shall be removed from the Employee's personnel records after 12 months of the infraction.

11.06 Crossing of Picket Lines During Strike

An Employee covered by this agreement shall have the right to refuse to cross a picket line or refuse to do the work of striking or locked out Employees, or refuse to handle goods from an Employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out Employees or to handle goods from an Employer where a strike or lockout is in effect by a member of this Union shall not be considered a violation of this agreement, nor shall it be grounds for disciplinary action, other than loss of wages for the period involved.

11.07 The UHC agrees that it will cause or direct no lockout of its Employees for the duration of this agreement, and the Union agrees that there will be no strikes or other collective action which will stop or interfere with the services of the UHC for the duration of this agreement. "strike" and "lockout" shall have the meanings as set out in the Labour Relations Act of Ontario.

11.08 The discharge of an Employee who has not completed the probationary period as defined in Article 11.03 shall not be the subject of any grievance or arbitration under this agreement, unless the Employee has been discharged without just cause.

**ARTICLE 12 - SENIORITY**

12.01 Seniority Defined

Seniority shall be established on the basis of the length of an Employee's service with the UHC in the bargaining unit and shall include service with the UHC prior to the certification of the Union, following the last date of hire and shall be the prime factor in determining preference for promotion, demotion, transfers, layoffs, cut back or recall, where all other factors are equal, providing the senior Employee has the required skills, abilities, and qualifications and can perform the work in a satisfactory manner.

For the purposes of the agreement, seniority shall only accrue in the following circumstances:

- a) while actually at work for the organization, with the exception of special project Employees

- b) while on vacation
- c) while on a paid holiday
- d) while on all approved leaves of absence
- e) while on pregnancy or parental leave
- f) while on WSIB
- g) while on sick leave

#### 12.02 Seniority List

The UHC shall maintain a seniority list showing the job title and the date of each Employee's seniority. Where two or more Employees commence work on the same day, preference shall be in accordance with the Employee seniority number. An up to date seniority list shall be sent to the Union and will be posted on the bulletin board in April and October of each year.

##### Seniority - part time

If a part-time Employee is promoted to full time, their seniority shall be allocated in the following manner: for each 37.5 hours worked, **the Employee will be credited with one (1) week of full-time seniority.** It will be the responsibility of the UHC to tabulate the hours worked of part-time workers annually. In tabulating the hours, vacation pay hours will also be considered as hours worked.

#### 12.03 Probation for newly hired Employees

A newly hired Employee with the exception of the **Caseworker and Job Developer/Retention Specialist** shall be on probation only for the first ninety (90) days of their employment within a twelve (12) month period. **The Employee will be provided a copy of the training plan and their work procedures outlining the goals and objectives within the probation period.** After completion of the probationary period, seniority shall be effective from the last date of continuous employment.

**Caseworker and Job Developer/Retention Specialist** shall be on probation for only the first 180 days of their employment, within a twelve (12) month period. **These employees will be provided a copy of the training plan and their work procedures outlining the goals and objectives within the six (6) months' probation period** After completion of the probation period, seniority shall be effective from the last date of continuous employment. The **Caseworker and Job Developer/Retention Specialist** will be provided a copy of the training plan outlining the goals and objectives within the six (6) month probation period.

#### 12.04 Loss of Seniority

Seniority rights and employment shall cease for any one of the following reasons:

- a) If an Employee resigns;
- b) If an Employee is discharged and not reinstated through the grievance and/or arbitration procedure;
- c) If an Employee fails to report for work to the UHC within five (5) consecutive working days, unless the Employee furnishes satisfactory reasons to the UHC for such failure;
- d) If an Employee has less than twelve (12) months of seniority and is laid off for a period of twelve (12) months, or if an Employee with more than twelve (12) months seniority is laid off for a period of time up to the length of their seniority.
- e) If an Employee retires;

#### 12.05 Transfer and Seniority Outside Bargaining Unit:

No Employee shall be transferred to a position outside the bargaining unit without their consent. If an Employee is transferred to a position outside of the bargaining unit, **the Employee** shall retain their seniority accumulated up to the date of leaving the unit but will not accumulate any further seniority. Such Employee shall have the right to return to a position in the bargaining unit within the first 12 months. If an Employee returns to the bargaining unit, **the Employee** shall be placed in a job consistent with their seniority, qualifications, skills and abilities. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

### **ARTICLE 13 - PROMOTIONS AND STAFF CHANGES**

13.01 New jobs and/or vacancies shall be posted for 3 working days. Employees wishing to bid on these jobs may do so within the same three working days. In making a selection, the UHC will consider the requirements of 12.01, however, if no applicant meets these requirements, as may be reasonably determined by the UHC, the UHC may fill the job as it deems fit. It is understood that the UHC may fill the job on a temporary basis during the period of posting.

- a) **Temporary vacancies (those which will not exceed six (6) months) may be filled by the employer by assignment of an employee to the temporary vacancy.**

**Any employee so assigned shall be paid the higher of their regular rate or the rate of the job to which the Employee is assigned.**

Any successful bidder shall not exercise the privilege of bidding for future openings until **the Employee has** been 6 months on the new job, unless it is mutually agreed upon by the Union and the UHC. Nothing in this article prevents the UHC from externally advertising the position; however preference will be given to present Employees who can perform the work.

#### 13.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range and expected term of contract if available.

13.03 In making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with this article.

13.04 The name of the successful applicant for any of the vacancy filled will be posted on the bulletin board within seven (7) calendar days.

#### 13.05 Trial Period

The successful applicant shall be given a trial period of thirty (30) days worked. Conditional upon satisfactory service, the employee shall be assigned the position after the period of thirty (30) days worked. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to or unwilling to continue to perform the duties of the new job classification, **the Employee** shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### 13.06 On the Job Training/Professional Development

Enhanced staff development shall be a priority, to enhance and update the skills and abilities of the UHC Employees to continue to meet the needs of the complexity of clients we serve.

The Employer recognizes the importance of providing staff development and the appropriate training shall not be unreasonably withheld. The opportunity to attend this training shall be extended to staff on a fair and equitable manner.

The Employer will provide full training to all employees prior to any upgrades of computer systems and required software introduction such as databases and/or major Windows upgrade.

## **ARTICLE 14 – LAYOFF AND RECALL RIGHTS**

14.01 A layoff shall be defined as a reduction in the workforce or a reduction of the regular hours of work that lasts over four (4) weeks.

### 14.02 Notice of Layoff

The UHC shall provide the Union and the affected Employee(s) no less than thirty (30) days written notice or pay in lieu thereof.

14.03 Layoffs shall be issued in reverse order of seniority, provided Employees who remain at work have the required qualifications, skill and abilities to do the required work.

14.04 An Employee in receipt of notice of layoff pursuant to article 14.02 may;

- a) Accept the layoff, or
- b) Displace another Employee who has lesser bargaining unit seniority and who has the qualifications, skill and abilities to perform the requirements of the job.
- c) Upon recall to any full-time permanent position where the Employee has the seniority, qualifications, skill and abilities, a refusal of recall will result in loss of seniority and all recall rights.

14.05 a) Employees shall be recalled in the order of their seniority provided **the Employees** meet and are subject to 14.03

- b) The Employer shall notify the Employee within five (5) working days of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work.
- c) If the Employer requires temporary help the first offer shall be given to laid off members having the qualifications, skill and abilities to perform the work.
- d) No new Employees shall be hired until all those laid off with the qualifications, skill and abilities have been recalled to work.

14.06 No Employee will be displaced from their position, hours cut or laid off during which time a student, volunteer, or interns are performing work in the department where the layoff has occurred.

14.07 The Employer will, in the case of a layoff of the three (3) former counsellors currently working in **Federally Funded positions** provide the necessary retraining and/or certification for any employee who can complete said training/certification within six (6) months of receiving a notice of layoff.

## **ARTICLE 15 - HOURS OF WORK**

15.01 a) Regular working hours for all full time Employees in the bargaining unit shall be 7.5 hours per day/37.5 hours per week, Monday through to Friday

b) Regular working hours for all part time Employees shall be as required by the UHC in accordance with article 3.02 a)

(note: in some cases Employees may be required to work a 40 hour work week when required to do so by a government funded contract)

15.02 A lunch break of one half hour without loss of pay shall be provided. A lunch schedule will be set by the UHC. For all part time Employees whose work day exceeds four hours, a twenty minute lunch period shall be provided without loss of pay. A lunch schedule shall be set by the UHC

15.03 A schedule of hours shall be provided to each Employee at the time of hiring. Whenever possible, the UHC shall give 48 hours notice to any change in scheduled hours

15.04 An Employee shall be provided a scheduled paid rest period of 15 consecutive minutes in both the first half and the second half of each scheduled work period in an area made available by the UHC provided that each period is greater than 3 consecutive hours.

15.05 An Employee is required to be at their work station at the prescribed hours. Any Employee not at their work station at the prescribed hours may be subject to discipline. The actual amount of time that **the Employee is late** shall be deducted.

## **ARTICLE 16 - OVERTIME**

### **16.01 Overtime Defined**

All overtime worked by the bargaining unit must be approved by their supervisor or Director of Human Resource in advance, or be the direct result of a management request.

If an employee is required to work in excess of hours in Article 15.01, **the Employee** shall receive overtime premium of one and one-half (1½) times their regular straight time hourly rate, which overtime premium shall be compensated by mutual agreement of the employee and the Employer, by either:

- (i) Payment of overtime premium rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay for the time so worked; or
- (ii) Lieu time off at the rate of one and one-half (1 ½) times the time so worked, to be taken at a time mutually agreed by the employee and Employer.

Any lieu time not taken by the end of the fiscal year (March 31<sup>st</sup>) shall be paid out at the rate of one and one-half (1½) times the time so worked.

- (iii) No more than thirty-seven and one-half (37½) hours can be banked as lieu time.

Upon ratification, all current lieu time shall be paid out at the rate one and one half (1½) times.

#### 16.02 No Lay-off to Compensate for Overtime

An Employee shall not be subject to lay-off during regular hours to equalize any overtime worked.

#### 16.03 Call Back Pay Guarantee

An Employee who is called in and required to work outside their regular working hours including scheduled overtime shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the Employees' regularly scheduled hours and the work the Employee is called in to do. When the work called back for is completed, the Employee shall be allowed to leave.

#### 16.04 Overtime Distribution

Overtime will be offered by seniority in the classification, providing the employee can perform the work without training. If no volunteers are available, the most junior employee in the classification will be required to work.

### **ARTICLE 17 - PAID HOLIDAYS**

17.01 The paid holidays for full time Employees and part time Employees shall be as follows:

New Year's Day	Family Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Labour Day	New Year's Eve
<b>National Day for Truth and Reconciliation (Monday to Friday)</b>	

**Any other holiday that is Federally and Provincially recognized will be added to the list automatically and the list will be updated automatically.**

Paid holidays for special project Employees shall be in accordance with the Employment Standards Act.

17.02 Any Employee with the exception of those Employees identified in 17.01 who is required to work on any of the above holidays shall receive time and one-half the regular rate for all hours worked on such holiday in addition to the holiday pay, or a day off with pay mutually agreed upon between the Employee and the UHC.

Clarity Note: For those federally funded Employees who are required to work on non-statutory holidays (per the ESA) will be paid straight time for all hours worked on the day and receive the equivalent hours in paid time off in lieu of working the holiday at which time English classes will be combined.

## **ARTICLE 18 - VACATIONS**

### **18.01 Length of Vacation**

03-11 months of employment - 1 day per month to a maximum of 10

12-35 months of employment - 15 days

36-60 months of employment - 19 days

61-72 months of employment - 20 days

73-84 months of employment - 21 days

85-96 months of employment - 22 days

97-108 months of employment - 23 days

109 -120 months of employment - 24 days.

121 months of employment and over 25 days

A vacation bonus of six hundred dollars (\$600.00) will be paid on the first pay period in the new fiscal year, of each year to all Employees of the bargaining unit.

Paid vacation will be calculated considering their seniority bargaining unit date at March 31st of each year, and will be credited for the following April 1. Full vacation entitlement will be based on 1,000 hours per year. For every shortage of 50 hours or major portion thereof, a loss of 5% will incur unless the shortfall is a result of an Employee being off on compensable injury.

Special Project Employees shall be paid vacation pay in accordance with Employment Standards Act.

18.02 Departmental vacation calendars and seniority lists will be provided no later than January 1<sup>st</sup> of each year for department vacation selection. This will be completed by January 31<sup>st</sup> of each year. This selection shall be for not less than fifty (50%) of an employee's entire vacation allotment. Selection will be done by seniority and will not proceed to the next senior person until the senior person has selected. Approved vacation calendar will be posted by March 1<sup>st</sup>. The Department Manager or Human Resources Manager will ensure that this process is completed in order and in a timely manner.

**Vacation requests which are not completed prior to March 1<sup>st</sup> of each year will be offered on a first come, first served basis.**

The **Manager will ensure that the** senior person in their department will fill in their requested time off and then **the Manager will** pass the calendar to the next senior person in the department, and so on.

It is up to each employee to make sure there are not more than two (2) people off at the same time on any days except for the month of December.

Once everyone in the department has filled in their requested time off, the **Manager** of the department will review all the requests on the calendar for conflicts or errors then approve or deny the requests. Once all corrections/revisions have been made, the supervisor will then submit the calendar to the Director of Human Resources where it will be inputted on a spreadsheet and shared as a read only file with staff.

The Director of Human Resources in December will remind Employees to email their vacation for all remaining vacation days between January 1<sup>st</sup> and March 31<sup>st</sup>. This is the responsibility of the employee who shall submit by email no later than January 31<sup>st</sup> of each year, their remaining vacation day requests. Failure to comply may result in loss of vacation days.

Time off shall be granted considering the needs of the clients, staff replacements, and agency services.

**Approval of remaining** requests of vacation or changes shall not be unreasonably denied and employees will be provided approval or denial with reason in writing within five (5) business days.

Vacations are to be taken during the vacation period as defined above. There is no payment in lieu of vacation not taken, nor can vacations be carried over into another vacation year **except with the express agreement in writing of the Union**. When employee quit, is discharged, or terminates his/her employment by reason of retirement, will be paid out in accordance as per Employment Standard ACT, as amended.

Individual vacation day request must be scheduled not less than five (5) days in advance of the day requested, except in the case of emergency. No request will be unreasonably denied.

**18.03 Approved Leave of Absence During Vacation**

Where an Employee qualifies for bereavement during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, by mutual agreement.

18.04 Should a paid holiday fall on an Employee's vacation period **the Employee will receive an additional vacation day with pay.**

18.05 Vacation pay will be paid in accordance with the employees approved vacation schedule.

18.06 An Employee shall not be allowed to take pay in lieu of vacation time.

18.07 For those in the position of employment **Caseworker and Job Developer/ Retention Specialist**, during the month of December, up to 50% of bargaining unit **Caseworker and Job Developer/ Retention Specialist** may be granted vacation time. During all other months up to two (2) **Caseworker and Job Developer/ Retention Specialists**, can be on vacation at the same time.

**18.08 Where a holiday falls on a Saturday or Sunday, the holiday will be recognized on the following workday.**

**ARTICLE 19 - SICK LEAVE PROVISION**

**19.01 Sick Leave Defined**

- a) Full-time Employees will earn sick leave at the rate of one day per month of employment.
- b) Upon completion of the probationary period, sick leave may be accumulated from year to year to a total of 60 days.
- c) Sick leave shall not be used for any other purpose other than absence due to medical appointments, dental appointments, illness or injury, and a doctor's certificate may be required at 6 days absence in the calendar year due to illness.
- d) No sick leave may be taken in advance of being earned.

- e) No pay will be granted at termination for any earned and unused sick leave.
- f) Sick leave is taken only for Employee illness or illness in the Employee's immediate family. The "immediate" family is defined here as: spouse (also common-law relationships with a minimum of one year cohabitation), child (including foster child, step-child or legal ward) ~~and~~ or parents who are suffering a critical illness.
- g) Employees are not required to disclose the nature of their illness.
- h) UHC will agree to convert sick time to hours. Each full time employee will be eligible to 90 hours annually. Any unused time will be carried over.
- i) Employees may access up to five (5) sick credits as personal leave days. **Personal leave days will not be approved immediately prior to or after a scheduled vacation or statutory holidays. Personal leave days will be scheduled in advance of the requested day off, unless it is an emergency.**
- j) **Any sick days used around a scheduled vacation will require a doctors note.**
- k) Sick leave will be paid and charged on the basis of scheduled straight time hours employees have missed due to illness or injury.

## **ARTICLE 20 - LEAVE OF ABSENCE**

20.01 Upon application in writing to the Chief Executive Officer, the UHC may in its discretion grant leaves of absence to Employees without pay and without loss of seniority for personal reasons, without requiring such Employees to use up their vacation credits first. Such requests for leave of absence shall not be unreasonably withheld.

### 20.02 Leave of Absence for Union Functions

- a) Upon request to the UHC, an Employee elected or appointed to represent the Union at conventions, conferences and seminars shall be allowed leave without pay.
- b) An Employee who is elected or selected for a full-time position with the Union, or any **organization** with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority on request for the period of their term of office.

20.03 Leave of Absence for Public Office:

- a) The UHC recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the UHC shall allow leave of absence without loss of seniority so that the Employee may be a candidate in federal, provincial, or municipal elections.
- b) An employee who is a **candidate** or elected to public office shall be allowed leave of absence without loss of seniority during their **candidacy** or term(s) of office.

**NOTE: The above union leaves in 20.02 and 20.03 shall be granted considering the needs of the clients, staff replacement and agency services.**

20.04 Absence due to death in the Employee's immediate family shall not be longer than 5 days absence with pay. "Immediate family" shall include the following:

Immediate Family, Five (5) Days

Spouse/Partner

Current Spouse's/Partner's

Father

Parent

Mother

Step Parent

Brother

Brother

Sister

Sister

Children

Foster Children

Step Children

Grand Child

Grand Parent

Outside Immediate Family Two (2) Days

Employee's

Current Spouse's/Partner's

Brother's Spouse/Partner

Brother's Spouse/Partner

Sister's Spouse/Partner

Sister's Spouse/Partner

Son-in-Law

Grandparent

Daughter-in-Law

Aunt

Uncle

Niece

Nephew

Cousin

Leave of absence shall be granted within the three day working day period that immediately precedes or follows the funeral, unless otherwise mutually agreed upon between the UHC and the Employee.

For family deaths outside the immediate family, as listed above, the UHC shall allow two (2) days absence with pay. Such possible days leave of absence shall be granted within the three day working day period that immediately precedes or follows the funeral, unless otherwise mutually agreed upon between the UHC and the Employee.

A maximum of one day absence without pay shall be allowed for attendance at funerals not covered above.

#### 20.05 Pregnancy and Parental Leave

- a) Leave due to pregnancy shall be granted in accordance with the Employment Standards Act (Ontario)
- b) An Employee who has been an Employee for a period of thirteen (13) weeks preceding the estimated day of delivery is eligible for unpaid maternity leave not to exceed seventeen (17) weeks.
- c) An Employee who is entitled to the leave is required to give **the Employer** two (2) weeks' notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery.
- d) If an Employee on maternity leave wished to change the date of return to an earlier date or later date **the Employee** must give **the Employer** 4 week's written notice.
- e) The Employee who has unused vacation may use this in addition to maternity leave, **prior to or at the end of such leave.**
- f) An Employee on maternity leave will have retention rights to **their** previous position. **Their** replacement, while on leave, will be classified as a temporary Employee.
- g) While an Employee is on leave, the UHC must continue to make Employer contributions to pension, life insurance accidental death, extended health and dental plans unless the Employee has advised the UHC, in writing, that **the Employee does** not wish to continue to make the Employee contributions (if any) to such plans.

#### 20.06 Paid Jury or Court Witness Duty Leave

The UHC shall grant leave of absence without loss of seniority or benefits to an Employee who serves as juror or witness required by subpoena to attend a court of law. The UHC shall pay such an Employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The Employee will present proof of service and the amount received.

#### 20.07 Education Leave and Examinations

The UHC agrees that it is to the mutual benefit of the UHC and the Employee to improve the educational standards of the workforce. Accordingly, the UHC agrees that Employees with two (2) years employment, who wish to further their education, shall be permitted up to one (1) year of education leave without pay and with loss of seniority for the period of time off. Qualifications for benefits shall be the same as article 13.05.

An Employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. Should an Employee elect to further their education, including night school, the UHC will reimburse 100% of the tuition cost up to a maximum of \$500.00 per annum if the following conditions are met:

- a) Employee must receive approval from the Chief Executive Officer prior to enrolling;
- b) The education must be relevant to and within the parameters of; the daily operations, positions, and responsibilities represented by the UHC;
- c) Employee must complete and pass the course.

#### 20.08 Leave for Death or Serious Illness of Immediate Family

An employee may apply for a leave of absence as set out in Article 20. A leave of absence shall be granted for death or serious illness in the immediate family. Where such indefinite leave is granted the employee will give a two week notice in writing, where possible, of their intention to return to work.

For the purpose of ESA coordination, paid casual appointments of one hour or less will not be counted as ESA time. Paid casual appointments greater than one hour but less than 3.75 hours will be counted as one half (0.5) of an ESA day.

## **20.09 Compassionate Care Leave**

- (a) Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with Section 49.1 of the Employment Standards Act, 2000.
- (b) An employee who is on compassionate care leave shall continue to accumulate seniority and service.
- (c) Subject to any changes to the employee's status which would have occurred had **the Employee** not been on compassionate care leave, the employee shall be reinstated to **their** former duties, on the same shift in the same department, and at the same rate of pay.
- (d) The Employer will continue to pay the benefits and pension premiums.

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

### **21.01 Pay Days**

The UHC shall pay salaries and wages weekly on Thursdays for the week in accordance with schedule "a" attached hereto and forming part of this agreement. On each pay day each Employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions plus year to date calculations. Payroll shall be by automated bank deposit to the employee's banking facility.

21.02 Upon transfer/assignment to a higher ranking position within the bargaining unit for the period of one day or more, including vacation, the Employee shall be paid at the higher rate of pay for all hours worked in the higher ranking position. If an Employee is required to work at a lower ranking position, the employees shall be paid their current regular rate of pay.

21.03 The company will assign one person per day, if needed, to conduct intakes.

## **ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION**

### **22.01 Job Description**

The UHC agrees to provide job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union and shall become the recognized job descriptions.

## 22.02 Technological Change

Technological change is defined as changes in technology to the process, equipment or methods that differ significantly from the previously utilized by the Employer.

- (a) In the event of a technological change the Employer will notify the Union at least thirty (30) days before the introduction of any such change;
- (b) The Employer will meet with the Union to advise and discuss the nature of the technological change, the approximate date of the Employer proposes to effect the change, the approximate number of employees likely to be affected by the technological change and the effect the technological change may have on the working conditions and conditions of employment;
- (c) The Employer will assume responsibility for the retraining process including cost of training of an employee within the classification affected who lacks the necessary skills to continue their job duties after such change. The employee will be given a reasonable period of time during which **the Employee** may attempt to acquire the necessary knowledge or skills to retain or resume their employment, failing which the employee shall be governed by Article 22.03(d) below;
- (d) An employee who is rendered redundant, or who is displaced from their job as a result of not being able to adapt to the change following the training period referred to in 22.03(c) shall have the right to fill any job posting for which **the Employee** can qualify under Article 13 of the Agreement. If there is no job posting for which **the Employee** can apply, **the Employee** shall have the right to exercise their seniority rights in accordance with the layoff procedures of Article 14;
- (e) The Employer will not hire any new employees into a classification covered by this Agreement until the Employer has complied with Article 13(c).

## **ARTICLE 23 - AUTOMOBILE ALLOWANCE**

### 23.01 Transportation

Out of town travel (out of Essex County) shall normally be by public conveyance. Where circumstances require or economies can result, the use of private auto is permitted subject to clearance with the Chief Executive Officer. Auto travel out of Essex County will receive a mileage allowance of **sixty-one cents (\$0.61)** per km with limit equal to round trip air economy class. **Effective date of ratification**

23.02 Expenses incurred for such out-of-town travel are to be recorded on expense forms provided and must specify the "function" to be charged. Expense forms must have appropriate receipts for hotels, taxi and other significant expenditures.

23.03 In-Town

Where authorized by the Chief Executive Officer, employees driving private cars on UHC of Windsor business will receive a mileage allowance of **sixty-one cents (\$ .61)** per km. **Effective the date of ratification**

A mileage expense report of actual kms and travel destination point must be approved by the Chief Executive Officer.

The UHC vehicle shall be a non smoking vehicle

**ARTICLE 24 - EMPLOYEE BENEFIT PLANS**

24.01 The UHC shall provide the following benefits to all Employees:

**NOTE: Below is intended as a summary, employees should refer to the GSC Benefit Plan Booklet for the complete list of the EHS and Drug Plan entitlements for which UHC pays the premium.**

- a) RWAM group number 8974, account number 6542 includes Basic Life, Dependant Life, A.D.& D, L.T.D. spouse (partner) life \$10,000, child \$5,000.00
- b) Drug Plan - 95%/ 5% co-payment to an out of pocket maximum of \$200 per family
- c) E.H.S. CF - \$2000.00 per person per calendar year to be used for Chiropractic, Massage and Physiotherapy.
- d) Dental 50 current ODA  
95%/ 5% co-payment to Basic and Comprehensive Basic Services to a maximum of \$200 per family
- e) Audio H1
- f) Out of Province 07
- g) A self insured Vision Care benefit of (\$500.00) every 24 months for Employees only. A self insured Vision Care benefit of (\$250.00) every 24 months for spouse and dependents 24 years of age and under, as long as in post secondary education.

- h) Employee Assistance Program
- i) **Smoking cessation program, one course of treatment in any 12-month period**
- j) **Psychologist: \$35 for the first visit and \$20 per hour for each subsequent visit, up to a maximum of \$200 per calendar year**
- k) **Osteopath or Podiatrist/Chiropodist: up to a maximum of \$400 per practitioner per calendar year**
- l) **Speech Therapist: up to a maximum of \$300 per calendar year**
- m) **Medical Cannabis Maximum \$1,500 per calendar year**

The UHC shall provide to all eligible part-time Employees:

- a) Drug Plan: 95%/ 5% co-payment to an out of pocket maximum of \$200 per family
- b) E.H.S. CF - \$500.00 per person per calendar year to be used for Chiropractic, Massage and Physiotherapy.
- c) Dental 50 current ODA  
95%/ 5% co-payment co- payment to Basic and Comprehensive Basic services to a maximum of \$200 per family
- d) Audio H1
- e) Out of Province 07

Employees who are sixty-five (65) years or over and still actively at work will be provided with the benefits, as set out in Article 24.01, will be extended from the age of sixty-five (65) up to and including seventieth (70<sup>th</sup>) birthday, on the same cost basis as employees under the age of sixty-five (65).

#### 24.02 Life Insurance and Benefit Carriers

The Employer reserves the right to receive quotes and where applicable change carriers provided there is no reduction in the benefits and the Union is provided with the details of the new plans prior to any change taking place.

#### 24.03 RRSP

- a. The UHC provides a restricted registered retirement savings plan. Following the probationary period all eligible Employees are entitled to six percent (6%) of their gross annual salary earned up to December 31<sup>st</sup> of that year end. For Employees whose seniority is 61 months to 119 months, the RRSP entitlement shall be seven percent (7%) of their gross annual salary earned up to December 31<sup>st</sup> of that year end. For Employees whose seniority is 120 months or more the RRSP entitlement shall be seven and a half percent (7.5%) of their gross annual salary earned up to December 31<sup>st</sup> of that year end. This shall be pro-rated upon their employment provided **the Employee has** been employed by the UHC for a period of no less than two years. The funds are to remain within the plan during employment with the UHC. Funds are available at retirement only upon written confirmation of retirement from the previous staff member. All redemption requests and transfers require the express/written authorization of a UHC signing officer and /or the Chief Executive Officer. The UHC reserves the right to move the master policy to any financial institution of their choosing. All investment decisions (i.e. risk tolerance, investment choices) remain the responsibility of the member and the UHC bears no risk whatsoever pertaining to the same.
- b. The employer will contribute the full yearly pension amount for employees who access pregnancy leave. There shall be no reduction for the period of the leave. The amount will be paid upon return from leave.
- c. Employees in federally funded programs will receive an annual lump sum contribution of six hundred dollars (\$600.00) to a RRSP or UHC negotiated percentage increase through Federal Government, whichever is greater.
- d. An Employee who has given notice of a retirement date will meet with the Union and the Employer to discuss the outstanding allowances that are eligible to be paid out. Including vacation, lieu time and up to fifty (50%) percent of their accumulated sick time etc.

#### 24.04 Change Providers for RRSP

If the Employer intends to change providers for RRSP the Union will be notified thirty (30) days in advance in writing.

Such notice shall include the name of the provider and the reason for the move.

#### 24.05 RRSP Transfer

Should a vested Employee sever employment at UHC, the Employee may transfer the RRSP to a financial institution of their choice.

The parties agree that the funds are to remain within the plan while employed at UHC.

#### 24.06 Boot Allowance

The Employer will provide a two hundred dollar (\$200.00) per **calendar year**, safety boot/shoe allowance for all employees within the Food Bank Department **and non-slip shoes for Community Kitchen employees.**

#### 24.07 Clothing Allowance:

**The Employer will provide a three hundred dollar (\$300.00) clothing allowance to Food Bank employees and a two hundred dollar (\$200.00) clothing allowance to the Community Kitchen employees.**

**Employees will use this allowance to purchase clothing necessary to perform their duties throughout the year. Items may include, but are not limited to, gloves, shirts, coats, etc.**

**Payment will be made upon receiving a receipt from the employee for respective clothing articles.**

### ARTICLE 25 - HEALTH AND SAFETY

#### 25.01 Joint Occupational Health and Safety

The UHC will continue its joint health and safety committee. The committee will be alternatively co-chaired and will operate in accordance with the OHSA and the Terms of Reference for the committee. **The JHSC will meet and develop the Terms of Reference within 120 days from the date of ratification.** There shall be two (2) Union representatives elected by their membership. All members of the Joint committee shall be required to have level 1 training, however at least one (1) member of both the Union and Employer shall be certified.

There shall be no discrimination, no penalty, no intimidation and no coercion when Employees comply with the Health and Safety Act of Ontario.

#### 25.02 Implementation of Revised Legislation in the Area of Health and Safety

Notwithstanding this agreement, the parties understand that should changes to the legislation and/or the Ontario Ministry of Labour's support for the subject legislation change to render inoperative the rights expressed in the act, a mechanism will have to be determined to maintain the functional dimensions of these rights.

Consequently, upon such time as the Union or the Employer has reasonable concern that the legislation could be passed which so affects the Employee's rights to refuse unsafe work, the joint health and safety committee shall meet within 10 days notice of a written request to meet. The parties will make good faith effort to arrive at a fair and workable solution to the problem in a forthright and expeditious manner.

It is further agreed that any changes to the regulations will be reviewed by the above mentioned parties in order to assess the impact on Employee health and safety.

#### 25.03 Workplace Harassment

The parties agree that all Employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated. In this regard, the parties are committed to a discrimination, harassment, and coercion free work environment.

The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by the Employer or the Union or by any of their representatives with respect to any Employees by reason of race, colour, creed, age, sex, disability, sexual orientation, marital status, family status, national origin, political or religious affiliation, nor by reason of Union membership or activity.

#### 25.04 Workplace Violence

The parties hereby recognize and share the concern that **employees may** uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that where there is adequate verification from a recognized professional (i.e. doctor, professional counsellor), the Employer and Union shall work together with an employee who is in an abusive or violent personal or domestic situation to obtain for **the employee** the necessary assistance. In this regard, the Employer shall provide the employee with an opportunity to take an unpaid leave of absence for this purpose. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected Employee and will not be utilized by the Union or the Employee to subvert the application of otherwise appropriate disciplinary measures.

## **ARTICLE 26 - GENERAL CONDITIONS**

### **26.01 Bulletin Board**

The UHC shall provide one (1) bulletin board which shall be placed so that all Employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

### **26.02 Plural or Feminine Terms May Apply**

Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

26.03 The parties agree that Gender Neutral Language be applied to all Articles, schedules and Letters of Understanding of the Collective Agreement.

### **26.04 Parking**

The UHC will provide a letter of intent that will identify that the UHC will not deny access to the parking facilities at 6955 Cantelon Drive.

### **26.05 Staff Meetings**

Whenever possible Employees shall receive 24 hours notice of staff meetings.

## **ARTICLE 27 - COPIES OF AGREEMENT**

27.01 The Union and the UHC desire every Employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason the UHC shall provide sufficient copies of the agreement within 30 days of signing.

## **ARTICLE 28 - TERM OF AGREEMENT**

### **28.01 Duration**

This agreement shall be binding and remain in effect from **April 1, 2024 to March 31, 2027** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that **they** desire to revise or amend the Collective Agreement

28.02 Any changes deemed necessary to this agreement may be made by mutual agreement at any time during the existence of this agreement.

28.03 Notice of Changes

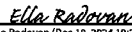
Either party desiring to propose changes to this agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the agreement.

Dated at Windsor this 17th day of December 2024

**FOR THE UNION:**

  
Shakera Reid-Stephens (Dec 17, 2024 15:10 EST)


  
Rachel Pare (Dec 18, 2024 14:25 EST)


  
Ella Radovan (Dec 18, 2024 18:22 EST)



**FOR THE EMPLOYER:**



  
Sean O'Donnell (Dec 17, 2024 15:10 EST)

  
Dean Christie (Dec 16, 2024 13:33 EST)

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<b>SCHEDULE "A":</b>				
<i><b>JOB TITLE</b></i>				
<b>Clerical Department :</b>	<b>START</b>	<b>INCREASES</b>	<b>INCREASES</b>	<b>INCREASES</b>
		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
		<b>5%</b>	<b>3%</b>	<b>3%</b>
<i><b>Classification</b></i>				
<b>CLERK</b>		\$ 25.6359	\$ 26.4050	\$ 27.1971
Resource Centre Coordinator		\$ 25.6359	\$ 26.4050	\$ 27.1971
<b>INTAKE WORKER</b>		\$ 25.6359	\$ 26.4050	\$ 27.1971
<b>FACILITATORS</b>		\$ 25.6359	\$ 26.4050	\$ 27.1971
<b>PROGRAM AIDE</b>		\$ 25.6359	\$ 26.4050	\$ 27.1971
<b>FLOAT</b>		\$ 25.6359	\$ 26.4050	\$ 27.1971
<b>COJG</b>		\$ 25.6359	\$ 26.4050	\$ 27.1971
<b>ES Department :</b>				
<i><b>Classification</b></i>				
<b>CASEWORKER</b>		\$ 29.6137	\$ 30.5021	\$ 31.4171
Pre-App Employment Counsellor		\$ 29.6137	\$ 30.5021	\$ 31.4171
<b>JOB DEVELOPER/RENTION SPECIALIST</b>		\$ 30.9124	\$ 31.8398	\$ 32.7949
<b>LEAD JOB DEVELOPER</b>		\$ 40.3846	\$ 41.5962	\$ 42.8440
<b>LBS Department :</b>				
<i><b>Classification</b></i>				
Literacy Instructor		\$ 30.9124	\$ 31.8398	\$ 32.7949
<b>SUPPLY INSTRUCTOR</b>		\$ 30.9124	\$ 31.8398	\$ 32.7949
<b>Food Bank Department :</b>				
<i><b>Classification</b></i>				
Food Bank Coordinator Lead Hand		\$ 28.6459	\$ 29.5052	\$ 30.3904
Food Bank/Warehouse Assistant	\$19.7000	\$ 20.6850	\$ 21.3056	\$ 21.9447
Food Bank Aide	\$19.7000	\$ 20.6850	\$ 21.3056	\$ 21.9447

<b>Community Kitchen Department :</b>				
<b>Classification</b>				
Chef		\$ 22.1204	\$ 22.7840	\$ 23.4675
Cook 1		\$ 22.0674	\$ 22.7295	\$ 23.4113
Cook-2	\$19.7000	\$ 20.6850	\$ 21.3056	\$ 21.9447
Apprentice	\$19.7000	\$ 20.6850	\$ 21.3056	\$ 21.9447
Shuttle driver	\$19.7000	\$ 20.6850	\$ 21.3056	\$ 21.9447
<b>IRCC Department :</b>		<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
		<b>CURRENT</b>	<b>3%</b>	<b>3%</b>
<b>Classification</b>				
CNC Employees		\$ 23.5683	\$ 24.2753	\$ 25.0036
LINC Instructor		\$ 36.4426	\$ 37.5359	\$ 38.6620
LINC Teacher Assistant		\$ 29.7290	\$ 30.6209	\$ 31.5395
RTW Facilitator(1950HRS)		\$ 29.7290	\$ 30.6209	\$ 31.5395
Assessor(1950HRS)		\$ 28.4800	\$ 29.3344	\$ 30.2144
Settlement Worker(1950HRS)		\$ 27.6187	\$ 28.4473	\$ 29.3007
CWST Facilitator		\$ 29.7290	\$ 30.6209	\$ 31.5395
<b>VIRTUAL DELIVERY ASSISTANT(1950)</b>		\$ 29.7290	\$ 30.6209	\$ 31.5395
<b>SHORT TERM COUNSELOR/INFORMATION/ ORIENTATION WORKER (1950)</b>		\$ 31.3635	\$ 32.3044	\$ 33.2735

**NOTE:**

- **All IRCC employees will receive a 3% lump sum payment based on annual salary for the period between April 1<sup>st</sup> 2023 and March 31<sup>st</sup> 2024**
- **Retro will be provided to all employees on wages earned, backdated to April 1, 2024, upon successful ratification.**
- **RRSP contribution will also be made on Retroactive payments.**
- **Going forward, no employee at UHC will make less than \$1.50 per hour above the ESA minimum wage rate.**
- **Any current UHC employee receiving a base wage below \$19.70 per hour will receive a, one-time wage adjustment that will see their base wage increased to \$19.70 per hour immediately.**

- **Full-Time and Part-Time employees will be entitled to the same base rate increases.**
- **Employees will not have to wait two years to be vested into the RRSP plan. Employees will now be provided RRSP Day-one.**

**Any funding increases intended specifically for wages during the term of the collective agreement will be paid to such employees at the time the funding becomes effective**

Special project employees shall be paid not less than the minimum wage rate per hour in accordance with the ESA or approved rate whichever is greater.

When funding sources dictate to UHC, the paid wages and benefits of a time limited project, the person (s) hired under the projects shall be paid according to the project's restrictions.

The local Union, if requested, shall be entitled to the appropriate sections of the document pertaining to the above category of Employee(s).

\* All current Letters of Understanding not recognized are considered to be expired at time of ratification of the agreement unless otherwise agreed to and dealt with during negotiations.

**LETTER OF UNDERSTANDING**

**Between**

**Unemployed Help Centre of Windsor**

**And**

**Canadian Union of Public Employees and its Local 3679**

**Resource Centre Staffing on Saturdays**

The parties agree that there is a requirement for the Unemployed Help Centre to provide client services one (1) Saturday per month.

The employer will schedule one (1) qualified employee to staff the Resource Centre on one Saturday per month from 8:30 am to 12:00 pm

In lieu of the above, the employee will receive the following Monday off with no loss of pay. This agreement applies to the Resource Centre only and will not apply to any other hours of work.

The Saturday shift will be on a voluntary basis by those qualified to perform the duties and will be awarded by seniority. Should no one volunteer the shift will be assigned to the least senior qualified employee.

Remuneration hour hours worked will be at employees' regular pay.

This agreement will be in effect for the term of the Collective Agreement and may be renewed upon mutual agreement of the parties.

No request for leave on any given Saturday will be unreasonably denied.

Dated at Windsor this 17th day of December 2024

**FOR THE UNION**

*Shakera Reik-Stieptoe*  
Shakera Reik-Stieptoe (Dec 17, 2024 15:10 EST)

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*Rachel Pare*  
Rachel Pare (Dec 18, 2024 14:25 EST)

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*Ella Radovan*  
Ella Radovan (Dec 18, 2024 19:22 EST)

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*Cassie Withers*

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**FOR THE EMPLOYER**

*Sean O'Donnell*  
Sean O'Donnell (Dec 12, 2024 16:55 EST)

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*Dean Christie*  
Dean Christie (Dec 16, 2024 13:33 EST)

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**LETTER OF UNDERSTANDING**  
**Between**  
**UNEMPLOYED HELP CENTRE HUB of OPPURTUNITIES**  
**And**  
**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3679**

**Whereas the parties have agreed to a wage payment for current employee in the Belle River Clerk position and Float position in Windsor when performing intakes.**

**The parties hereto agree that the following conditions will apply:**


**The UHC will pay the staff member the Caseworker rate (higher rate) for an entire day to complete four (4) full intakes. When a staff member is required to do an intake, that staff member will be paid the Caseworker rate on the day the first full intake is conducted.**


**The staff member will record this intake in their sign-in/out for payroll purposes. The staff member will need to conduct three (3) more full intakes before they will be paid the Caseworker rate (higher rate) again.**

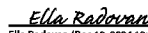
**It will take four (4) complete intakes to count as a full day's pay at the higher rate.**

Dated at Windsor this 17th day of December 2024

**FOR THE UNION**

  
Shakera Reid-Sleptoe (Dec 17, 2024 15:10 EST)

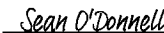
  
Rachel Pare (Dec 18, 2024 14:25 EST)

  
Ella Radovan (Dec 18, 2024 19:22 EST)

  
Carrie Withers

**FOR THE EMPLOYER**

  
Sean O'Donnell (Dec 12, 2024 16:55 EST)

  
Sean O'Donnell (Dec 12, 2024 16:55 EST)

  
Dean Christie (Dec 16, 2024 13:33 EST)

**LETTER OF UNDERSTANDING**

**Between**

**Unemployed Help Centre of Windsor**

**And**

**Canadian Union of Public Employees and its Local 3679**

**Retirement Incentives:**


**During negotiations for the renewal of the 2024 Collective Agreement there was an agreement made to offer retirement incentive to eligible members.**


**The offer will be to:**

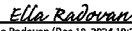
- 1. Provide a total of five (5), one-time lump sum retirement incentives of \$10,000 (minus statutory deductions) to members who are eligible for CPP.**
- 2. These five (5) members will also be paid for thirty (30) days of their accumulated sick bank in accordance with Article 24.03.**
- 3. Requests for in order of seniority of those that are eligible beginning in early November 2024. The target retirement date is no later than January 31, 2025. The date of retirement is predicated on operational requirements.**
- 4. All jobs that are vacated by this process will be posted in accordance with Article 13. External (new) applicants will be paid a start rate of 85% of the hourly job rate. This reduced start rate will only apply to the jobs vacated through this process or subsequent vacancies which are filled by external applicants and will only be for their first year of employment. This provision will not transfer to subsequent postings.**

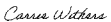
Dated at Windsor this 17th day of December 2024

**FOR THE UNION**


  
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Shakera Reid-Steele (Dec 17, 2024 15:10 EST)


  
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Rachel Pare (Dec 18, 2024 14:25 EST)

  
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Ella Radovan (Dec 18, 2024 18:22 EST)

  
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**FOR THE EMPLOYER**

  
 \_\_\_\_\_  
Sean O'Donnell (Dec 12, 2024 16:55 LST)

  
 \_\_\_\_\_  
Dean Christie (Dec 16, 2024 13:33 EST)

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