

COLLECTIVE AGREEMENT

Between:

Hamilton Community Legal Clinic/Clinique Juridique
Communautaire de Hamilton

- and -

Canadian Office & Professional Employees' Union,
(COPE) Local 343 CLC

April 1, 2022 to March 31, 2025

**Extended to Non-Bargaining Unit Staff

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ARTICLE 1 - PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settle conditions of Employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all material matters pertaining to working conditions, employment, services, etc. (*Revised Nov. 20/00*)
- (c) To encourage efficiency in operation.
- (d) To promote the morale, well-being and security of all Employees in the bargaining unit of the Union.
- (e) To create a workplace that embraces Anti-discrimination/Anti-Oppression actions and values. (*New June 2022*)

Therefore, the purpose of this Agreement is to set forth the agreement of the parties pertaining to rates of pay, hours of work and terms and conditions of employment of Employees within the Bargaining Unit.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

2.01 (a) The Employer recognizes the Union as the sole bargaining agent of all of its employees in the City of Hamilton, save and except the Director of Legal Services and Supervisor of Intake Services, Supervisor of Finance and Administration, Supervisor of Operations, Staff Lawyers and Project/Grant Employees. (*Revised June 2022*)

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the Bargaining Unit shall not perform any jobs, which are included in the Bargaining Unit, except those tasks customarily performed by non-Bargaining Unit Employees according to the established practice of the clinic and those tasks that Non-Bargaining Unit Employees are performing which would normally be conducted by Bargaining Unit Employees who are absent. (*Revised January 10, 2006*)

2.03 No Other Agreement

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of the Collective Agreement.

2.04 The parties to this Collective Agreement agree that the Collective Agreement shall be written in gender affirmative/gender neutral language.

ARTICLE 3 - EMPLOYEE RIGHTS

3.01 Rights and Privileges of Employees

The rights and privileges of Employees include, but are not limited to:

- (a) Once a regular work schedule has been established, aside from the regular rotation duties, no major changes shall be implemented without mutual agreement. *(Revised June 2022)*
- (b) As agreed to from time to time and for the purpose of enhancing organizational engagement Employees will have the right to participate at a Board of Directors meeting or board committee.
- (c) The Employer shall have the right to manage the workplace, including the right to hire, assign, promote, classify, lay-off, recall, supervise and discipline, discharge, direct the workflow, and enforce reasonable rules, regulations and policies, consistent with the provisions of this collective agreement. *(Revised June 2022)*

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, restriction, or coercion exercised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, sex or marital status, place of residence, national origin, political or religious affiliation or activity, number of dependants, physical or mental handicap, past medical history, past criminal record, sexual orientation, source of income, membership or activity in the Union nor for any other reason which may, from time to time, be articulated in the Ontario Human Rights Code.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Bargaining Unit Employees to be Members

All Bargaining Unit Employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All future Bargaining Unit Employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Check-off Payments

The Employer shall deduct from every Bargaining Unit Employee any monthly dues, owing to the Union.

The Union will advise the Employer in writing of its dues along with the guidelines of COPE Dues Calculations. The amount so advised shall continue to be deducted until changed by further written notice to the Employer by the Union. *(Revised June 2022)*

6.02 Deductions

Deductions shall be made and forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month they were deducted, accompanied by a list of the names, classifications and addresses and base wages of Employees from whose wages the deductions have been made. The Employer agrees to make any necessary adjustments as a result of a retroactive wage settlement.

ARTICLE 7 - NEW EMPLOYEE ORIENTATION/TRAINING

7.01 New Employees

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with union security and dues check-off.

7.02 Copies of Collective Agreement

On commencing employment, the Employee's immediate supervisor shall introduce the new Employee to their union steward or representative, who will provide them with a copy of the Agreement.

7.03 New Employee Orientation

A representative of the Union shall be given an opportunity to meet each new Employee within regular working hours, without loss of pay, for a maximum of sixty (60) minutes during the first month of employment for the purpose of acquainting the new Employee with the benefits and duties of union membership and the employees responsibilities and obligations to the Employer and the Union. *(Revised June 2022)*

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, except correspondence arising out of *Article 12 (Grievances)*, shall pass to the Executive Director, with a copy to the Chairperson, Board of Directors and the Business Representative of this Local Union and the Steward of the Unit affected. *(Revised Nov. 20/00)*

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 There shall be no strikes or lockouts so long as this Collective Agreement continues to operate. The meaning of the words "strike" and "lockout" shall be as defined in the *Labour Relations Act, 1995*. *(Revised June 2022)*

- 9.02 In the event of a legal strike or lockout, it is agreed and understood that the parties will co-operate to ensure that any steps necessary to preserve a client's rights or interests will be taken.
- 9.03 Employees covered by this Agreement shall have the right to refuse to cross a legal picket line or to handle struck work arising out of a labour dispute. The Employee shall attempt to notify the Employer in advance that they intend to exercise this right in order that the Employer may make alternate arrangements.
(Revised Nov. 20/00)

ARTICLE 10 - ESTABLISHED PRACTICE

- 10.01 All rights, benefits and privileges enjoyed by Employees prior to the execution of this Agreement shall be continued and no change shall be made unless mutually agreed to by the Employer and the Union.

ARTICLE 11 - LABOUR MANAGEMENT RELATIONS

11.01 Representation

Each party shall supply the other with a list of its representatives, committees and contact persons on a regular basis and whenever requested by the other parties.

11.02 Representation by the Union

The Local Union shall have the right at any time to have the assistance of representatives of the Canadian Office and Professional Employees Union when dealing or negotiating with the Employer. Such representatives shall have access to the Employers premises in order to investigate and assist in the settlement of a grievance. *(Revised June 2022)*

11.03 Meeting of Committee

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

11.04 Time Off for Meeting

Any representatives of the Local Union on the Bargaining Committee, or acting as a Steward, who is in the employ of the Employer, shall have the right of attending meetings held within working hours without loss of remuneration. Meetings will be scheduled to account for employment obligations.

11.05 Technical Information

The Employer shall make available to the Local Union, on request, information in the Employer's possession required by the Union, such as job descriptions, job classifications, wages and pension and welfare plans.

11.06 Education on the Job

The Employer shall allow the Union to sponsor education functions such as seminars, workshops, lectures, etc., to be held on the Employer's premises during the Employees' lunch period or following the regular working day.

11.07 Employee/Employer Relations Committee

- (a) An Employee/Employer Relations Committee shall be established consisting of up to two (2) Union representatives and up to two (2) Employer representatives. Both sides may be further represented and assisted at Committee meetings by additional persons provided both parties mutually agree to their attendance and to the nature of their participation.
- (b) The Employee/Employer Relations Committee shall meet at the request of either party, usually once every three (3) months at a mutually agreeable time to discuss matters of mutual concern. Where practical, each party will notify the other of the proposed agenda items in writing one (1) week in advance of the meeting. If there are no agenda items, the parties may agree to forego this meeting. (Revised April 2013)
- (c) The Chairperson of the Committee shall alternate between a member of the Committee selected by the Union and a member of the Committee selected by the Employer.
- (d) The set of minutes signed by both parties will be produced by the Employer for each Committee meeting. The minutes will accurately describe those matters discussed and/or decided and approved by the Committee. Where a matter has been deferred, the minutes will show which person or party is responsible for follow-up. Copies of the minutes will be sent to the Union staff representative in addition to each Committee member.
- (e) Union representatives shall suffer no loss of remuneration for attending Employee/Employer Relations Committee meetings held during regular business hours and shall receive compensatory time off at the appropriate rate for such meetings held outside of regular business hours in accordance with Article 30. (Revised Nov. 20/00)
- (f) The Employee/Employer Relations Committee will provide a forum for ongoing communication between the parties.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards, whose duties shall be to assist any Employee which the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

12.02 Names of Stewards

The Local Union shall notify the Employer in writing of the name of the Steward or Stewards before the Employer shall be required to recognize them.

12.03 Permission to Leave Work

The Employer agrees that Stewards shall not be restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that Stewards are employed to perform full-time work for the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without the permission of their supervisors, which permission shall not be unreasonably withheld.

12.04 Definition of Grievance

A grievance is any alleged violation of the terms and conditions provided by this Collective Agreement. A grievance may be filed by any Employee, the Union or the Employer. As set out in this Collective Agreement grievances will be categorized as individual employment grievances, policy grievances, or group grievances. *(Revised June 2022)*

12.05 Preamble

An earnest effort shall be made to settle grievances fairly and promptly in the following manner: the aggrieved Employee(s) may submit the grievance to their Steward or a representative of their choice who shall act as Steward.

Step 1

The Employee, together with the Steward, shall submit the grievance in writing to the Supervisor. The Supervisor shall reply in writing within five (5) working days. *(Revised June 2022)*

Step 2

Failing satisfactory settlement in *Step 1*, the grievance shall be submitted to the Executive Director or for Employees supervised by the Executive Director to the Board of Director's Personnel Committee for the Clinic. The Employer and Union shall meet within ten (10) days of receiving the submission to provide an opportunity for the Union to present the grievance. The Employer shall provide a decision in writing within five (5) working days of the presentation of the grievance. *(Revised June 2022)*

Step 3

Failing satisfactory settlement in *Step 2*, either party may refer the dispute to arbitration. "The Arbitrator's decision is final." *(Revised June 2022)*

12.06 Policy Grievance

Where a dispute involves a question of general application, violation or interpretation of this Agreement, the employer or the Union will schedule an EERC meeting and attempt to seek mutual agreement first however, if unresolved the Union will follow the grievance procedures set out in article 12 at Step 2 of the grievance procedures. *(Revised June 2022)*

Step 2

The grievance shall be submitted to the full Board of Directors at the next regularly scheduled meeting. At the meeting, the Board shall provide the Union with an opportunity to present the grievance. The Executive Director may present the management position. A decision in writing shall be made within five (5) working days of the meeting.

Step 3

Failing satisfactory settlement in *Step 2*, either party may refer the dispute to arbitration.

12.07 Replies in Writing

Replies to grievances shall be in writing at all stages.

12.08 Facilities for Grievances

The Employer shall provide the necessary facilities for the grievance meetings.

12.09 Computation of Time

Where there is a reference to a number of days between two (2) events, they shall be counted by excluding the day on which the first event happens and including the day on which the second event happens. The parties may extend or abridge any time prescribed by this section on such terms as are mutually acceptable.

12.10 Technical Objections to Grievances

Failure to comply with the formal and technical requirements of this section constitutes an irregularity only and an arbitrator may allow all necessary amendments and waive procedural irregularities, on such terms as are just, to secure the just determination of the real matters in dispute and to render a decision according to equitable principles and the justice of the case. Parties may amend the grievance procedure by mutual agreement in writing. *(Revised January 10, 2006)*

A decision or settlement reached at any stage of the grievance procedure shall be final and binding upon all parties, including the Employee, and shall not be subject to reopening by any party except by agreement in writing. *(Revised June 2022)*

ARTICLE 13 - ARBITRATION

- 13.01 (a) The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this agreement.
- (b) Where a referral to arbitration is contemplated, notice to the other party in writing shall be delivered within ten (10) working days of the grievance procedure decision giving rise to the referral. The parties shall select a mutually satisfactory candidate for the position of Arbitrator within five (5) days of the delivery of the Notice of Intent to Arbitrate. Where the parties are unable to agree on an Arbitrator, the Minister of Labour for Ontario shall be asked to appoint an Arbitrator. The costs of the Arbitrator shall be borne equally by the Union and the Employer. The parties agree to attempt to develop a list of mutually acceptable Arbitrators.

13.02 Agreement on a Board

The parties may, by mutual consent, agree to appoint an Arbitration Board. In the event that the parties agree to a board, each party shall be responsible for the costs of their nominee.

ARTICLE 14 - RESOLUTIONS AND REPORTS OF THE BOARD

14.01 Employer Shall Notify Union

The Employer agrees that before any decision is made concerning conditions of employment affecting Employees within the Bargaining Unit, the Union shall be advised. The Employees and the Union shall have an opportunity, if they deem it necessary to speak with the Board of Directors before the decision is made.

14.02 Copies of Resolutions

Copies of all motions, resolutions and/or rules and regulations adopted by the Board which affect the members of the Union are to be posted on the union bulletin board and when and where possible items will be emailed. (*Revised June 2022*)

ARTICLE 15 - SENIORITY

- 15.01 Seniority is defined as the length of service in the Bargaining Unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recall.

15.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up to date seniority list shall be sent to the Union and posted upon the Employer's premises in a conspicuous location in January of each year.

15.03 Probation for Newly Hired Employees

a) **Pension**

Newly hired Employees shall be hired on a probationary basis for a period of three (3) months. During the probationary period, Bargaining Unit Employees shall be entitled to all rights and benefits of this Agreement other than entitlement to the Defined Pension Plan medical benefits, due to plan rules. At the mid-point and on or about the completion of the three (3) month period, the Employee will undergo evaluation in accordance with the evaluation procedures of the clinic and be advised of their work performance. The Employer may extend the probation period for a further three (3) months upon agreement with the Union. *(Revised June 2022)*

- (b) If the probation period is extended, an evaluation will be made of the Employee's work at the end of the probation period.
- (c) After completion of the probationary period, the Employee's seniority shall be effective from the original date of employment, The Full-time employee's eligibility for participation in the defined pension plan will commence after the successful completion of the 3 month probationary period. *(Revised June 2022)*
- (d) The Employer may terminate a probationary Employee for cause at any time during the probationary period. It is understood that there is a lesser standard of what constitutes just cause for a probationary Employee than for a seniority Employee. *(Revised Nov. 20/00)*

15.04 Loss of Seniority

An Employee shall not lose seniority rights if they is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An Employee shall only lose their seniority and be deemed terminated in the event the Employee:

- (1) Is discharged for just cause and is not reinstated.
- (2) resigns or retires.
- (3) Is absent from work for three (3) or more days without sufficient cause or notifying the Employer unless such notice was not reasonably possible.
- (4) Fails to properly return from layoff under the terms of article 17.05 without notifying the employer of exceptional circumstances.
- (5) is laid off for a period of longer than two (2) years.
- (6) fails to return from public office at the time specified in accordance with this Agreement.

- (7) fails to return from a leave of absence permitted under *Article 23* at the time specified or agreed as the case may be without a satisfactory reason. (Revised Nov. 20/00)
- (8) In the event the Employer implements 15.05 (a), the affected Employees shall have the option of continuing their health and welfare and insurance benefits coverage by paying the full premium.

It shall be the responsibility of the Employee to keep the Employer informed of their current address. Laid-off employees may provide the employer with a personal email address and phone number which the Employer shall use in addition to registered mail. If any Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an Employee. (*New June 2022*)

- 15.05 (a) An employee's seniority shall be lost and the employee shall cease to be an employee where the employee is absent from work for a period of two (2) consecutive calendar years. (*Revised June 2022*)
- (b) Before implementing the loss of seniority and the loss of employment clause 15:05 (a), the Employer shall meet with the Union and will give fair and reasonable consideration to all information presented by the employee and the Union as to whether the Employee could, within the reasonable foreseeable future, be capable of returning to their position.
- (c) For the purposes of this Article, a year of absence shall include any year when the employee failed to work four (4) weeks during the calendar year.
- (d) Implementation of this clause shall be in accordance with the Ontario Human Rights Code and any other relevant legislation.
- (e) In the event the Employer implements 15:05 (a), the affected employee shall have the option of continuing their health and welfare and insurance benefits coverage by paying the full premium.
- (f) It shall be the responsibility of the Employee to keep the Employer informed of their current address. If any Employee fails to do this, the Employer will not be responsible for a failure of a notice to reach an employee. (*New June 2022*)
- (g) In the event the Employer implements 15.05 (a), the affected employee shall, if available have the option of continuing their health and welfare and insurance benefits coverage by paying the full premium. (*New June 2022*)

ARTICLE 16 - TRANSFERS AND PROMOTIONS

16.01 Posting Job Vacancies

All job vacancies in the Bargaining Unit shall be posted for a period of five (5) working days on the Union bulletin board in all offices covered by the Employer, during which time applications from Employees will be received by the **Executive Director or designate**. (Revised April 2013)

16.02 The Union will be supplied with a copy of the posted job, and a summary of the result.

16.03 All applicants within the Bargaining Unit will be interviewed, and those not accepted will be informed in writing of the reason within ten (10) working days.

16.04 (a) An Employee will have at least thirty (30) days in which to become acquainted with the details of any new job involving a promotion. During this time an Employee may voluntarily elect to return to their previously occupied position without loss of seniority or where the Employer has assessed and determined there is an inability to perform the necessary responsibilities of the position, the Employer may return the Employee to their previously occupied position without loss of seniority in which case the filing of subsequent vacancies arising from the original promotion or staff transfer will be reversed. A 30 day trial period shall not apply in the case of a temporary position of less than five months. *(Revised June 2022)*

It is agreed that the employer shall provide adequate training and support to ensure employees succeed during their thirty-day trial period. *(Revised June 2022)*

(b) In the event that an Employee receives a transfer/promotion to a job with a different classification, the new salary rate will be determined taking into consideration the employee's years of experience and/or training/knowledge and the employee's years of service in the clinic. All pay rates for new positions shall be negotiated with the Union.

16.05 Temporary Employees

If management of the Employer selects a member of the bargaining unit for a temporary promotion to a non-bargaining unit position, then the following will apply:

- i) The successful applicant will be entitled to retain accrued seniority to the date of promotion for a period of one year following the date of promotion.
- ii) In the event that the successful applicant returns to a bargaining unit position with the Employer within one year following the date of promotion, the applicant will retain seniority in respect of all years of service performing bargaining unit work; and
- iii) In the event that the successful applicant continues to perform non bargaining unit work for a period of one year following the date of promotion,

then the applicant will lose all seniority and will not be maintained on the seniority list of the Employer.

16.07 Disabled Worker Provision

An Employee, who has become incapacitated by injury or illness, will be employed in other Bargaining Unit work, which they can do. Such Employee may not displace an Employee with more seniority.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 In any transfers which may arise during a layoff situation, or other reduction in the workforce, consideration shall first be given to placing the Employee to be transferred on a job of comparable rate, and secondly, on a job of lesser rate, for which they are qualified, displacing, if necessary, an employee of lower seniority, and the transferred Employee will be paid at the lesser rate. *(Revised June 2022)*

17.02 In such transfer situations, it is agreed that a training period is frequently required. Such training period will not be less than two (2) weeks, or more than eight (8) weeks, depending on what is reasonable in the circumstances. *(Revised June 2022)*

17.03 Role of Seniority in Layoffs

Seniority shall govern in the event of layoff. However, subject to the training period as provided in 17.02, if there is no Employee in the Bargaining Unit qualified to perform the work of the Employee liable for layoff, such Employee may be bypassed.

17.04 Advance Notice of Layoff

The Employer shall give the Union and the Employee(s) forty (40) working days' notice of any indefinite layoff and ten (10) days' notice of a temporary layoff. The Union will also receive a list of the Employees to be laid off.

17.05 Recall Procedure

- (a) Employees who are laid off will be retained on a recall list and will maintain and accrue seniority as set forth in 15.01.
- (b) When work is available, the Employees on the recall list will be recalled in order of seniority provided that the Employee can meet the normal requirements of the work with training of not less than two (2) weeks and not more than eight (8) weeks.
- (c) No new Bargaining Unit Employees will be hired until those laid off have been given an opportunity of recall.

17.06 Notice of recall to work shall be directed by Registered Mail to the Employees last known address. If they are contacted by telephone, the recall will be confirmed by Registered Mail. It shall be the Employee's responsibility to keep the Clinic informed of their address.

17.07 The recalled Employee must notify the Clinic of their intention to return to work within five (5) days of receipt of the registered recall notice, and must return to work on the date set out in the recall notice, or make alternative arrangements satisfactory to the Employer. (Revised Nov. 20/00) If the registered mail is returned to the employer and if there is no communication from the employee the Employer will notify the union for a decision of termination. (*Revised June 2020*)

17.08 An Employee who refuses recall to a lower-rated job will not lose seniority, but will lose future claim in the current layoff to the job which the Employee had refused to accept.

17.09 Temporary Employee and Replacement Worker

a) In the event that a Bargaining Unit Employee is entitled to a prolonged absence from the Clinic but has not terminated their employment, the Employer shall have the right to hire a replacement employee to perform the work of that Bargaining Unit position at the start rate of the incumbent's classification.

The replacement employee shall have all the rights and privileges as well as the duties set out under this Agreement save and except entitlement to the defined pension plan and the medical benefits described herein. Temporary Employees who are hired for a period in excess of one (1) year shall be entitled to benefits under the defined pension plan and medical benefits outlined in the Collective Agreement according to the discretion of Legal Aid Ontario and upon their approval. (Temporary replacement Employees shall be required to serve a probation period as outlined in *Article 15.03* of this Agreement.) (*Revised June 2022*)

b) From time to time a temporary position may be available, if the temporary vacancy is less than five (5) months and training and efficiency would be difficult the Employer has the right to fill the vacancy through shared work amongst part-time Employees who are interested in working a greater number of hours. In such cases the Union will be notified. (*Revised June 2022*)

c) In the event the vacancy is due to an extended leave of absence, then the Employer shall have the right to hire a Temporary Employee to perform the work of that Bargaining Unit position at the start rate of the incumbent's classification.

d) The Temporary Employee shall have all the rights and privileges as well as the duties set out under this Agreement save and except entitlement to the registered retirement savings plan benefit and the medical benefits described herein.

e) Temporary Employees who are hired for a period in excess of one (1) year shall be entitled to benefits under the registered retirement savings plan and medical benefits outlined in the Collective Agreement according to the discretion of Legal Aid Ontario and upon their approval. (Temporary replacement Employees shall be required to serve a probation period as outlined in *Article 15.03* of this Agreement.) (*Revised Nov. 20/00*)

ARTICLE 18 - DISCHARGE AND DISCIPLINARY PROCEDURE

18.01 Discharge for Cause

When the Employer is considering discharging an employee, the Union shall be notified and a representative of the union shall be permitted to attend any investigative, disciplinary or discharge proceedings. *(Revised June 2022)*

18.02 Discipline

An Employee who is being disciplined in a manner other than discharge for cause shall be retained on the payroll and no discipline shall be invoked until the grievance is finalized.

18.03 If it is necessary to notify an Employee of any disciplinary action being taken against the Employee this shall be done in the presence of the Employee's Steward or designate. Management shall not take any disciplinary action without first verbally warning the Employee and allowing them reasonable time to rectify the problem and a further warning shall be in writing, unless circumstances justify immediate suspension or discharge. The Employer and the Union agree that disciplinary penalties shall not be imposed unreasonably or unjustly. *(Revised Nov. 20/00)*

18.04 Where an Employee's work is considered to be unsatisfactory, the Employer shall first interview the Employee in the presence of the Steward, if requested by the Employee, and give the Employee reasonable time, which shall be specified, to show improvement.

If the Employee does not show improvement within the time specified, the Employer shall give the Employee notice in writing of the nature of the unsatisfactory work and provide them with the information to share the notice with the steward.

18.05 The employer shall not withhold wage increases or adjustments as a form of disciplinary action. *(Revised Jan. 10/06)*

ARTICLE 19 - TERMINATION AND SEVERANCE PAY

19.01 Permanent Layoff or Cease to Operate

Where employment is severed due to a permanent reduction in the workforce, or due to the Clinic ceasing operation, the Employer shall pay severance pay equal to two (2) weeks' pay plus an additional one (1) week's pay for each year of service to a maximum of twenty-two (22) weeks' pay (or such longer period if provided in employment contract of previous Employee), or in accordance with the Employment Standards Act if it provides a greater benefit. *(Revised Nov. 20/00)*

19.02 Notice of Termination

- (a) Employees shall give, and be given, a minimum of one (1) months' notice of termination, but in no case shall notice be less than that provided by the Employment Standards Act, and no advance notice of termination or termination pay need be provided in the event of discharge for cause. (Revised Nov. 20/00)
- (b) Whenever possible, the Employer will endeavour to hire new staff so that there is a minimum of ten (10) working days overlap.

19.03 Directors Liability

In the event that the Clinic ceases to be an incorporated body, no Director shall be held individually liable for any amounts payable under *Articles 19.01 and 19.02*.

ARTICLE 20 – TECHNOLOGY IMPLEMENTATION

20.01 Where the employer intends to implement new technology in the workplace, the employer shall offer adequate training and support to ensure existing employees are successful in using the new technology. Where such a change in technology will result in a reduction of the overall workforce, layoffs shall be governed by seniority rights, as defined in articles 15 and 17. (*Revised June 2022*)

ARTICLE 21 - HOLIDAYS

21.01 (a) The following days shall be considered paid holidays:

Christmas Eve Day	Christmas Day	Boxing Day
New Year's Eve Day	New Year's Day	Good Friday
Easter Monday	Victoria Day	Canada Day
Civic Holiday	Labour Day	Thanksgiving Day
Remembrance Day	Family Day	National Aboriginal Day
Truth and Reconciliation Day		

and any other statutory holiday that may be declared by federal or provincial statute. (*Revised June 2022*)

- (b) The Clinic shall be closed to the public between Christmas Eve Day and New Year's Day, inclusive. All staff shall be entitled to regard this period as time off in addition to vacation and compensatory time but not in addition to any Statutory Holidays or weekend days which may fall within the period. The parties recognize that the Clinic will be closed for a different number of days in different years as a result. The Clinic shall be closed from December 24 to January 1, inclusive with no loss of pay provided that one caseworker shall be responsible for providing necessary service to people who "have open case files with the Clinic." The caseworker will be selected by agreement between the Employer and the Union but a schedule of caseworker's names will be prepared to

allow for an equitable rotation of the responsibility. The schedule will be prepared as far in advance as possible but not less than six (6) months. If a caseworker is required to attend "to any office business the Employee shall keep a record of the time spent and be compensated at the rate of double time. With the exception of paid holidays listed above, all calls shall be returned within twenty-four (24) hours." Other staff may be required to replace a caseworker in the event of an emergency.
(Revised Nov. 20/00)

- (c) If any of the holidays fall on a Saturday or Sunday, the preceding Friday or following Monday may be considered the holiday by mutual agreement. Failing agreement, if any of the holidays fall on a Saturday, the preceding Friday shall be considered as the holiday; and if any of these holidays fall on a Sunday, the following Monday shall be considered as the holiday.
- (d) If the Canada Day holiday does not fall on a Friday or Monday, the staff shall be polled to determine if they wish to take the statutory holiday on the actual date or the Friday or Monday closest to that date. The majority decision (of all Employees including non-bargaining unit staff) shall determine the day to be taken. (Revised Nov. 20/00)

21.02 An Employee required by the Employer to work on any of the days mentioned in 21.01 above, may take two (2) working days off in lieu of their paid holidays.
(Revised Nov. 20/00)

21.03 In the event that one (1) or more of these paid holidays occur during the Employee's vacation those day/days shall not be counted against the said vacation days taken within the fiscal year. (Revised January 10, 2006)

21.04 An Employee may substitute any of the days in *Article 21.01* above for religious reasons. These days must be declared in advance by the Employee.

21.05 If the office is closed for a full day while an employee is on vacation, the employee will have the vacation day credited back to them.

ARTICLE 22 - VACATIONS

22.01 All employees during the first year of employment must earn vacation before being entitled to it: (Revised April 2013)

The vacation entitlement earned upon completion of:

1 year	- entitled to 3 weeks paid vacation (15 working days)
2 years	- entitled to 3 weeks paid vacation (15 working days)
3 years	- entitled to 4 weeks paid vacation (20 working days)
4 years	- entitled to 4 weeks paid vacation (20 working days)
5 years	- entitled to 4 weeks paid vacation (20 working days)
6 years	- entitled to 4 weeks paid vacation (20 working days)
7 years	- entitled to 5 weeks paid vacation (25 working days)
8 years	- entitled to 5 weeks paid vacation (25 working days)
9 years	- entitled to 5 weeks paid vacation (25 working days)

12 years - entitled to 6 weeks paid vacation (30 working days)

Upon completion of twenty (20) years of service, an Employee will be entitled to one additional week (5 working days) of vacation to be taken within the fiscal year beginning April 1st and ending March 31st.

After 21 years of service - entitled to 1 day (6 weeks + 1 day =31 working days)

After 22 years of service - entitled to 1 day (6 weeks + 2 days=32 working days)

After 23 years of service - entitled to 1 day (6 weeks + 3 days=33 working days)

After 24 years of service - entitled to 1 day (6 weeks + 4 days=34 working days)

After 25 years of service - entitled to 1 day (6 weeks + 5 days=35 working days)

Therefore after twenty-five (25) years of service there will be seven (7) weeks (35 working days). After twenty-five (25) years of service no change. Stays as is. (Revised January 10, 2006)

22.02 If it is necessary because of workload requirements, or for personal reasons, to defer all or part of a vacation from one anniversary date to the next, such deferment can only be made until the end of the following anniversary date **by mutual agreement. Neither party shall unreasonably withhold their agreement.** (Revised April 2013).

b) Part time vacation entitlement will be determined on a prorated basis based on the Employee's hours of work. *(New June 2022)*

22.03 **Scheduling**

Subject to the requirements of the Employer, every effort will be made to grant Employees their vacations at a time convenient to them. Scheduling of vacations shall be determined by the staff, however, in the case of the disagreement amongst staff, Management will approve vacation time taking into consideration seniority and the amount of vacation already taken in that year.

22.04 The Employer agrees to recognize seniority earned in other Legal Aid Clinics and also uninterrupted continuous time worked at **Hamilton Community Legal Clinic/ Clinique juridique communautaire de Hamilton** by an Employee prior to joining the bargaining unit, for the purposes of calculating vacation entitlement only. (Revised April 2013)

22.05 An employee whose employment is terminated for any reason, except in the case of retirement, with a minimum combined age **and** service of 70, shall be paid their vacation credits on a pro-rata basis for the year they terminate. An employee who retires after September 1st with a minimum combined age and service of 70 shall receive their full annual vacation entitlement in the year of their retirement. (Revised April 2013)

22.06 It is agreed that no more than six (6) weeks' vacation, statutory holidays and compensatory time may be taken at any one time by an Employee who has accumulated greater leave except as may otherwise be agreed in extenuating circumstances. It is also agreed that vacation approval, including the amount of time taken at any given time will be based on the staffing levels and clinic

workload. It is generally understood that vacation request above three (3) weeks will require a minimum of notice of two months. The Employer may consider exceptional personal circumstances where an employee cannot provide two months' notice. The employer shall not unreasonably deny such request.

In the five years preceding retirement, employees shall have the option of taking vacation time in consecutive weeks if desired to assist in bridging to retirement.
(Revised June 2022)

22.07 When vacations are interrupted or cancelled by the Employer so that vacation credits cannot reasonably be used; the Employee shall accrue vacation subject to the limits set out in *Articles 22.02 and 22.08*. The Employee will be reimbursed, upon justification, for any monies lost or forfeited by the interruption or cancellation.

22.08 An Employee required to work on any scheduled vacation day may take two working days in lieu, provided that the days selected are pre-approved by management. (Revised May 1/98.)

22.09 Earned vacations will be taken within the fiscal year beginning April 1st and ending March 31st of the following year. For staff employed after the fiscal year has commenced vacation time will be determined on a pro-rated basis.

Vacation schedule is set from April 1st to March 31st of each year. Employees shall submit their vacation requests by February 15th of each year for the vacation year commencing April 1st. Vacations shall be granted in order of seniority. Vacation requests not submitted by February 15th shall be granted on a first come serve basis subject to availability. By November 1, the employer may meet with employees who have in excess of ten unscheduled days.
(Revised June 2022)

22.10 No Employee shall accumulate or carry over more than 10 days of vacation from one fiscal year to the next except as may otherwise be agreed between the parties in writing. (Revised January 10, 2006)

22.11 Part time vacation entitlement will be determined on a prorated basis based on the Employee's hours of work.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Emergency Care and Bereavement Leave:

- (a) The Employee who has been employed by an Employer for at least two consecutive weeks is entitled to a paid leave of absence for five days because of the death in the immediate family, which shall mean the cohabitant, spouse, children, parents, siblings, or parents-in-law, grandparents, grandparents-in-law, grandchildren, son-in-law, daughter-in-law, sister-in-law, brother-in-law, ward or guardian;

- (b) An Employee who has been employed by an Employer for at least two consecutive weeks is entitled to a paid leave of absence for two days because of the death of an aunt, uncle, niece or nephew. If two days are insufficient, the Employee may request an additional two (2) days with pay. Approval of this request shall not be unreasonably withheld.
- (c) An Employee who has been employed by the Employer for one year can be approved for up to five paid days within the calendar year for emergency care leave to care take an immediate family member who has a serious illness due to injury or illness and whose illness is life threatening. Immediate family, which shall mean the cohabitant, spouse, parents or children of the Employee.
- (d) Employees may request extended bereavement leave with or without pay for persons not specified in 23.01(a) or 23.01(b) or for an extension of time for a leave taken under 23.01(a) or 23.01(b). The Clinic recognizes that family structure, cultural practices, connections to community, land and culture vary between cultures and communities. These requests shall be made to the supervisor and if the employee is not satisfied with the decision, to the Executive Director. Approval of such requests shall not be unreasonably withheld. (Revised June 2022)

23.02 Training

An Employee who has been requested by the Employer to take additional education as a condition of employment will be compensated for their time and for costs of educational program/tuition.

23.03 General Leave

Reasonable time off with or without pay or with partial pay as the case may be, may be given for medical, personal or other reasons not provided herein. All such time off shall be subject to mutual agreement between the Employee and the Employer.

23.04 Elected Office Leave

- (a) The Employer shall grant a leave of absence without pay to an Employee for the purpose of standing for elected public office. Where such leave is granted, it shall commence no later than the day on which the writ for the election is issued, and shall terminate not before the day after which the votes are tabulated.
- (b) An Employee elected to public office shall be granted an unpaid leave of absence for one term of office up to a maximum of five (5) years. (Revised May 1/98.)

23.05 Part Time Employment Leave

A leave of absence allowing an Employee in the Bargaining Unit to work part time for the Employer for a period of time may be granted on the basis of a mutual agreement between the Employer and the Union.

23.06 General

The Union shall be notified by the Employer of all leaves granted under this Article.

23.07 Pregnancy Leave

Pregnancy leave shall be granted according to the provisions of the Employment Insurance Act. The EI weekly benefit of any Employee on leave of absence for pregnancy reasons shall be supplemented by thirty percent (30%) of the Employee's normal weekly earnings including any retroactive wage increase in accordance with the Supplemental Unemployment Benefit Plan appended to the Agreement as *Schedule 2*. Pregnancy leave shall be granted to a female Employee who has been employed at the clinic for thirteen (13) weeks. As in accordance with the Employment Insurance Act. (Revised Nov. 20/00)

23.08 Parental Leave

An Employee who has been employed for at least thirteen (13) weeks and request parental leave shall be granted leave if they meet the requirements under the provisions of the ESA. The ESA provides parental leave to a person who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the Employee's custody, care and control for 63 weeks (61 weeks for birth mothers who have taken pregnancy leave). (*Revised June 2022*)

The EI weekly benefit of any Employee on Parental Leave shall be supplemented by thirty percent (30%) of the Employee's normal weekly earnings including any retroactive wage increase in accordance with the Supplemental Unemployment Benefit Plan appended to the Agreement as *Schedule 2*. As in accordance with the Employment Insurance Act. (Revised March 15, 2019)

23.09 Seniority to Accrue During Leave

An Employee shall continue to accrue seniority, during any leaves under this *Agreement*. Vacation and sick leave entitlements will accrue only during maternity and parental leave. The Employer is obligated to continue making contributions to health and welfare plans and pension plans. (*Revised June 2022*)

23.10 Extended Parental Leave

Upon the expiry of any pregnancy/parental leave, an Employee shall be entitled to an extended parental leave of absence without pay for a period of up to one (1) year to be determined by the Employee. During this period the Employee shall accrue seniority. The Employee shall provide notice to the Employer in

the sixth (6th) month of leave confirming their intention to return to employment with the Clinic.

23.11 Reinstatement Following Leave

Upon return from leave, an Employee shall be reinstated to their job at the applicable rate.

23.13 Leaves for Union Work

An Employee who has been selected by the Union to attend Union conventions or conferences shall be granted a leave of absence without pay for this purpose. The Union will inform the Employer of the names of such delegates as far in advance as possible, and in any case fifteen (15) working days in advance.

The Employer shall grant an Employee leave of absence without pay of not more than two (2) years to work in an official capacity for the Union to which the Local is affiliated. The Employee must request the leave in writing and the Union must approve it. This leave may be extended for an additional two (2) years upon agreement of the parties.

Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave of absence with no loss of pay shall be granted to Employees elected as Executive Board members and Executive Officer of the Union, for the purpose of conducting the internal business affairs of the Union to a maximum of five (5) hours per month.

23.14 Benefits on Leave

The Employer shall endeavour to continue to pay benefits for Employees on approved paid leaves of absence. The Employer shall endeavour to continue to pay benefits for Employees on approved unpaid leaves of absence for up to three (3) months.

23.15 Vacation to Accumulate During Leave

Vacation shall accumulate during approved paid leaves of absence and unpaid leaves of absence up to two (2) weeks accumulation, **except as otherwise provided in this agreement**. (Revised April 2013)

23.16 Compassionate Leave

Employees who qualify for Employment Insurance while on a compassionate leave, family medical leave, family caregiver leave, critical illness leave, and child death leave shall be entitled to a top-up of thirty percent (30%) of salary while receiving Employment Insurance Benefits. (This shall apply in the same manner as Pregnancy/Parental leave top-up). (Revised June 2022)

23.18 Medical and Dental Appointments

Employees shall be allowed reasonable time off with pay to attend to medical/dental appointments not to exceed three hours per appointment. Where possible, appointments shall be booked so as to be the least disruptive to the work day, ie. first thing in the morning or at the end of the day. In the event of extenuating circumstances, exceptions shall be on a case by case basis. There shall be a maximum of fifteen (15) hours per year; however, additional time may be granted in extenuating circumstances. (Revised March 2019)

23.19 Prepaid Leave Plan

Employees are entitled to participate Deferred Salary Leave Plan, as passed by the Hamilton Community Legal Clinic Board on April 25, 2018. Requests for leave in accordance with the policy shall not be unreasonably denied.

Permanent employees with five years of service are eligible to participate in a Prepaid Leave Plan. The details of the Plan shall be appended to this agreement as Appendix 1.

Employees are entitled to participate Deferred Salary Leave Plan, as passed by the Hamilton Community Legal Clinic Board on April 25, 2018. Requests for leave in accordance with the policy shall not be unreasonable denied.
(Revised June 2022)

ARTICLE 24 - JURY AND WITNESS DUTY

- 24.01 An Employee summoned to be a witness or a juror by any body in Canada with the power of subpoena shall, if such attendance requires Their absence from work, notify the Executive Director as soon as possible after receipt of such summons. An Employee who has complied with the forgoing shall be granted leave with pay during the period of services to the court or summoning body, and such Employee shall return to the Employer any remuneration they receive as a witness or juror. The Employee may choose the option of requesting leave of absence without pay for the period in question and retain any remuneration they receives as a juror or witness.

ARTICLE 25 - SICK LEAVE

- 25.01 An Employee is entitled to fifteen (15) days of paid sick leave in any one attendance year. "Attendance year" means the period from the 1st day of April in a year to the 31st day of March in the following year.

Paid sick leave for new Employees will be calculated at one and one-quarter (1¼) days per month (15 days) calculated from the first day of the starting month to the end of the attendance year.

In the event a new employee has no accumulated sick leave days, the employee will have the option of taking unpaid sick days or may borrow up to five days from future accumulation. In the event that the employee leaves prior to accumulating the paid sick time, such leave will be deducted from their last pay. (Revised April 2013)

A maximum of ten (10) unused sick leave days from a previous year shall lie as a credit to be carried over to the next attendance year. (Revised April 2013)

The Executive Director shall have the authority to extend the sick leave period in individual cases. (Revised June 2022)

The Employee's supervisor shall, upon request, be provided with a medical certificate of illness for absences five (5) days or more. The Employer shall bear the cost of obtaining the certificate.

If an employee's multiple absences create an impact on their ability to meet the conditions of their employment the Employer will meet with the employee to discuss and performance manage for employees to meet the conditions of employment. (Revised June 2022)

Sick leave credits shall not accumulate for Employees on unpaid leaves of absence under *Articles 23.03, 23.04 and 23.15*. (Revised Nov. 20/00)

An employee who reports to work and then finds it necessary to leave the workplace due to illness, shall be deducted one-half day if they leave the workplace prior to lunch. Employees leaving after the lunch hour shall not be deducted a sick day. (Revised April 2013) If an employee's multiple use, three times within the calendar year, of this provision create an impact on their ability to meet the conditions of their employment the Employer will meet with the employee to discuss and performance manage for the employee to meet the conditions of employment or discuss if sick time would be more appropriate. (Revised June 2022)

25.03 Sick leave entitlement shall not be used for other purposes, except that where no one other than the Employee can provide for the needs during illness of an immediate family/household member or person who is solely dependent on the employee for care, an Employee shall be entitled to use accumulated sick leave

25.04 Employees shall have the ability to use up to three (3) sick days for personal days. Where possible, reasonable notice shall be provided when requesting a personal day. (Revised April 2013)

ARTICLE 26 - HEALTH AND SAFETY

26.01 The Employer will be responsible for the health and safety of the Employees during their working hours and furnish adequate facilities and equipment for that purpose.

A Joint Health and Safety Committee shall be established consisting of up to two (2) Union representatives and up to two (2) Employer representatives. The Joint Health and Safety Committee will meet at least once every three months, or more frequently, if agreed, in order to resolve health and safety concerns of the workplace. Such meetings will be held during working hours and Union representatives shall suffer no loss of remuneration for attending Joint Health and Safety Committee meetings. (Revised Nov. 20/00) (Revised April 2013)

The Chairperson of the Committee shall alternate between a member of the Committee selected by the Union and a member of the Committee selected by the Employer.

One set of minutes signed by both parties will be produced by the Employer for each Committee meeting. The minutes will accurately describe those matters discussed and/or decided and approved by the Committee. Where a matter has been deferred, the minutes will show which person or party is responsible for follow-up. Copies of the minutes will be sent to the Union staff representative in addition to each committee members.

Ergonomic evaluations shall be undertaken for employees who advise they are experiencing discomfort with their workstation. The Employer will bear the cost of such assessment. The Employer will ensure the implementation of recommendations resulting from the ergonomic assessment and will assume all costs thereof. (Revised May 1/98.)(Revised April 2013)

26.02 Any Employee may refuse to work with no loss of pay, if they or a fellow Employee is threatened by unsafe work conditions.

26.03 The Employer will be responsible for payment of qualified third-party testing that both the Union and the Employer agree may be required in the workplace or for Employees affected by the workplace. *(Revised June 2022)*

26.04 All employees whose job duties include uninterrupted use of a computer monitor will be entitled to turn their computer screen off, or step away from their computer screen, for a period of up to 10 minutes in every 2 hour period, and to perform alternative work duties during that time.

26.05 All employees whose job duties include uninterrupted use of a computer monitor for 2 hours or more daily shall be allowed to undergo such eye examination by an optometrist as they reasonably believe is required, annually, at the cost of such eye examination will be borne by the Employer.

ARTICLE 27 - BULLETIN BOARDS

27.01 The Employer agrees to provide the Union with a bulletin board in the office for the purpose of posting Union notices, and official paper notices shall be posted only by officers of the Union or the Local and shall be in keeping with the spirit and intent of this Agreement.

ARTICLE 28 - SALARIES AND WAGES

28.01 Salaries and wages are included *Schedule 1* to this Agreement.

The Employer shall actively pursue annual salary increases for Bargaining Unit Employees with the LAO, the Attorney General's Office and any other body, which may have or come to have influence on funding of the Clinic. (Revised May 1, 98) (Revised April 2013)

Should additional salary funding become available, the Employer will meet with the Union to determine how the funding will be disbursed. (Revised May 1/98)

The Board of Directors shall not transfer funding for personnel salaries from one Employee position to another. (Revised Nov 20/00)

The parties agree to negotiate a fair and equitable distribution of budget increases to salaries. (Revised June 2022)

The Employer agrees during January of each year to submit a pay equity proposal to the union for its approval for pay-out to Employees during that calendar year.

ARTICLE 29 - BENEFITS

29.01 The Employer shall pay one hundred percent (100%) of the Employer Health Tax for all Employees.

29.02 The Employer will seek to negotiate and purchase a benefit plan that is equivalent to the current plan, except as may be mutually agreed otherwise by the parties. (Revised June 2022)

The Union agrees that in order for the Employer to negotiate a comparable benefit plan, employees may be required to contribute by way of co-payment to the cost of purchasing those benefits not covered by funding sources. In the event that the employees are required to contribute by way of a premium payment in order to achieve a comparable benefit plan, the premium will be deducted from their paycheque automatically. The Employer agrees that co-payments, if implemented, will not be greater than \$40.00 per month for single coverage or \$100.00 per month for family coverage during the term of this agreement. In the event the co-pay is expected to exceed the caps outlined in the agreement, the parties agree to meet to review and discuss alternatives, which may include agreement to increase caps.

Benefits are not provided on behalf of employees regularly working less than 21 hours a week. (Revised June 2022)

29.03 All non-probationary staff working 80% or more of a full time equivalent shall be required to participate in the defined benefit pension plan as outlined in Article 29.04. All non-probationary staff working a minimum of 60% and a maximum of 79% of a full time equivalent shall be permitted to participate in the defined benefit pension plan as outlined in Article 29.04. (Revised June 2022)

29.04 Legal Aid Ontario (LAO) sponsors a group RRSP plan for the benefit of Clinics.

Eligible Employees can participate in the CAAT DB Plus pension plan. The Employer (the Clinic) contributing 5% of earnings on behalf of eligible Employees and the Employee contributing 5% of their earnings. In recognition that the Clinic currently receives LAO funding that specifically allots 5.5% of LAO-funded salaries, the Clinic will provide an additional 0.5% to eligible

Employees as additional remuneration for the purposes of offsetting Employee contribution costs. The pension plan is dependent on LAO continued allotment for pension, should that change the plan will change. *(Revised June 2022)*

The Employer will provide information to each Employee about the Clinic benefits package and defined pension Plan at the time of hiring. *(Revised April 2013)*

New LAO-funded Employees shall participate in the Clinic Funding Benefits package after three months of regular employment. *(Revised January 10, 2006)*

29.05 Travel Expense

The Employer shall pay to each Employee who uses their own automobile for purposes of work, \$0.40 per kilometre in accordance with prevailing personnel policy or such higher amounts as allowed by the funders. Mileage will be paid on the basis of total mileage in excess of the mileage from the Employee's home to office and return. Employees will use public transport when reasonable and practical. Subject to the Employers clarification of current levels of funding - in the event that this rate is increased by Legal Aid Ontario, the increase shall be provided to Employees covered by this Agreement. *(Revised Nov. 20/00)*

29.06 Meal Allowance

Where the Clinic sends a Staff Member or Board Member to a location outside of the Clinic for Clinic-related reasons which require them to have a meal away from the Clinic, that person may claim reimbursement for food items, other than alcohol, supported by receipts. The following amounts are the daily maximum, or such higher amounts as allowed by the funders:

-	Breakfast	-	\$8.75
-	Lunch	-	\$11.25
-	Dinner	-	\$20.00

The amounts are based on cost per meal cost and are not to be taken as a \$40.00 a day allowance. In many cases, Legal Aid Ontario (LAO) provides meals during the course of a meeting. The Employer will not reimburse charges for meals if Legal Aid Ontario (LAO) provides meals at the meeting. Original receipts are required to support all meal expenses and entertainment costs will not be accepted. *(Revised January 10, 2006) (Revised April 2013)*

29.07 The Employer agrees to enrol in the Workplace Safety & Insurance Board system and pay one hundred percent (100%) of the required premiums.

ARTICLE 30 - HOURS OF WORK

- 30.01 Full-time Community Legal Worker Employees will work thirty-five (35) hours per week composed of regular office hours, with some evening work. On occasion they may work on weekends with approval from their supervisor and will flex their hours to minimize any overtime hours. *(Revised June 2022)*

Support staff will work thirty-five (35) hours per week composed of regular office hours. In exceptional circumstances or in an emergency, the Support Staff may be asked to work evenings or weekends. It is agreed that as much notice as possible of the need for evening and weekend work by the Support Staff will be provided. A Support Staff member may refuse to work evenings or weekends if they have reasonable cause or compelling personal circumstances.

Community Development and Initiatives employees will work thirty-five (35) hours per week. It is understood that regular duties for these employees may include evening and weekend work. Overtime shall be accumulated for these roles in accordance with Article 30.02, and employees may flex their hours to minimize overtime accrual. *(Revised June 2022)*

- 30.02 It is recognized that from time to time in order to fulfil job duties, staff may work hours in excess of 35 hours per week. This has implications for service delivery by the Clinic. Overtime will be used sparingly, taking into consideration that, for the smooth running of the Clinic, work should be accomplished during the regular work week.

Compensatory (Banked) time can only be claimed for weekend work where the employee has already worked their regularly scheduled hours of work during the previous week. Where possible, all overtime must first be approved by their supervisor. *(Revised June 2022)*

Employees shall not accumulate more than 35 hours of compensatory time off. Should this maximum be exceeded. Employees must take sufficient compensatory time to bring the balance below the maximum of 35 hours within six months' time.

All time worked over thirty-five (35) hours per week may be taken as lieu time at a rate of one and one-half (1½) compensatory hours for each hour worked above the thirty-five (35) hours worked in that week. All time worked on Saturdays and Sundays will also be considered overtime and taken as lieu time but at a rate of double time for all such overtime worked.

All overtime worked must be authorized or approved by the Employee's supervisor. If it is not possible to get authorization from supervisor the employee will seek approval through the Executive Director. *(Revised June 2022)*

A record of all compensatory (banked) time accrued must be entered and approved into Employee record system in order to be recognized. *(Revised June 2022)*

Compensation claim requests are required to be a minimum of thirty (30) minutes. Anything less than 30 minutes should be taken that day or the next day by leaving early or coming in later, with the permission of immediate supervisor. (Revised April 2013)

- 30.03 All compensatory time off shall be taken upon agreement with the Employee's supervisor having consideration for the other Employees of the Clinic and the requirement of maintaining service to the community. *(Revised June 2022)*

Depending on the job classification, hours of work, and where attendance is mandatory, employees will be compensated as set out in this collective agreement. *(Revised June 2022)*

Employees attending work designated sponsored events that clearly promote the event as a work sponsored event such as the seasonal party, AGM shall be compensated for hours in attendance based on length of the event in accordance with the collective agreement. Employees attending events organized by the Social Committee shall receive compensatory (Banked) lieu time for such events for the designated length of the event. *(Revised June 2022)*

- 30.04 For purposes of calculating overtime, statutory holidays, sick leave and vacation, one (1) day shall mean seven (7) hours for full-time Employees.

- 30.05 If the Hamilton District School Board and/or Hamilton Catholic School Board closes schools due to inclement weather or other emergency measures, Hamilton Community Legal Clinic physical in-person services will be closed to the public, however the clinic will remain open for remote services. Employees will be able to work remotely as this will increase accessibility for our clients. *(Revised June 2022)*

30.06 Reduced Job duties

The Employer may hire Temporary Support Staff at 70% of the existing admin salary to cover costs for Employees approved for maternity, parental, compassionate leave, sick leave for up to 18 months in duration. *(Revised June 2022)*

The duties for this 70% position have also been reduced to reflect the lesser rate of pay and are listed in Schedule 3 at the end of this agreement.

If one of the above-mentioned leaves becomes permanent at or before the 18-month mark – the incumbent in the 70%-role shall have their seniority backdated to their first day of work and shall have the opportunity to compete for the posting subject to the provision of Articles 16.03 through 16.07.

ARTICLE 31 - GENERAL

- 31.01 Additional items may be negotiated and included in the Agreement.
- 31.02 Any changes to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 31.03 All additions or changes to this Agreement must be in writing and signed by the parties to be enforceable.

ARTICLE 32 - PERSONAL AND SEXUAL HARASSMENT

- 32.01 The Employer and the Union recognize the right of Employees and employer representatives to be treated fairly in a workplace free of personal and sexual harassment.
- (a) Personal harassment by either Employees or employer representatives shall be defined as:

repeated, intentional, offensive comments and/or actions deliberately designed to demean and belittle an individual and/or to cause personal humiliation.
 - (b) Sexual Harassment by either Employees or Employer Representatives, shall be defined as:

requests for sexual favours, or threats and reprisals as a result of rejection of sexual advances.
 - (c) When submission to or rejection of the aforementioned conduct is used as the basis for decisions affecting employment, or when such conduct creates an intimidating, hostile, or offensive workplace, a charge of harassment may be made.
 - (d) Because of the gravity of such charges, a thorough investigation shall be conducted by a Committee established for this purpose, which shall have jurisdiction over complaints at the Clinic under this Article and may recommend disciplinary action to the Employer.
 - (e) If an Employee has a complaint of this nature concerning an offsite workplace assignment, this complaint will be submitted to the Committee for prompt consideration and recommendation.
 - (f) The impartial Committee shall be comprised of two (2) representatives of the Board of Directors and two (2) members of the Bargaining Unit.
 - (f) Notwithstanding the above, complaints of personal and sexual harassment may be processed through the grievance procedure at *Step 3* for an Employee grievance.

ARTICLE 33 - DURATION OF AGREEMENT

33.01 This Agreement shall become effective as of April 1, 2022 and shall remain in effect and full force until March 31, 2025 and shall be automatically renewed from year to year, unless either party requests the negotiation of a new Agreement, by written notice to the other party, not more than ninety (90) calendar days prior to the expiry date of this Agreement. When either party has requested negotiation of a new Agreement in accordance with the above, the provisions of this Agreement shall remain in effect and in full force throughout the period of negotiations and until a new Agreement is reached.

33.02 Notwithstanding anything in the foregoing, both parties agree that during the term of this Agreement, should additional funding become available, the section thereof dealing with wages and benefits may be reopened by written notice for the purpose of renegotiating the applicable increased rates and benefits. (revised April 2013)

33.03 The Employer shall provide for the translation of this agreement into French. The cost of printing the Collective Agreement shall be equally shared by the parties. (Revised April 2013)


DATED at Hamilton, Ontario this 21st day of September, 2023

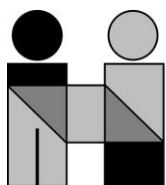
ON BEHALF OF THE EMPLOYER:



Clare Freeman, Executive Director

ON BEHALF OF THE UNION:





Hamilton Community Legal Clinic
Clinique juridique communautaire de Hamilton

APPENDIX 1

DEFERRED SALARY LEAVE PLAN (DSLP)

Date originally passed by Board: April 25, 2018

Review (R)/Amendment (A) date:

Next scheduled review date: 2021

DEFINITION

The Deferred Salary Leave Plan (DSLP) is a self-funded leave of absence that can be used to achieve personal goals or attend to family matters. Participants defer a percentage of their income for a period of time. The accumulated deferred salary provides participants with a reliable source of income during their leave period. The terms of the DSLP are in accordance with *Income Tax Act (Reg. 6801(a)(iii))*.

PURPOSE AND PRINCIPLES

A DSLP is a benefit HCLC-CJCH offers to promote a healthy work/life balance. It is a one-year period of leave. The DSLP cannot be used as pre-retirement or as a retirement benefit.

ELIGIBILITY CRITERIA

To be eligible for the DSLP, the applicant must:

- (a) be a permanent employee with five (5) years of service, and
- (b) sign the agreement and comply with the terms of the plan.

ENTITLEMENT TO DSLP LEAVE

The timing of DSLP may be granted at the discretion of the applicant's manager. No leave shall be unreasonably denied, however, management needs to ensure operational requirements are met. Leave cannot be deferred by the employee beyond six (6) years from the first year of deferral.

ENROLLING IN THE DSLP

Employees can enroll in the plan at any time during the year. Employees interested in signing up for the DSLP should:

- a) Get approval from their supervisor for their proposed leave period;
- b) Complete the Deferred Salary Leave Plan Application form and forward to the Supervisor of Finance & Administration.

DEDUCTIONS OF DEFERRED AMOUNT

Contributions for eligible employees who have received approval from their manager and have completed the Application Form commence on the first available pay after the agreement is received by the Supervisor of Finance or the date provided by the employee, whichever is later.

Employees can defer 20% of their salary for 4 years to take the 5th year as their leave (4 over 5 plan).

Year-to-date deferral amounts are shown on the employee's pay statement. The semi-monthly deductions are deposited in an account in the employee's name with the Trustee.

Statutory Deductions

Employment Insurance (EI) is paid on the employee's full salary during the deferral period. No premiums are deducted during the leave period. **CAUTION: This renders the employee ineligible for EI benefits during the leave period.** The employee needs to return to work for approximately 20 weeks (current position of Service Canada) in order to re-qualify for EI.

During the deferral period, income tax and Canada Pension Plan (CPP) deductions are taken from the employee's reduced income. During the leave period, income tax and CPP deductions are taken from payments received from the employee's deferred income.

THE TRUST

The Trustee

HCLC-CJCH will partner with a Trustee who will administer the deferred salary during the deferral period and will make payments to employees once on leave. HCLC-CJCH will pay the one-time set-up fee for the Trustee as well as the annual plan fee. Employees will be responsible for paying the monthly record-keeping and payment fees of the Trustee.

The trustee will provide the employee with regular reporting on the deferred income.

Salary

The Trustee will provide payments to the employee in a timely manner while on leave. All deductions for CPP and income tax are deducted and remitted by the Trustee.

Interest on Deferred Pay

Interest is paid directly to the employee by the Trustee. The interest accrues from the first deposit until the end of the leave. Interest is taxable and the financial institution will provide a T5 slip annually to the employee.

EMPLOYMENT COMMITMENT

An HCLC-CJCH employee who is granted a DSLP is expected to return to work at HCLC-CJCH after their leave of absence. As a condition of being granted a DSLP, there is a “return to work” clause to which employees agree to return to work for a period of at least the duration of the leave. There may be tax implications for employees who do not return for a period of at least the duration of the leave. In the event an employee does not wish to return to HCLC-CJCH, they must provide one month’s notice. Any outstanding amounts owed to HCLC-CJCH must be repaid and will be deducted from amounts withheld for DSLP.

Employees must commit to taking one full year of leave and will not be able to return early from the leave unless they meet one of the conditions under the Returning to Work section.

Employment Status While on Leave

While on leave, the employee continues to be employed by HCLC-CJCH and must comply with all HCLC-CJCH policies, including the Conflict of Interest policy. Should the employee consider working while on leave, this information must be disclosed to the Executive Director or Director of Legal Services to make a determination of any potential conflict, real or perceived.

EMPLOYEE BENEFITS WHILE ON LEAVE

Seniority

During the year of the leave, seniority shall accumulate for the entire period of the leave. On return from leave, the employee will be assigned to their former position, unless changes in funding have resulted in a restructuring at HCLC-CJCH.

Paid Leaves (Vacation, Sick, Personal)

Employees do not accrue vacation while on leave. Any accrued vacation remaining above the allowed annual maximum carryover should be taken prior to the employee’s leave. Employees are not able to use vacation, sick, personal or any other paid leave during their leave period.

Group Benefits

To maintain group benefits coverage during the leave period, the employee will need to pay the full amount of the premium. Arrangements for the payment of this premium during the leave period need to be in place before the employee goes on leave.

RRSP

RRSP contributions will be made on 100% of earnings during the deferral period. There will be no entitlement to RRSP during the leave period.

Professional Fees

During the leave period, the employee is responsible for paying their own Law Society of Ontario fees and any other professional fees and licences.

Union Dues

During the deferral period, no deductions will be taken for union dues on the deferred amount. Arrangements for payment and remittance of union dues by the employee during the leave will be made with the Trustee.

Salary and Pay Equity Increases

Salary and/or pay equity increases that occur during the leave will be implemented on return going forward only.

APPLICATION FOR LEAVE AND APPROVAL PROCESS

HCLC-CJCH may postpone a requested Deferred Salary Leave in the event that the employee's services are required for the period of time planned for the leave. Postponing an employee's leave shall only occur if the leave is not for medical reasons of the employee or for family members. Examples of situations where this may occur include the following, but are not limited to:

- a. Simultaneous requests from two or more eligible employees with the same skill set and competencies within a particular area;
- b. Requests from supervisors where it would be desirable for the employee to remain somewhat longer.

The employee has the right to a valid reason for any postponement.

Approval is made by the Executive Director in consultation with the employee's supervisor, and the appropriate communication will be sent to inform the outcome. Written acceptance or denial with explanation will be forwarded to the applicant within 60 days. Approval of applications for DSLP shall be on a first-come-first-served basis. However, should a conflict occur, seniority shall be the deciding factor as to who will be approved for the leave.

After a leave has been approved, the employee and HCLC-CJCH shall enter into a written agreement setting out the terms of the DSLP agreed to in compliance with the conditions herein.

EMPLOYEE COSTS WHILE ON LEAVE

The employee will pay for the following costs while on leave:

- a) The Trustee's monthly administrative costs (record-keeping/payment fees);
- b) Any Law Society or other professional dues;
- c) The full benefits premium for health, dental, life, LTD and AD&D;
- d) Any other unforeseen expenses that relate to the employee's leave.

RETURNING TO WORK

Upon return to work after their leave of absence, the employee will be assigned to their former position, unless changes in funding have resulted in a restructuring at HCLC-CJCH. The employee must return to work for at least the same period as the leave or it may result in tax implications.

In certain situations, an employee may need to resume working while on leave. HCLC-CJCH will make every effort to accommodate employees in these situations, including the insertion of a phrase to this effect in the contract of the employee's replacement so that they aware this is a possibility. Some examples of reasons for returning early:

- a) Pregnancy: returning to work will ensure that the employee can be covered by Employment Insurance during the maternity period;
- b) A new job opportunity: while on leave the employee may apply and be offered a new position;
- c) Other situations to be determined on a case by case basis.

Full payment of all the deferred salary will be payable to the employee net of all statutory deductions.

TERMINATION AND WITHDRAWAL

What Happens on Termination

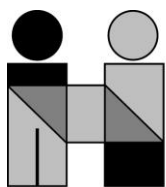
On termination of employment, HCLC-CJCH will notify the Trustee of the termination. A lump sum, net of tax and other relevant deductions from the deferred amount to include all interest accrued, is payable to the employee by the Trustee. This will be paid no later than the end of the first taxation year that commences after the end of the deferral period or not later than the end of the first calendar year commencing thereafter.

If Termination is by Death

Beneficiaries should be named in the DSLP written agreement. In the event the employee dies, the accumulated assets less withholdings is payable to their designated beneficiaries. If no beneficiaries are listed, the balance is paid to the employee's estate.

Withdrawal

In the case of unforeseen or extenuating circumstances, an employee may withdraw from the plan prior to taking their leave of absence, provided they notify the Executive Director and appropriate supervisor in writing 60 days prior to the date the employee had intended to take leave. The accumulated salary deferred, less required tax withholdings plus current year accrued interest, will be returned to the employee upon withdrawal. Withdrawal from the plan does not prevent the employee from re-entering a new plan at a later date.



Hamilton Community Legal Clinic
Clinique juridique communautaire de Hamilton

DEFERRED SALARY LEAVE PLAN (DSLP)

THINGS YOU NEED TO KNOW BEFORE APPLYING FOR THE DSLP

- It is a one-year period of leave with limited options to return to work early.
- The DSLP cannot be used as pre-retirement or as a retirement benefit.
- Leave cannot be deferred by the employee beyond six (6) years from the first year of deferral, **i.e. one year beyond the originally-scheduled leave date.**
- No Employment Insurance premiums are deducted during the leave period and this renders the employee ineligible for EI benefits during the leave period. The employee needs to return to work for approximately 20 weeks (current position of Service Canada) in order to re-qualify for EI.
- Employees will be responsible for paying the monthly record-keeping and payment fees of the Trustee.
- Employees agree to return to work for a period of at least the duration of the leave. There may be tax implications for employees who do not.
- Employees do not accrue vacation while on leave.
- **RRSP contributions will be made on 100% of earnings during the deferral period. There will be no entitlement to RRSP during the leave period.**
- Employees are not able to use vacation, sick, personal or any other paid leave during their leave period.
- The cost of group benefits is not covered by the employer during the leave and employees will need to pay the full amount of their benefits premium directly to the benefits provider to maintain group benefits coverage during the leave period. **Otherwise, they will have to re-apply for benefits upon return.**
- Employees are responsible for paying their own Law Society of Ontario fees and any other professional fees and licences.
- Salary and/or pay equity increases that occur during the leave will be implemented on return going forward only.

SCHEDULE 1

Attach updated schedule.

SCHEDULE 2

HAMILTON COMMUNITY LEGAL CLINIC

SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN

1. The Employer agrees to maintain the following agreement with Employment and Immigration Canada, Coverage and Premium Policy Division with respect to leaves of absences for sickness, quarantine, or injury other than occupational injury covered by Worker's Compensation.
2. All Permanent Employees employed for minimum of three (3) consecutive months and contract employees employed for a minimum of one (1) consecutive year are eligible to participate in the plan for the remainder of their contact period.
3. The Employer will administer the plan and, subject to the provisions contained herein, will be the only authority for determining eligibility to benefits under the Plan. The Employer shall inform the Human Resources Development Canada (CEIC) of any change to the plan within thirty (30) days of the effective date of the change.
4. The benefit payable under the plan is a weekly amount, which shall be equal to thirty percent (30%) of the Employee's normal weekly earnings from employment with the Clinic. The combined weekly payments received from the plan and the weekly rate of employment insurance benefits will not exceed ninety-five percent (95%) of the Employee's weekly earnings.
5. "Top-up" payments for an illness leave of absence are payable for a duration of fifteen (15) weeks while the Employees are in receipt of Employment Insurance benefits and for a maximum duration of seventeen (17) weeks including the Employment Insurance waiting period. **It is understood that the Special Benefits (sickness) will not exceed thirty (30) weeks in any calendar year.** Benefits for pregnancy/parental leave shall not exceed fifty-two (52) weeks in any calendar year.

The waiting period for EI has been reduced from 2 weeks to 1 week. Once EI has been exhausted after the 16th week, the clinic will continue to pay EI for the 17th week. (Revised June 2019)⁶. The plan will be financed out of general revenue except that an accounting separate from normal payroll accounting shall be kept of all monies paid under the plan.

7. To claim benefits an Employee must make application in the manner prescribed by the Employer.
8. Benefits are not payable for any period in which the Employee is disqualified or disentitled from receipt of Employment Insurance benefits under the

SCHEDULE 2 (Cont'd)

Employment Insurance Act. Employees do not have a right to SUB payments except for supplementation of EI benefits during the unemployment period. Employees must apply for and be in receipt of Employment Insurance benefits to receive payments under the plan except when serving the EI waiting period

9. Benefits are not payable for any period in which the Employee is not entitled to Employment Insurance benefits under the Employment Insurance Act other than by reason of serving the waiting period for EI.
10. Benefits are payable subject to verification by the Employer, that the Employee is receiving EI benefits. Employees are required to forward to the Employer copies of all EI benefit stubs.
11. Other Income: payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
12. The plan must be submitted to the Commission prior to its effective date for its approval and shall, subject to Human Resources Development Canada (CEIC) approval, remain in effect throughout the life of this Collective Agreement. Where the Collective Agreement has expired prior to negotiations commenced prior to the expiry date of the Collective Agreement, the plan shall remain in effect during the period of negotiations. The Employer shall inform CEIC of this situation and request a temporary extension of the plan for the period of negotiations beyond the expiry date.
13. Employees who qualify for compassionate leave under Employment Insurance shall be entitled to a top-up of thirty percent (30%) of salary while receiving Employment Insurance Benefits. (This shall apply in the same manner as Pregnancy/Parental leave top-up).

(Revised January 10, 2006)

SCHEDULE 3

Support Staff Temp – Job Duties as per Article 30.06

- Reception duties – making initial contact with clients, visitors and community partners who contact the clinic both in-person or by phone
- Elicit, summarize and record intake information from clients
- Enter client information into database and direct to appropriate staff person for action
- Provide basic information regarding clinic services
- Provide appropriate referral information to various community resources
- Drafting statutory declarations
- Providing basic administrative support (limited to faxing, photocopying, filing and responding to telephone calls, emails)