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COLLECTIVE AGREEMENT

between

THE METRO TORONTO HOUSING CORPORATION

AND

THE TORONTO CIVIC EMPLOYEES UNION

LOCAL 416

CANADIAN UNION OF PUBLIC EMPLOYEES

JANUARY 1, 2001 TO DECEMBER 31, 2001

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PART A - REGULAR FULL-TIME EMPLOYEES**ARTICLE 1 - BARGAINING UNIT**

1.01 The Employer recognizes The Toronto Civic Employees Union Local 416 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Metro Toronto Housing Corporation save and except for those employees covered by subsisting Collective Agreements and those persons who are not employees within the meaning of The Ontario Labour Relations Act.

1.02 Where the duties and/or title of a bargaining unit position are to be changed; or where the duties and responsibilities of any new position to be created by the Employer are to be comprised in the greater part of work previously assigned to a bargaining unit position or positions, and where as a result the Employer intends to exclude such position(s) from the bargaining unit the Union will be informed and shall be supplied with the necessary job descriptions. The Employer agrees to provide the Union with copies of job descriptions for all classifications within the bargaining unit.

ARTICLE 2 - NO DISCRIMINATION OR INTIMIDATION

The Employer and Union agree that no discrimination or intimidation will be practised or permitted by any of their officers, official or otherwise, against any employee or any Employer representative by reason of or arising out of directly or indirectly the activities of the Employer or out of trade union membership or activity, whichever is applicable, or by reason of race, creed, colour, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status or handicap as defined by the Ontario Human Rights Code.

ARTICLE 3 – EQUAL OPPORTUNITY

The Employer and the Union are committed to a joint process for the fostering of Employment Equity Principles and the achievement of employment goals as defined in the Employment Equity Plan.

ARTICLE 4 - MANAGEMENT'S RIGHTS

The parties recognize that it is the exclusive function of the employer to manage the operations of the organization subject to the terms of the collective agreement and any pertinent statutes.

Management's rights include, but are not limited to, the right to: determine function, complement, organization and location; determine assignment of work, work

methods and procedures; hire; discipline; dismiss; promote; train; transfer; and appraise.

ARTICLE 5 - TEMPORARY EMPLOYEES

5.01 A Temporary employee is an employee who has been hired for a limited term of full-time employment that is not expected to exceed two years of unbroken service.

5.02 The following articles are the only articles which will apply to temporary employees:

1.01	Bargaining Unit
2	Discrimination or Intimidation
3	Equal Opportunity
4	Management's Rights
5	Temporary Employees
6.01 -- 6.04	Compulsory Check-off
10.02(b)	Filling of Vacancies
14.01 -- 14.03	Hours of Work
15.01 -- 15.02	Wage Rates & Classification
17.01 -- 17.02	Overtime Pay
20.01 -- 20.03	Designated Holidays
23.01	Payment of Wages
24.01 -- 24.02	Shift Premium
26	No Strikes/Lockouts
28.01	Accommodation at Work
28.02	Bulletin Board
28.03	Tools & Protective Clothing
28.04	Joint H & S Committee
28.05	Clean-up Time
28.06	Rest Periods
28.08	Use of Private Automobile
28.09	No Pyramiding
28.12	Change of Address
28.13	Disciplinary Records
28.14	Professional Fees & Licensing
28.15	Payment of Legal Fees
28.16	Uniforms

- 5.03 The Employer shall submit to the union, every six months, an up-dated "Temporary Employee Listing" which shall identify all temporary employees by name, assignments in last six (6) month period, the locations and classification of each assignment.

5.04 TEMPORARY EMPLOYEE BENEFITS

All Temporary Employees who have completed one (1) year of service with MTHC shall be entitled to an additional 2% of wages in lieu of benefits.

ARTICLE 6 - COMPULSORY CHECK-OFF

- 6.01 The employer shall deduct from each pay of each employee, a sum equivalent to 1/2 (one half) the monthly dues as the By-laws of the union may from time to time provide, and transfer such sums to the Secretary Treasurer of the union, not later than ~~(10)~~ ten working days following the date of the deduction, together with a list of all employees from whose wages the deductions have been made.

Any change relating to the monthly union dues will be communicated to the employer in writing by a recognized official of the union at least 15 (fifteen) working days in advance of the effective date.

Should the union require the employer to amend the formula used to calculate dues, the union will provide at least **30 (thirty)** days advance notice.

- 6.02 **Upon hiring** the Employer will deduct the initiation fee from **the employee** who signs an authorization for such deduction of initiation fees on a form supplied by the union, satisfactory to the employer. The Employer will forward all forms to the Union with the appropriate initiation fee.
- 6.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 6.01 and 6.02.
- 6.04 On commencing employment, the Employer will inform each new employee of the conditions of employment and the rules and procedures in effect as an employee of the Housing Corporation. In addition, the employer will provide each new employee with ~~an~~ information kit supplied by the union and satisfactory to the employer.

ARTICLE 7 - COLLECTIVE BARGAINING

- 7.01 The Union shall provide the Employer with the names of its Negotiating Committee, and the Employer shall provide the Union with the names of the Employer's Negotiating Committee, prior to the commencement of negotiations. Any additions or deletions from the list of names so provided shall be communicated to the other
-

party without undue delay.

- 7.02 The Employer shall grant leave of absence without loss of pay or credits to members of the Union who participate in negotiations, mediation or arbitration, provided that not more than six (6) employees at one time shall be permitted such leave for any one set of negotiations. Provided, however, the Union may at its discretion require up to four (4) additional members to participate in negotiations, mediation or arbitration who shall be granted leave of absence without pay and without loss of credits.
- 7.03 In the event of one party wishing to call a meeting of the Negotiating Committees the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement within fifteen (15) days.
- 7.04 The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next agreement up to a maximum of three (3) days per member. Such employees shall be paid at their regular rate of pay.
- 7.05 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.
- 7.06 The Employer and the Union agree to share equally the cost for meeting rooms used during negotiations and the cost of printing the collective agreement.

ARTICLE 8 - SENIORITY AND PROBATIONARY PERIOD

- 8.01 (a) Seniority as referred to in this agreement shall mean length of continuous service with MTHC and will accumulate upon completion of a probationary period of not less than sixty (60) working days including temporary service, as specified in 8.01(b) and excluding absence for which WSIB benefits are received.
- (b) On appointment to a regular, full-time position in accordance with Article 10 -Staff Changes and successful completion of the probationary period, the period of full-time temporary service with the employer as defined in 8.01 (c) shall count towards seniority.
- (c) Temporary Service will accumulate towards Seniority provided that:
- i) The temporary service immediately prior to appointment to a regular, permanent position is in the same classification:
 - ii) The temporary service period just prior to the appointment to a regular

permanent position is for a period not less than sixty (60) days and is not broken for a period of more than twenty (20) working days.

In such cases and on successful completion of the probationary period, the interim time not worked will be bridged and such temporary service will count towards the employee's seniority; and

- iii) Any absences for which WSIB benefits are received shall not count towards the probationary period.

8.02 Seniority as referred to in this agreement shall be the primary consideration in determining preference or priority for demotion, layoff, permanent reduction of the work force and recall.

8.03 Re-assignment within an Area will be for valid operational reasons and will not be based on seniority.

Re-assignment within a Zone **will** be for valid operational reasons and will not be based on seniority.

Re-assignment between Areas, between Zones and between Areas and Zones will be subject to two weeks notice except in the case of emergency.

All other reassignments will be on the basis of seniority.

8.04 The Employer agrees not to re-assign a Union representative from their Area/Zone unless there is mutual agreement between the employer and the Union.

8.05 The Employer shall maintain a seniority list showing the seniority dates of all permanent employees and shall post a copy of this list in July of each year and provide to the Union, sufficient copies for the Union executive and stewards.

8.06 Seniority will not accumulate for periods of unpaid leave of more than 30 calendar days.

8.07 LOSS OF SENIORITY

An employee will lose all seniority and employment shall be deemed to be terminated if that employee:

- (a) Voluntarily terminates employment.
- (b) Is dismissed and the dismissal is not subsequently reversed through the grievance procedure.

8.08 ABANDONMENT OF POSITION

An employee who is absent without leave for five (5) consecutive working days is deemed to have abandoned his / her position. On the fifth working day of absence, the employer will send to the employee at the last known address on record, a letter terminating the employee if s/he does not return to work within five (5) working days of the date of the letter.

Consideration will be given where extenuating circumstances can be demonstrated to the employer's satisfaction.

ARTICLE 9 - LAYOFFS AND RECALLS

9.01 LAYOFFS

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

- (a) The Employer will identify the least senior employee within the affected position as surplus, based on seniority in effect as of that date.
- (b) Where such an employee is identified as surplus, the employer will reassign the employee to another position within MTHC provided that:
 - (i) There is a vacant position for which the surplus employee is qualified and capable of performing; or
 - (ii) The surplus employee has greater seniority than an individual to be displaced, in either the same or a lower classification, however, this would only apply where the employee is capable and qualified to perform the duties of the position. Employees who intend to exercise displacement rights must indicate their decision in writing to the Vice President, Human Resources not later than one week (five working days) from the date of receiving surplus notice.
 - (iii) Red Circle Protection

Where any permanent employee is declared surplus and assigned to a position with a lower classification (including where displacement is necessary), the employee shall retain the actual salary range of his/her former class, and shall receive 50% of any future wage increases given to those in his/her former class, until the salary range of the new classification exceeds the maximum of the salary range of his/her former classification.

- (c) For the purpose of this clause:
No surplus employee shall displace an employee in a higher classification.

9.02 Where the employee is not re-assigned under the provision of Article 9.01, the employee shall be laid off.

9.03 (a) NOTICE PERIOD

When a permanent employee is to be laid off for more than four **(4)** consecutive weeks, the employee shall be provided with seventeen (17) weeks' notice in writing.

A copy of such notice will be forwarded to the President of TCEU, CUPE Local 416.

(b) SEPARATION ALLOWANCE

A permanent employee who is laid off for more than four **(4)** consecutive weeks, shall receive a separation allowance (in addition to any other entitlements) of two weeks' salary for every year to a maximum of twelve **(12)** weeks' pay. Any allowance provided hereunder will be inclusive of any severance pay benefits under the Employment Standards Act.

Periods of employment included in previous separation payments shall be excluded from any future separation pay calculations for that employee.

9.04 RECALLS

Recall to work will be by registered written notice addressed to the last known address recorded by the employee with the Human Resources Division, **and a copy will be sent to the union office.**

9.05 The assignment of a surplus employee who is laid off under the provisions of Article 9.02 shall have priority over any appointment to a vacancy (Article 10.02).

Recall to work will be on the basis of the employee being qualified and capable of performing the duties of the position at a satisfactory level.

9.06 If an employee fails to advise the Human Resources within five (5) working days of his/her intention to return to work, the next employee on the seniority list, providing s/he is capable of performing the job, will be recalled.

9.07 An employee who declines a recall notice will remain on layoff. However, an employee who has been on layoff for more than **twenty-four (24)** months will lose

all rights of recall and seniority.

9.08 Where an employee has been laid off in accordance with this Article, and is recalled within twenty-four (24) months, the period of layoff shall not be included in determining the length of continuous service.

9.09 NOTICE OF POSTINGS

Employees on surplus notice have priority in placement in vacancies over staff on recall providing the same job level and salary parameters as the surplus employee's former position apply and s/he is qualified and capable of performing the job.

9.10 VOLUNTARY EXIT OPTION

An employee who is actively at work may submit his/her request to accept permanent layoff under Article 9 of the Collective Agreement, in writing to the Manager of Human Resources.

Where a permanent layoff within a specific classification is required, the Employer will review all VEO requests prior to providing notice under Article 9.

The employer shall consider requests from employees whose position is the same classification as the surplussed position, on the basis of greatest seniority.

A non-surplus employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to their position in accordance with Article 9.01(b).

The employee may withdraw their request at any time prior to the issuance of the surplus notice. When the requesting employee is assigned to a surplussed position, the employer will notify them in writing.

On mutual agreement between the employee and the Employer the requirement to work out the notice period may be waived. If the employee does not work the entire six-month notice period, they will be paid out the time remaining in the notice period.

Upon termination under the Voluntary Exit Option, the exiting employee will receive two weeks salary for each year of continuous service to a maximum of twelve weeks pay, in accordance with Article 9.03(b) plus accumulated sick leave credits in accordance with Article 21.06.

An employee who accepts voluntary layoff will forfeit all other entitlements

under Article.9.

ARTICLE 10 - STAFF CHANGES

10.01 NOTICE OF VACANCIES

Where a vacancy of a permanent nature occurs in the bargaining unit, the Employer shall provide to the Union a notice setting forth the details of the job and rate applicable. These notices shall also be posted in an exclusive locked bulletin cabinet within the Areas/Zones for a period of seven (7) working days.

Permanent Employees wishing to apply for the vacancy shall make application in writing on or before the closing date identified on the posting. All applications will be acknowledged in writing within (5) five days from the close of the competition. The procedure shall not be deemed to prevent the employer from filling the vacancy temporarily pending completion of the job posting procedure.

10.02 FILLING OF VACANCIES

(a) Lateral Transfer

- (i) When a vacancy occurs in the Bargaining Unit, and a permanent employee in the same classification as the vacancy wishes to transfer laterally to that vacancy, the employee shall request the transfer, in writing, quoting the job posting number prior to the closing date of the posting.
- (ii) A permanent employee who is on active payroll and available to work submitting such request shall be assigned to the vacancy based on seniority. Such a transfer can only be made on one occasion within a twelve (12) month period, except in exceptional circumstances and only upon mutual agreement of the employer and the transferred employee. The transferred employee can apply to other vacancies within the twelve (12) month period and be considered subject to the relevant provisions in Article 10 - Staff Changes.
- (iii) An employee who, during the six (6) month period prior to the transfer request has had a "less than satisfactory" performance appraisal, will be deemed ineligible for a lateral transfer posting.

(b) Position Change

When a permanent vacancy occurs in the bargaining unit, the employer will endeavour to fill the position from among those permanent employees presently within the bargaining unit as follows:

- (i) In filling a vacancy, the Employer shall give consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the determining factor.
- (ii) The Employer may consider any applicant ineligible if s/he has successfully applied under this procedure within three (3) months immediately preceding the date of the job posting, save and except applicants seeking a promotion.
- (iii) It is understood that when it is necessary to assign an employee in accordance with Article 10.02 (a), the provisions of Article 10.02 (b)(i) shall not apply for the vacancy.

(c) EQUAL OPPORTUNITY

Given that qualifications and ability shall remain a priority when selecting successful candidates to fill position vacancies, the employer and the union may agree to special recruitment initiatives that address strategies identified in their Employment Equity Plan.

10.03 NOTIFICATION OF STAFF CHANGES

- (a) The employer shall notify the successful applicant in a competition of his/her appointment to the vacancy within twenty (20) working days of the date of the interview. All other applicants shall be notified of the name of the successful applicant within five (5) working days of the appointment.
- (b) The Union will be notified of those appointments, demotions, lay-offs, recalls, resignations, retirements, deaths, promotions, inactive employees and/or terminations of employment when made which concern the provisions of the Collective Agreement.
- (c) The Union will receive a copy of the letter of appointment in the hiring of temporary employees.
- (d) The employer will forward a copy of the WSIB form 7, **including any related attached correspondence, to the Joint Health & Safety Committee union co-chair** subsequent to the reporting of any on **work related** injury.

10.04 TECHNOLOGICAL/ORGANIZATIONAL CHANGE

- (a) For the purpose of this article, Technological/ Organizational change shall be defined as the introduction of equipment or methods of operation which are

significantly different from that previously utilized.

- (b) The employer shall notify the union sixty (60) days in advance of its intentions of such change. Where the delay in introducing the technological change would have a significant adverse effect on the employer's operations, the notice shall be provided to the union as expeditiously as possible.
- (c) The union and the employer shall meet at either party's request to discuss special provisions relating to employees beyond those contained in the Collective Agreement.
- (d) Where a position is changed and the incumbent employee requires training, the employer will provide a period of **up** to ninety (90) days for the retraining during which time the employee must acquire the skills required in the changed position. This training will normally be during working hours and the employee shall maintain the current rate of pay.
- (e) Any employee affected by technological/organizational change who declines retraining when the position is changed, or who is unable to acquire the necessary skills through retraining, shall be eligible for provisions of Article 9.
- (f) Where a position is deemed surplus as a result of the change, employees so affected shall receive notice as provided for in Article 9.01.

10.05 ACTING ASSIGNMENTS

The Employer shall endeavor to distribute acting assignments relatively equally among qualified permanent employees available to perform the work required taking into consideration assigned work location and employee classification.

Rotation will occur if the assignment is greater than 30 calendar days.

- 10.06 When a permanent vacancy is filled on a acting basis such assignment may last for a period of up to twelve months duration, at which time management will either terminate the assignment or post the vacancy on a permanent basis, unless both parties agree to extend the assignment.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 It is the intent of the Parties to resolve any complaints or differences between them arising from the interpretation, application, administration or alleged contravention of the Agreement, including any questions as to whether a matter is arbitrable.

The aggrieved employee shall submit the grievance in writing, which must be signed

by both the grievor and the Authorized Union Steward **and dated**. The grievance will be processed in the following manner:

STEP 1

The Union, through the Authorized Union Steward, shall submit the grievance in writing to the grievors immediate supervisor within fifteen (15) working days after the grievor first becomes aware of the complaint or difference. The grievance must stipulate those sections of the agreement in violation and the redress sought. The appropriate supervisor shall meet with the Authorized Union Steward and aggrieved employee within five (5) working days of receipt of the grievance and shall provide his/her decision in writing within five (5) working days from the date of the meeting.

The employee shall receive a copy of such decisions.

STEP 2

In the event that the immediate supervisor does not provide redress satisfactory to the Union, the Union may within five (5) working days of receipt of his/her written decision, forward a copy of the grievance together with a copy of said written decision, to the appropriate Area Manager, Zone Maintenance Manager, or designate, who shall meet with the Authorized Union Steward and the aggrieved employee within five (5) working days of receipt of the said grievance and written decision and shall provide his/her decision in writing within five (5) working days from the date of the meeting.

In the event that the **immediate supervisor** does not provide redress satisfactory to the Union, the Union may within five (5) working days of receipt of this written decision, forward copies of the grievance and the written decisions provided for in Step 1 to the CEO, Metro Toronto Housing Corporation or designate who shall meet with no more than two authorized representatives of the Union and the aggrieved employee within ten (10) working days of receipt of the said grievance and written decision and shall provide his/her decision in writing within five (5) working days from the date of the meeting.

STEP 3

In the event that the CEO, Metro Toronto Housing Corporation or designate does not provide redress satisfactory to the Union, the Union within ten (10) working days after receipt of the written decision may, upon providing written notice to the Employer, submit the grievance for arbitration.

By mutual agreement, the parties may refer an outstanding grievance to the consensual mediation-arbitration process or to the expedited arbitration process

under the Ontario Labour Relations Act.

- 1 ■02 A Management decision at any step is final and binding upon the Employer and the Union and upon any employee affected by it, unless a subsequent step is taken within the designated time limits.
- 11.03 The Union in all steps shall be confined to the grievance and redress sought as set forth in the original grievance filed.
- 11.04 The time limits provided in this Article may be extended or otherwise amended by mutual agreement of the parties.
- 1 ■05 The Union agrees to provide the Employer with a list of Authorized Union Stewards in January and July of each year. The Union shall notify the Employer in writing the name of each Union Steward, and the location(s) he/she represents, before the Employer shall be required to recognize him/her.
- 11.06 It is management's intent to respect the employee/Union relationship and the Union representative's right to engage in legitimate Union business.

The Union respects the operational needs of the organization and agrees to deal with employee/Union issues that arise, in a way that minimizes disruption and time away from the workplace.

Where a meeting is called by management regarding a disciplinary matter, or an incident that is likely to lead to disciplinary action, the employee involved may request the attendance of a Union Steward or alternate at the meeting.

Management will try to provide reasonable notice in order that the employee can arrange for appropriate Union representation. Should the Union Steward or alternate be unable to attend within a reasonable time frame, the meeting will not be unduly delayed.

Before leaving his/her place of employment for the purpose of dealing with a grievance, the Authorized Union Steward shall obtain the permission of his/her appropriate Supervisor, or Area/Zone Manager. Where such permission has been granted, the time shall be with pay and such permission shall not be unreasonably withheld. Upon the request of an authorized Union Steward, an Executive Representative may attend any meeting in place of the Union Steward.

- 11.07 A Group Grievance is defined as a single grievance signed by the Authorized Union Steward on behalf of a group of employees whom the steward represents and who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure as set out in this Article unless the parties agree to start at a more appropriate step.

- 11.08 Where a grievance arises as a result of the job posting procedure and staff changes such grievance shall be filed at Step 2 of the grievance procedure. At the Step 2 grievance meeting, the employer shall provide the Union, at the grievors request, with a copy of the scoring values for the competition questions and the actual score received by the grievor.
- 11.09 Where an employee files a grievance claiming improper layoff or recall, the employee shall identify the position in dispute and submit his/her grievance at Step 2 of the grievance procedure.
- 11.10 All grievance responses will be sent to the appropriate Union Steward and a copy sent to the Chief Steward at the Local Union Office.
- 11.11 Employees who were successful in a job competition and who have been accorded third party status before a Board of Arbitration shall be granted leave with pay to attend the subject grievance hearings in respect to grievances filed.
- 11.12 Employees subpoenaed or called as a witness by the union for grievance arbitrations or other actions under the Ontario Labour Relations Act shall be paid full salary or wages. The union agrees to subpoena or call a maximum of six employee witnesses on any one hearing date.
- 11.13 Where an allegation is made by an employee of sexual harassment, a grievance shall be initiated at Step 2 of the grievance procedure.

ARTICLE 12 - SUSPENSION OR DISMISSAL

- 12.01 An employee who claims he/she has been suspended or dismissed without reasonable cause may file a grievance with the Employer within ten (10) working days of the commencement of the suspension or dismissal. Such grievance shall be initiated at Step 3 of the grievance procedure.
- 12.02 In the event that an employee's services are terminated within the probationary period such termination will not be subject to the grievance procedure.

ARTICLE 13 - POLICY GRIEVANCE

- 13.01 An allegation by the Union that the Employer has violated or misinterpreted the Agreement, or with respect to the administration or application of the Agreement, may be made the subject of a grievance by the Union filing notice with the CEO, Metro Toronto Housing Corporation or designate to that effect. Such grievances must be filed in writing by the Union within thirty (30) calendar days of the occurrence giving rise to the grievance and shall stipulate the sections of the Collective

Agreement being relied on and redress sought.

The CEO or designate shall meet with the authorized representative of the Union within five (5) working days of the receipt of the notice to consider and discuss the grievance. The CEO or designate shall make a reply in writing within ten (10) working days after date of such meeting.

If the Union does not consider the reply satisfactory it may, within seven (7) working days immediately following receipt of such written reply require that the grievance be submitted to arbitration in the manner prescribed in Step 4 of the Grievance Procedure.

- 13.02 It is the intention of the Employer and the Union that the procedure provided by this Article shall be reserved for grievances in respect of which the regular Grievance Procedure in Article 11 is not available, and that it will not be used to by-pass the regular Grievance Procedure.

ARTICLE 14 - HOURS OF WORK

- 14.01 The normal work week of all employees shall consist of five (5) days of eight (8) hours per day, provided that an employee whose normally scheduled work day is in excess of eight (8) hours or whose normally scheduled work week exceeds five (5) days, shall not be required by the Employer to work (as part of his/her normal work schedule) in excess of an average of eighty (80) hours per two week period.

- 14.02 A schedule of hours of work shall be posted thirty (30) days in advance and shall not be changed by the Employer without two (2) weeks notice being given to the employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union to permit employees to attend to business of the Union, or mutual changes of shift between employees may be allowed with written consent of the Employer provided that the change does not involve any cost to the Employer and that necessary services can be maintained.

Employees shall not be required to work more than seven (7) consecutive working days without the employee's consent.

- 14.03 The supervisor shall inform temporary employees, upon commencement of an assignment, of the requirements with regard to their schedule of work. Any changes to this schedule will require a minimum of five (5) working days notice, failing which the temporary employee will receive a rate of pay equal to the overtime rate for the time worked.

14.04 JOB SHARING

- 14.04.1** Job sharing can occur where there is agreement between the employees who wish to job share, the Union and the Employer.
- 14.04.2** It is agreed that job sharing results from two employees sharing a full time position and as such the position shall continue to be identified as a full time position.
- 14.04.3** Employees in a job sharing arrangement must share the same classification.
- 14.04.4** The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case shall one employee work less than fourteen (**14**) hours per week.
- 14.04.5** Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in this agreement, however, as applicable, the working conditions and benefits shall be pro-rated in accordance with the employee's hours of work.
- 14.04.6** In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full time basis. The employee shall be granted **ten (10)** working days in which to respond to the Employer's offer of full time employment.
- 14.04.7** If the remaining employee declines the full time opportunity, the position may be posted and advertised as a job-sharing vacancy, subject to the provisions of this agreement.
- 14.04.8** Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.
- 14.04.9** If the remaining employee still declines this opportunity, the position would continue to exist as a full time position and the Employer may fill the balance of hours through temporary measures, if required.
- 14.04.10** The Employer undertakes to notify the President of the **local** of all job sharing arrangements.
- 14.04.11** The remaining employee shall continue as a full-time employee and will do so until placed in a new position

ARTICLE 15 - WAGE RATES AND CLASSIFICATIONS

15.01 The wage rates of all employees coming within the bargaining unit shall be as follows:

(A) Classification

	1.5% April 1, 2000	1.95% April 1, 2001
Pest Control Technician	17.37	17.71
Serviceperson Heating	19.08	19.45
Serviceperson Appliance	17.84	18.19
Shift Engineer - 4th Class	18.53	18.89
Shift Engineer - 3rd Class	19.10	19.47
Truck/Tractor Driver	17.11	17.44

GMM

Effective April 1, 2000

Classification	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GMM 1	N/A	\$16.47	\$16.99
GMM 2	\$17.25	\$17.62	\$17.78
GMM 3	\$18.04	\$18.56	\$18.82

Effective April 1, 2001

Classification	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
GMM 1	N/A	\$16.79	\$17.32
GMM 2	\$17.59	\$17.96	\$18.13
GMM 3	\$18.39	\$18.92	\$19.19

Casuals \$16.79

Students \$10.00

(B) Employees **designated** as "senior" shall be paid:

- \$1.35 per hour, over the rate of the highest paid employee that s/he supervises.

The Senior Rate will not apply to the GMM series.

15.02 SALARY PROGRESSION

1. For the GMM 1 there are two steps in the pay plan, Step 2 and Step 3. Appointment of staff is to Step 2.
2. For GMM 2 and GMM 3, there are three steps in the pay plan, Step 1, Step 2 and Step 3. Appointment of staff is to Step 1.
3. All employees are eligible to reach the highest ("Step 3") rate of their grade.
4. Progression from Step 1 to Step 2 is on the basis of skills and performance. Progression from Step 2 to Step 3 is on the basis of performance.

Employees will be eligible for progression between steps on an annual basis, unless the supervisor has provided written notice to the employee identifying a performance and/or skill related problem a minimum of 30 days in advance of the eligibility date. Employees will be given an opportunity to respond to the written notification.

15.03 When a new classification is to be created or an existing classification is to be revised, the parties shall meet within ninety (90) days to negotiate the wage rate for the new or revised classification. If no agreement is reached between the parties, the Employer will set the wage rate for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

15.04 TRAINING ALLOWANCE

Employees involved in the formal classroom training of other employees shall receive a training allowance of one dollar (\$1.00) per hour while on such assignment.

ARTICLE 16 - ON-SITE EMPLOYEE

16.01 An employee who is required to live on-site will have supplied by the Employer unfurnished living accommodations, heat, water supply, a standard telephone (excluding personal long distance calls), and hydro at a monthly rental rate of \$378.30. The employee will be required to adhere to the rules and regulations which apply to employees who are required to live on-site.

16.02 An employee who is required to live on-site shall be required to be on-site until midnight, except for his/her normal scheduled days off and will be paid an on-site premium of:

- 90 cents per hour for the period from 4:30 pm. to midnight.

Article 18.01 (Call-out and Reporting Allowance) shall not apply to employees who are required to live on-site.

16.03 An employee who is no longer eligible for accommodation due to receipt of Long Term Disability or retirement and who qualifies for rent geared to income accommodation may make application to the MTHC Board for a waiver of the normal policy of accommodation.

The MTHC Board will consider the merits and circumstances of each case individually and make its decision accordingly.

Where the Board agrees to approve the waiver, alternate accommodation will be found for the individual at the earliest opportunity.

ARTICLE 17 - OVERTIME PAY

17.01 Each employee in the bargaining unit:

- (a) whose normal work week consists of five (5) days per week of eight (8) hours per day shall be paid by the employer at the rate of time and one half for all time worked by such employee on any day of his/her five (5) scheduled working days in excess of his/her scheduled eight (8) hours for such date, and at the rate of time and one half for all time worked by the said employee on any day in any calendar week other than on his/her five (5) eight (8) hour scheduled working days, and
- (b) whose normal work week is other than five (5) days per week and eight (8) hours per day shall be paid by the Employer at the rate of time and one-half for all time worked by such last mentioned employee over his/her regular scheduled shift.
- (c) who is required to work two or more hours of overtime in one day shall receive a meal allowance of \$5.00 and a one half hour unpaid break.
- (d) With the mutual agreement of an employee and the employee's immediate supervisor, an employee may accumulate compensating leave at a rate of time and one half in lieu of pay at the overtime rate. Compensating leave shall be taken at a time mutually agreeable to the employee and the employee's immediate supervisor. Employees may be paid for all or part of any time accumulated in their compensating bank upon giving notice in writing to their supervisor. Accumulated compensating leave not taken before October 31 of each year shall be paid out. All compensating leave paid out shall be at the rate it was earned.

17.02 All overtime, except emergency overtime shall be authorized in advance.

Emergency overtime shall be reported to the appropriate supervisor within one (1) working day for approval.

17.03 The Employer shall endeavor to distribute overtime relatively equally among employees available to perform the work required, taking into consideration assigned work location and employee classification.

17.04 The Employer shall maintain a monthly record of overtime distribution, which shall identify date of overtime and acceptance or rejection of overtime. Such record shall be posted in all areas. This record shall be used as the basis of maintaining records in respect to Article 17.03.

ARTICLE 18 - CALL-OUT AND REPORTING ALLOWANCE

18.01 Each employee (excluding employees who are required to live on-site) who has completed his/her regular days work and leaves his/her place of work and who is subsequently called back prior to the starting time of his/her next scheduled shift shall be paid a minimum of three (3) hours at time and one half his/her basic hourly rate.

ARTICLE 19 - VACATIONS

19.01 (a) For the purpose of allocating vacation credits, the vacation year will be January 1 to December 31 of each year.

(b) Effective July 1, 1996, an employee shall earn vacation credits at the following rates:

(i) One and onequarter (1 1/4) days per month during the first eight (8) years of continuous service;

(ii) One and two-thirds (1 2/3) days per month after eight (8) years of continuous service;

(iii) Two and one-twelfth (2 1/12) days per month after fifteen (15) years of continuous service;

(iv) Two and one-half (2 1/2) days per month after twenty-five (25) years of continuous service.

- (c) Vacation credits under Article 19.01(b) accrue in respect of a month or part thereof in which an employee is at work or on leave with pay.
 - (d) An employee is not eligible for the entitlements under Article 19.01(b) in respect of:
 - (i) A whole calendar month in which s/he is absent from duty for any reason other than vacation leave or leave of absence with pay.
 - (ii) A period in excess of six (6) months during which a WSIB award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.
 - (e) Vacation shall be credited at the beginning of the calendar year.
- 19.02 A new employee shall not be entitled to take vacation until they have completed six (6) months of continuous service.
- 19.03 (a) Vacation will normally be taken in unbroken periods of at least one (1) week. Lesser periods will be allowed depending on operational requirements.
- (b) With the authorization of the Area Manager or Zone Maintenance Manager, an employee may accumulate vacation to a maximum of twice his/her annual accrual but shall be required to reduce his/her accumulation to a maximum of one year's accrual by December 31 of each year.
- 19.04 An employee who has completed twenty or more years of continuous service is entitled to receive, in the year ending with the end of the month in which s/he attains the age of sixty-five (65) years, five (5) days vacation leave-of-absence in addition to his/her normal vacation entitlement as set out in Article 19.01, such time to be considered as pre retirement leave.
- 19.05 An employee shall be paid for any earned and unused vacation standing to his/her credit and the applicable days shall be forfeited at the date s/he ceases to be an employee or at the date s/he qualifies for payments under the Long Term Income Protection Plan as defined in Article 25.04.
- 19.06 Approval for vacation requests as outlined below will be subject to operational requirements:
- (a) An Employee shall submit the vacation request **for the following year** in writing to the Employee's Supervisor by **December 15** and the Employer shall post the approved vacation schedule by **January 30**. All vacation requests submitted in writing by **December 15** shall be scheduled according to seniority.

Vacation requests submitted after **December 15**, shall not be scheduled according to seniority and in addition, shall require no less than **four (4)** weeks notice in writing, except in cases of emergency.

Where the employee fails to submit a request as outlined above, the Employer shall schedule such vacation.

- (b) An employee who wishes to carry over vacation for the purpose of taking two years' accumulation consecutively, shall submit such request no later than April 15th of the first year. Approval for such requests shall not be unreasonably withheld.

The employee will be required to submit specific dates for such vacation by **December 15** of the year **prior to** which the vacation will be taken. Approval for such vacation will be dependent on the seniority provisions described in 19.06 (a).

- (c) Notwithstanding Article 19.06 (a) and (b), an employee may only change his/her approved vacation with the Employer's consent.

19.07 Should an employee become hospitalized, seriously ill, injured or certifiably quarantined while on vacation leave, he/she may convert the remainder of the vacation leave to sick leave upon approval by the appropriate Supervisor. Approval for such conversion will be subject to the employee being incapacitated and the provision of a medical certificate indicating such condition.

19.08 The Employer shall provide each employee with a vacation statement for the new vacation year no later than March 31. This statement will include total credits for that vacation period and the balance remaining from the previous period.

19.09 Employees will, upon giving at least fifteen (15) working days notice in writing, receive on the last office day preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation.

19.10 Vacation credits for the vacation year of January 1 to December 31 will be assigned on January 1 and can be utilized at any time during the year.

ARTICLE 20 - DESIGNATED HOLIDAYS

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

New Year's Day
Good Friday
Easter Monday

Victoria Day
Canada Day
Simcoe Day (Civic Holiday)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

And any other day proclaimed as a holiday by the Federal Government and/or the Government of the Province of Ontario.

20.02 When any of the aforementioned holidays falls on a Saturday or Sunday or an employee's scheduled day off, the following normal working day shall be deemed to be a holiday for the purpose of the agreement.

20.03 (a) Each employee who is not required to work on a holiday as defined in Article 20.01 shall be paid eight (8) hours pay at his/her regular rate for each such holiday not so worked. In order to qualify for this benefit, the employee must have worked his/her last scheduled shift preceding and his/her first scheduled shift following such holiday unless s/he has been absent on either or both of these days on account of certified absence with pay through illness or injury, or with prior permission of the Employer.

(b) Each employee who is required to work on a holiday as defined in Article 20.01 shall be paid time and one-half for the time so worked and in addition shall be paid eight (8) hours pay at his/her regular rate provided that such employee meets the conditions applicable thereto as set forth in the immediately preceding paragraph.

20.04 When a holiday as defined in Article 20.01 falls within an employee's vacation period the Employee shall be entitled to a day off in lieu thereof with eight (8) hours pay at the employees regular rate.

20.05 WEEKEND HOLIDAYS

Where an employee is scheduled to work on any of the designated holidays which fall on a Saturday or Sunday, and is required to work on that day, they shall be paid time and one-half for the hours worked, and will receive the following normal working day off with pay.

20.06 The parties agree to continue the current practice of making reasonable attempts to accommodate requests for absences for the observance of religious holidays not listed in article 20.01.

ARTICLE 21 - SICK LEAVE

21.01 Sick leave credits are established for the purpose of providing for the employee during periods of absence due to illness, injury or properly certified quarantine, and are not available to an employee for absence caused by any other reason.

21.02 Each employee shall be entitled to sick leave allowance on the following basis: Sick leave credits shall accumulate at the rate one and one-half 1½ days for each month worked after the date of hire. An employee shall receive no credit in respect of any month in which s/he is absent from duty for any reason other than:

- (a) vacation leave,
- (b) leave of absence with pay,
- (c) lateness that has not resulted in suspension, or
- (d) authorized leave of absence without pay for a period that does not exceed ten (10) working days in the month.

21.03 (a)(i) Sickness must be substantiated by a doctor's certificate if the absence is for more than three (3) consecutive working days; or for each and every absence if so required by written notice, given in advance by the employer. The notice will specify the reason and the duration of the requirement and may be extended upon notification to the Employee. Medical certificates must be submitted to the employee's supervisor upon return to work or in accordance with Article 21.03 (b), whichever is applicable.

(ii) If the absence exceeds five (5) working days, the employee will verbally advise the supervisor of the availability for return to work and will continue to advise the supervisor every five (5) working days thereafter until the employee returns to work.

(iii) In the event that the employee provides a satisfactory medical certificate indicating a specific period of absence from work, then Article 21.03 (a)(ii) shall not apply, however, the employee shall contact the employer on the last day of certified absence to confirm the date of return to regular duties. The employer reserves their right to contact the employee as required in exceptional circumstances.

21.03(b)(i) Notwithstanding Article 21.03 (a) an employee absent for more than twenty (20) consecutive working days shall furnish immediately following such twenty (20) working days, a certificate from his/her personal physician verifying the

period of illness and probable date on which the employee will be able to return to his/her normal duties.

- (ii) If the Employer so requires, the employee will supply a medical certificate for every absence of twenty (20) consecutive working days thereafter until the employee returns to work or until an LTIP application is approved, whichever is later.

21.04 In all cases of absence the Supervisor shall be notified within two (2) hours on the first day of absence. If it is not possible to contact the Supervisor, steps must be taken by the employee to notify a designated alternate, and where s/he is not available, the Area/Zone Manager within two (2) hours from commencement of regular duties.

21.05 (a) An employee hired prior to January 1, 1997 who retires in accordance with the terms of the Pension Plan or who dies while in the service of the Employer shall be paid an amount equal to his/her accumulated sick leave credits up to a maximum of 180 days.

- (b) An employee hired on or after January 1, 1997 who retires in accordance with the provisions of the Pension Plan and is entitled to receive an immediate unreduced pension or who dies while in the employ of the Employer shall be paid an amount equal to half of the credits outstanding as at the date of death or retirement to a maximum of 90 days.

21.06 (a) An employee hired prior to January 1, 1997 who has five (5) or more years service as of the date of termination, shall be paid an amount equal to one half of the employee's accumulated sick leave credits up to a maximum of 160 days upon severance of employment, for any reason other than discharge for cause.

- (b) An employee hired on or after January 1, 1997 who is laid off in accordance with Article 9.01 shall be paid for half of the credits still outstanding as at the date of lay off to a maximum of 90 days pay.

21.07 WORKPLACE SAFETY AND INSURANCE

- (a) Where an employee is absent as a result of an injury allegedly sustained at work, the Employer will make advances up to a maximum of six (6) weeks, equivalent to the employee's normal pay. If the claim has not been approved by the Workplace Safety and Insurance Board by the end of the six (6) weeks and the employee continues to be absent, all lost time from the outset of his/her absence will be charged to his/her accumulated sick leave credits. Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the

days charged against the employee's sick leave for such absence will be credited back to the employee. Where the Board rejects the employee's claim, the Employer will notify the employee in writing explaining the details leading to the overpayment and a repayment schedule prior to deductions being made.

- (b) When an Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made by the Workplace Safety and Insurance Board, the employee shall be entitled to receive the difference between 100% of the employee's net salary or wages immediately prior to the incident as specified by Workplace Safety and Insurance Net Average Earnings Table and the amount of such award to the extent of the employee's accumulated sick leave credits will be used in the ratio that the amount compares to gross pay.

(c) **WSIB PAYMENT OF BENEFITS**

If the Employer so requires, the employee will supply a medical certificate from a legally qualified medical practitioner for every twenty (20) consecutive working days of absence following the accident or illness and thereafter, until the employee returns to work, or until an LTIP application is approved whichever is the later.

- (d) The Employer will utilize temporary modified work assignment to assist in the early return of injured workers in accordance with the Modified Work Program.

21.08 SICK LEAVE RECORDS

- (a) Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.
- (b) The employer will advise employees of adjustments to the total accrued sick leave. The notice of adjustment will be provided quarterly.

21.09 DISABLED EMPLOYEES

Any employee who has become unable to do the full range of their normal duties due to a certified disability shall be given consideration for work within their capabilities and qualifications. In assigning an employee to a vacancy under this **Article**, it is understood that the provisions of Article 10 - Staff Changes will not apply. Such assignments will be made to the first available (vacancy) which has not been posted in accordance with Article 10.01 (a). The Union will be kept advised of such placements, however, it remains the Employer's exclusive right to make these assignments.

21.10 An employee who is absent from work due to injury or illness and has exhausted all available credits and compensation may request to have any outstanding vacation credits applied to a continued absence. Such requests will be approved on special and compassionate grounds.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 BEREAVEMENT LEAVE

An employee scheduled to work and who would otherwise have been at work shall be allowed:

- (a) Three (3) consecutive working days leave-of-absence with pay in the event of the death of the employee's relatives as follows: parent, spouse, child, brother, sister, parent-in-law, brother and sister-in-law, aunt, uncle, grandchildren, grandparents, legal guardian and ward.
- (b) One (1) day leave-of-absence with pay to attend the funeral of a niece or nephew.

22.02 JURY AND WITNESS DUTY

Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:

- (i) shall be granted leave of absence for such purposes provided that upon completion of the service such employee shall present to the CEO, Metro Toronto Housing Corporation a satisfactory certificate showing the period of such service; and
- (ii) shall be paid for full salary or wages for the period of such service provided s/he shall pay to the Metro Toronto Housing Corporation the full amount of compensation received for such service and shall be given an official receipt thereof.

22.03 UNION BUSINESS

(a) UNION CONVENTIONS

Leave with pay and without loss of seniority may be granted upon request from the Union to the CEO, Metro Toronto Housing Corporation to employees who are duly elected or appointed delegates to attend the annual conventions of the Canadian Union of Public Employees, the Ontario Division of the Canadian Union of Public Employees, the Ontario Federation of Labour or the

Canadian Labour Congress. Such time shall not exceed a total of twenty-five (25) man days in any one (1) calendar year. The Union will give at least ten (10) working days written notice of such request to the Employer.

(b) INTERNAL UNION BUSINESS

Upon no less than ten days written request of the Union to the CEO, Metro Toronto Housing Corporation, the Employer may grant leave without loss of pay or benefits to employees elected as executive officers or stewards of the Union, for the purpose of conducting the internal business affairs of the Union. The Union will reimburse the Employer for the wages paid for such leave. Emergency requests shall be considered, subject to operational requirements and approval for such requests shall not be unreasonably withheld.

(c) The Union shall have the right to have the assistance of representatives of the Canadian Union Public Employees at its discretion in relation to any matter(s) or dispute(s) with the employer. Management will be provided with reasonable notice of such attendance and meetings will not be delayed due to the unavailability of a National Representative.

22.04 CAMPAIGNING FOR PUBLIC OFFICE

An employee shall be allowed a leave of absence without pay to campaign for public office, as provided for in the Public Service Act, RSO, 1990, as amended from time to time.

22.05 PREGNANCY LEAVE

Pregnancy leave shall be granted in accordance with the provisions of the Employment Standards Act.

- (a) An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of unemployment insurance benefits pursuant to the Employment Insurance Act (Canada), shall be paid an allowance in accordance with the Supplementary Employment insurance Plan as follows:
- (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving prior to the commencement of the pregnancy leave; and
 - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent

to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his/her regular classification which she was receiving on the last day worked, prior to the commencement of the pregnancy leave.

- (b) Employee shall have vested right to payments under the plan except to payments during a period of unemployment specified in the plan.
- (c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under the plan.
- (d) An employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan shall have his/her benefits coverage continued during the period she receives the maternity leave allowance.
- (e) If requested, in writing, at least two weeks prior to the date of expiry of her pregnancy leave, an employee shall be entitled to a leave-of-absence without pay for an additional period of up to six (6) months commencing immediately after the expiry of the pregnancy leave. The request shall indicate the exact period of the extended leave and shall not be subject to further extension.
- (f) To be eligible, the employees shall sign an agreement providing:
 - (i) that she will return to work and remain in the Employ for a period of at least six (6) months,
 - (ii) that she will return to work on the date of the expiry of her pregnancy leave, including any extension, and
 - (iii) that the employee recognizes that she is indebted to the Employer for the amount received as a Supplementary Unemployment Benefit should she fail to return to work and remain in the employ of the Employer as provided in (i) and (ii) above.

22.06 PARENTAL LEAVE

- (a) Parental leave is defined as a leave of absence without pay granted to an employee:
 - (i) who is a natural parent;
 - (ii) with whom a child is placed for adoption, or;
 - (iii) who is in a relationship of some permanence as the parent of a child and who intends to treat the child as their own.

- (b) The Employer shall grant parental leave without pay to an employee who has served at least thirteen (13) weeks. This leave shall end thirty-five (35) weeks after it begins or on an earlier day if the person gives the Employer at least four **(4)** weeks notice of that day.
- (c) Parental leave may begin:
 - (i) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
 - (ii) no later than thirty-five (35) weeks after the child is born or comes into the custody, care and control of the parent for the first time.
 - (iii) The parental leave of a person who takes pregnancy leave shall coincide with any leave taken under the provision of Article 22.05(e).
- (d) Coverage under the group insurance plan shall continue unless the employee elects in writing not to participate in the plan.
- (e) An employee on parental leave shall continue to accumulate vacation and sick leave credits during the period of such leave.
- (f) An employee returning from parental leave shall be assigned to the position held immediately prior to the commencement of such leave and be paid at the rate that would have been attained, had the leave not been granted.

22.07 SPECIAL, COMPASSIONATE OR EDUCATIONAL LEAVE

- (a) Leave-of-absence without pay and without loss of seniority may be granted to an employee for special, compassionate or job-related educational reasons if the request meets the operational requirements of the Employer for a period of:
 - (i) Up to five (5) continuous working days with the approval of the appropriate Area Manager or Manager, Maintenance Department.
 - (ii) Over five (5) continuous working days and up to one **(1)** continuous year with the approval of the CEO, Metro Toronto Housing Corporation or designate.

Application for special, compassionate or education leave should be submitted in writing at least fourteen **(14)** days prior to commencement of requested period of leave, except in cases of emergency, when as much notice as possible will be given.

- (b) Employees shall be allowed to use up to two (2) days per year of their

accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

Employees are required to show proof of medical or dental care.

22.08 CITIZENSHIP LEAVE

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

22.09 SELF-FUNDED LEAVE

- (a) An employee may apply to participate in the self funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one year and not more than four years.
- (b) The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- (c) Notwithstanding Article 25.06, during the leave the employee's insured benefits will be continued where the employee continues to pay for his/her portion.
- (d) On return from the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that she/he had attained when the leave commenced. If the position no longer exists, the employee shall be assigned to another position at the same or lower classification and for which the employee is qualified. In assigning an employee to a vacancy under this article, it is understood that the provisions of Article 10 "Staff Changes" will not apply. If no suitable vacancy exists, the employee will be placed on leave of absence without pay for a period not exceeding 30 days. If not assigned to a position by the end of the unpaid leave, the employee shall be laid off in accordance with the provisions of Article 9 "Layoffs & Recall", except that the employee will not be given 17 weeks paid notice.

ARTICLE 23 - PAYMENT OF WAGES

23.01 REGULAR PAY DAY

- (a) Wages one week in arrears shall be paid on a two-weekly basis on every second Thursday. Where the regular pay day falls on a designated holiday the employees shall be paid on the day preceding the holiday. An employee will be provided each pay day with an itemized statement of wages and deductions therefrom.
- (b) DIRECT DEPOSIT
- All employees will receive payment of wages on a direct deposit basis.
- (c) In an overpayment situation the Employer shall notify the employee in writing explaining the details leading to the overpayment and a repayment schedule **which will not exceed 10% of the net income per pay.**

23.03 PAY DURING ACTING ASSIGNMENT

When an employee is required to perform the duties of a higher classification for a period in excess of eight consecutive working hours, the corresponding minimum rate of pay for such higher classification shall be paid for that period of time. If an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay of such substitute shall not be changed.

23.04 NON-BARGAINING UNIT ASSIGNMENTS

Where an employee is temporarily assigned to perform the duties and responsibility of a position not covered by the Collective Agreement, the employee shall retain all rights and obligations under the Collective Agreement.

ARTICLE 24 - SHIFT PREMIUM

24.01 An employee shall receive a shift premium of:

- 95 cents per hour effective January 1, 1992 for all hours worked between five (5) p.m. and seven (7) a.m. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.

24.02 WEEKEND PREMIUM

Employees whose regular shift includes work on Saturdays or Sundays shall receive a premium of one dollar (\$1.00) per hour in addition to his/her regular pay for such work in addition to shift bonus if applicable.

ARTICLE 25 - EMPLOYEES BENEFITS

This article will only apply to full-time permanent employees with exception to 25.07.

25.01 EMPLOYEE BENEFITS

(a) LIFE INSURANCE

The life insurance plan shall provide coverage equal to twice the annual salary. The premium costs will be paid one hundred (100%) by the Employer.

(b) DEPENDENT LIFE

Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000.00) on the employee's spouse and/or five hundred dollars (\$500.00) on each dependent child or ~~two~~ thousand dollars (\$2,000.00) on the employee's spouse and/or one thousand (\$1,000.00) on each dependent child. The employee pays the full premium for this coverage.

25.02 ONTARIO HEALTH INSURANCE PLAN

The Ontario Health Insurance Plan (OHIP) premium will be paid 100% by the Employer.

25.03 SUPPLEMENTARY HEALTH AND HOSPITAL PLAN

- (a) The Employer shall pay one hundred percent (100%) of the monthly premium of the supplementary Health and Hospital Plan for all permanent full-time employees, except in those cases where employees have opted out of the plan. Semi-private or private hospital room coverage will be to a maximum of \$150 per day.
- (b) The Major Medical Section of the Supplementary Health and Hospital Plan will be subject to a deductible of twenty (\$20.00) per person covered, to a maximum of forty (\$40.00) per family, per year.
- (c) The Employer agrees to pay the monthly premium for hearing aid coverage under the Supplementary Health and Hospital Plan. The coverage provides

for the purchase of hearing aids (maximum \$250 per person once only) equivalent to the hearing aid component of the Blue Cross Extended Health Care Plan.

- (d) The Employer agrees to pay the monthly premium for Paramedic Services coverage. The coverage is for the services of a licensed Chiropractor, Osteopath, Podiatrist and Chiropodist up to \$20.00 per person, per visit and up to \$50.00 per person per visit for X-rays for a Chiropractor, to a maximum of \$100.00 per year, payable only after OHIP ceases to pay for the expenses submitted.
- (e) The employer agrees to continue the Vision Care coverage under the Supplementary Health & Hospital Plan. The maximum coverage provided to an employee in any 24 month period will be \$150.

Vision care premiums estimated at time of ratification is \$34,000.00 per year to be paid by EI Rebate of \$15,000.00 and employer contribution of the balance \$19,000.00.

25.04 LONG TERM INCOME PROTECTION PLAN

- (a) It shall be a condition of employment that employees be enrolled in a long-term income protection plan. The Plan provides an income protection benefit equal to 66-2/3% of the Employee's wages at the time of benefit commencement. The premium cost will be paid 100% by the Employer. Employee benefits as provided in Article 25 shall be maintained at no cost to the employee, when the employee is in receipt of L.T.I.P. benefits.
- (b) An employee who has been in receipt of L.T.I.P and who is certified fit to return to duty shall be reinstated to the first available vacancy for which he/she is qualified in his/her own class or lower. In assigning an employee to a vacancy under this article, it is understood that the provisions of Article 10 "Staff Changes" will not apply. If no suitable vacancy exists, the employee will be placed on leave of absence without pay for a period not exceeding 30 days. If not assigned to a position by the end of the unpaid leave, the employee shall be laid off in accordance with the provisions of Article 9 "Layoffs & Recall", except that the employee will not be given 17 weeks paid notice.
- (c) Long Term Income Protection benefits commence after a qualifying period of six (6) months from the date the employee becomes totally disabled or after using 130 days sick leave credits, whichever is the later. However, the employee will have the option to defer the start of LTIP by electing to use any sick leave credits still outstanding as at that date.

25.05 DENTAL PLAN

- (a) The Employer shall pay the full premium under the Plan.
- (b) Benefits shall be provided as outlined in Appendix D to the Collective Agreement.

25.06 (a) During the leaves-of-absence without pay, the employer will notify the employee of the option to continue participating in Basic Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan by arranging to pay the full premium by the first of the month of coverage. Failure to pay the required premium within the stipulated time period will result in the cancellation of all benefits.

- (b) Employees collecting Workplace Safety & Insurance benefits shall have their benefits continued by the employer as provided for under the Workplace Safety & Insurance Act. Employees no longer eligible for benefits under the Act may elect to continue participating in the benefit plan at their expense as per Article 25.06(a).

ARTICLE 26 - NO STRIKES AND LOCK-OUTS

There shall be no strike or lockout during the term of this Agreement. The words "strike" and "lockout" shall be as defined by the Ontario Labour Relations Act.

ARTICLE 27 - JOINT LABOUR/MANAGEMENT COMMITTEE

27.01 POLICY

The Employer recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and co-operative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

27.02 SCOPE

The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, and morale, and shall seek to promote

understanding and agreement between the parties. However, it will not perform any of those functions which are exclusively the functions of Management and/or the Union. It is understood that the Committee shall act in an advisory capacity and shall have no power to alter or amend, add to or modify, the terms of the Collective Agreement. The Committee is not intended in any way to replace or infringe upon the grievance or negotiating procedures.

27.03 MEMBERSHIP

The Committee shall be composed of not more than six (6) representatives from each of the parties. Four members from each side shall be named for a period of twelve (12) months or until replaced, and two (2) additional members from either party may be appointed by the respective sides depending upon matters on the agenda.

Meetings will be held within two (2) weeks of a request by either party but normally not more frequently than once per month or any other mutually satisfactory date.

27.04 AGENDA

An Agenda will be drawn up and distributed to all committee members not later than one week prior to the meeting.

The Employer agrees to update the Union, regularly on significant changes to existing work practices.

27.05 CHAIRPERSON

The Union and Management will select a representative from its group who will act as chairperson on an alternating basis. The chairperson will be responsible for conducting the meeting in an orderly fashion as well as recording and distributing the minutes to all committee members.

ARTICLE 28 - GENERAL CONDITIONS

28.01 ACCOMMODATION AT WORK

The Employer will continue to provide accommodation for meals and for the keeping of clothes.

28.02 BULLETIN BOARD

The Employer will provide bulletin boards upon which the Union will have the right to post notices of Union Meetings, and such other notices referring to Union activities as may be of interest to employees.

28.03 TOOLS AND PROTECTIVE CLOTHING

The Employer will supply to maintenance employees work tools and protective clothing as required. Where protective clothing is supplied it must be worn as a condition of employment.

Appropriate winter outer clothing will be supplied to all employees required as part of their regular duties to work outside in winter months.

28.04 JOINT HEALTH AND SAFETY COMMITTEE

- (a) The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the employer and the union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- (b) Both parties agree to establish acceptable guidelines governing the composition practice and procedures of the Joint Health and Safety Committees.
- (c) The power of this Committee shall be as outlined in the Occupational Health and Safety Act.

28.05 CLEAN UP TIME

Employees will be allowed ten (10) minutes cleanup time before lunch and before going off duty.

28.06 REST PERIODS

There will be two (2) fifteen (15) minutes rest periods in each eight (8) hour shift.

28.07 RETIREMENT

The normal retirement age for an employee shall be the last working day of the month in which his/her sixty-fifth (65th) birthday falls. Extensions to employment of

up to one year may be granted, subject to the employee providing medical certification of fitness to do the work for which employed and a satisfactory recommendation from the appropriate supervisor. Such extension may be reviewed at any time if indicated by health or performance reasons.

28.08 USE OF PRIVATE AUTOMOBILE

- (a) The Employer agrees to reimburse all employees who elect to use their private automobiles in the business of the Employer at the prevailing rate as established from time to time by the Employer.
- (b) The Employer will not discriminate or treat less favourably any employee regardless of whether s/he elects to use, not to use, or change his/her election as in 28.08(a).
- (c) A charge by an employee that the Employer has violated 28.08(b) may be the subject of a grievance, which if upheld, will result in rectification of the matter including any applicable compensation to the employee.

28.09 NO PYRAMIDING

There shall be no pyramiding of overtime or premium pay under the terms of this Agreement and under *no* circumstances will more than one basis of calculating overtime or premium pay be used for the same or similar hours.

28.10 REMOVAL EXPENSES

The Employer **will** defray the removal expenses of an employee who is required to live on-site who is permanently transferred to another location at the Employer's request.

28.11 CHANGES IN REGULATIONS

The Employer agrees to advise the Union of any changes in the Employer's Regulations relating to any matter covered by this Agreement.

28.12 CHANGE OF ADDRESS

In the event of a change in home address or telephone number, it shall be the responsibility of the employee to notify the Employer in writing of such change. Failure to comply with this provision will save the Employer harmless with respect to any notification directed to an employee's last known address or telephone number.

28.13 DISCIPLINARY RECORDS

- (a) Any disciplinary record shall be removed from an employee's file after three (3) years from the date of the offence, except where there has been similar disciplinary action within the three year period, in which event, the disciplinary records shall remain on the personnel file until the three year period of any similar succeeding actions have expired.
- (b) Each employee shall have reasonable access to their personal file during working hours for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a representative from Management.

In extenuating circumstances, the employer will approve the employee's requests to be accompanied by a union steward, with one week prior notice to the Human Resources Division.

28.14 PROFESSIONAL FEES AND LICENSES

The Employer shall pay the relevant portion of the professional certification and/or licenses fees for an employee who, as a condition of employment, is required to have a specific certification or license. Where a truck-tractor driver requires an upgraded license to operate the employer's equipment, the Employer shall pay the difference between the standard and upgraded drivers licence. It is understood that this sub-article is not intended to pay employees for the cost of a Standard Driver's license.

28.15 PAYMENT OF LEGAL FEE

Legal fees reimbursement is available to all employees in accordance with the established MTHC Legal Indemnification policy.

28.16 UNIFORMS

- (a) The Employer agrees to supply uniforms to all maintenance employees, as follows:

Permanent Employees

Six (6) shirts/blouses

Four (4) pair of pants with the option of one pair being short pants

One (1) spring jacket or one (1) sweater every third year.

Temporary Employees

Three (3) shirts/blouses

Two (2) pairs of pants

- (b) The Parties agree that the wearing of appropriate uniforms is a condition of employment.

The Employer agrees that they will not discipline an employee for being unable to wear a uniform if that employee has not received the annual uniform issue.

PART B - REGULAR PART-TIME EMPLOYEES**ARTICLE 29 - APPLICATION PART B: REGULAR PART-TIME EMPLOYEES**

29.01 The only terms of the Agreement that apply to employees who are regular part-time are those that are set out in this Part. No provisions in this Agreement other than those included in this Part shall apply to regular part-time positions.

ARTICLE 30 - OTHER APPLICABLE ARTICLES, REGULAR PART-TIME EMPLOYEES

30.01 The following Articles of this Agreement shall also apply to regular part-time employees:

- Article 1 - Bargaining Unit
- Article 2 - No Discrimination or Intimidation
- Article 3 - Equal Opportunity
- Article 4 - Management's Rights
- Article 6 - Compulsory Check-Off
- Article 7 - Collective Bargaining
- Article 8 - Seniority and Probationary Period (In Part)
 - 8.02
 - 8.03
 - 8.04
 - 8.05
 - Refer to article 31 for other applicable provisions
- Article 9 - Layoffs and Recalls
- Article 10 - Staff Changes (In Part)
 - 10.01 Notice of Vacancies
 - 10.02 Filling of Vacancies
 - 10.04 Technological/Organizational Change
 - 10.05 Acting Assignments
 - 10.06
 - Refer to article 32 for other applicable provisions
- Article 11 - Grievance Procedure
- Article 12 - Suspension of Dismissal
- Article 13 - Policy Grievance
- Article 14 - Hours of Work (In Part)
 - 14.02
 - Refer to article 33 for other applicable provisions
- Article 15 - Wage Rates and Classifications (In Part)
 - 15.01
 - 15.02

- 15.03
- 15.04
- Refer to article 34 for other applicable provisions
- Article 17 - Overtime Pay (In Part)
 - 17.02
 - 17.03
 - 17.04
 - Refer to article 36 for other applicable provisions
- Article 18 - Call-Out and Reporting Allowance
- Article 19 - Vacations (In Part)
 - 19.02
 - 19.03
 - 19.04
 - 19.05
 - 19.06
 - 19.07
 - 19.08
 - 19.09
 - 19.10
 - Refer to article 37 for other applicable provisions
- Article 20 - Designated Holidays (In Part)
 - 20.01
 - 20.06
 - Refer to article 38 for other applicable provisions
- Article 21 - Sick Leave (In Part)
 - 21.01
 - 21.04
 - 21.08
 - 21.09 Disabled Employees
 - Refer to article 39 for other applicable provisions
- Article 22 - Leave of Absence (In part)
 - 22.02 Jury and Witness Duty
 - 22.03 Union Business
 - 22.04 Campaigning for Public Office
 - 22.05 Pregnancy Leave
 - 22.06 Parental Leave
 - 22.08 Citizenship Leave
 - 22.09 Self-Funded Leave
 - Refer to article 40 for other applicable provisions
- Article 23 - Payment of Wages
- Article 24 - Shift Premium
- Article 25 - Employee Benefits (In Part)
 - 25.01 Life Insurance/Dependent Life

- 25.06
- Refer to article 41 for other applicable provisions
- Article 26 - No Strikes and Lockouts
- Article 27 - Joint Labour/Management Committee (In part)
 - 27.01
 - 27.02
 - 27.03
 - 27.04
 - 27.05
 - Refer to article 42 for other applicable provisions
- Article 28 - General Conditions (In part)
 - 28.01 - Accommodation at Work
 - 28.02 - Bulletin Board
 - 28.03 - Tools and Protective Clothing
 - 28.04 - Joint Health and Safety Committee
 - 28.05 - Clean Up Time
 - 28.07 - Retirement
 - 28.08 - Use of Private Automobile
 - 28.09 - No Pyramiding
 - 28.11 - Changes In Regulation
 - 28.12 - Change of Address
 - 28.13 - Disciplinary Records
 - 28.14 - Professional Fees and Licenses
 - 28.15 - Payment of Legal Fee
 - Refer to article 43 for other applicable provisions
- Article 44 - Term of Agreement
- Appendix B - Ratification Meeting
- Appendix C - Flyers
- Appendix D - Dental Benefit Summary Description
- Appendix F - Contracting Out / Divestment
- Appendix G - Implementation of the Vacation Plan
- Appendix H - Review of Benefits
- Appendix I - Regular Part-Time

ARTICLE 31 - SENIORITY AND PROBATIONARY PERIOD

In addition to articles 8.02, 8.03, 8.04, 8.05 and 8.06, the following articles shall apply:

- 31.01(a) (i) Seniority as referred to in this agreement shall mean length of continuous service with MTHC and will accumulate upon completion of a probationary period of not less than six (6) consecutive months including temporary service as specified in 31.01(b) and excluding absences for which WSIB benefits are

received.

- (ii) Seniority will be calculated based on the ratio of the employee's normal work week (excluding overtime and scheduled work days not worked and taken on leave of absence without pay) compared to full time employment.
- (b) On appointment to a regular part-time position in accordance with Article 10-Staff Changes and successful completion of the probationary period, the period of full-time temporary service with the employer as defined in 31.01 (c) shall count towards seniority.
- (c) Temporary Service will accumulate towards Seniority provided that:
 - (i) The temporary service immediately prior to appointment to a regular, permanent position is in the same classification:
 - (ii) The temporary service period just prior to the appointment to a regular permanent position is for a period not less than sixty (60) days and is not broken for a period of more than twenty (20) working days.

In such cases and on successful completion of the probationary period, the interim time not worked **will** be bridged and such temporary service will count towards the employee's seniority;
and
 - (iii) Any absences for which Workplace Safety and Insurance benefits are received shall not count towards the probationary period.

31.02 LOSS OF SENIORITY

An employee will lose all seniority and employment shall be deemed to be terminated if that employee:

- (a) Voluntarily terminates employment.
- (b) Is dismissed and the dismissal is not subsequently reversed through the grievance procedure.
- (c) An employee who is absent without leave for five (5) consecutive working days is deemed to have abandoned his / her position. On the fifth working day of absence, the employer will send to the employee at the last known address on record, a letter terminating the employee if s/he does not return to work within five (5) working days of the date of the letter.

Consideration will be given where extenuating circumstances can be demonstrated to the employer's satisfaction.

ARTICLE 32 - STAFF CHANGES

In addition to articles 10.01, 10.02, 10.04, 10.05, 10.06 , the following articles shall apply:

32.01 NOTIFICATION OF STAFF CHANGES

- (a) The employer shall notify the successful applicant in a competition of his/her appointment to the vacancy within four (4) weeks of the date of the interview. All other applicants shall be notified of the name of the successful applicant within one (1) week of the appointment.
- (b) The Union will be notified of those appointments, demotions, lay-offs, recalls, resignations, retirements, deaths, promotions, inactive employees and/or terminations of employment when made which concern the provisions of the Collective Agreement.
- (c) The employer will forward a copy of the WSIB form 7, to the worker co-chair of the Joint Health and Safety Committee subsequent to the reporting of any on the job injury.

ARTICLE 33 - HOURS OF WORK

In addition to article 14.02, the following articles shall apply:

33.01 A regular part-time employee means an employee scheduled to work on a regular on-going basis for a minimum of fourteen (14) hours per week and less than forty (40) hours per week averaged over a two week period.

ARTICLE 34 -WAGE RATES AND CLASSIFICATIONS

In addition to articles 15.01, 15.02, 15.03 and 15.04, the following article will apply:

34.01 The provisions of Article 15 (Wage Rates and Classifications) in Part A will apply except that for the purposes of calculating an employee's date of eligibility for merit increase, the following pro-rated periods will apply:

Scheduled Hours of Work	Qualifying Period for Merit Increase
14 to less than 24	24 months

24 to less than 32	20 months
32 to less than 40	16 months

ARTICLE 35 - CHANGE OF HOURS -ADJUSTMENT

- 35.01 (a) An employee on a temporary assignment which has the effect of changing the employee's number of regular hours of work per week will receive the appropriate rate of pay per Article 23 for the number of regular hours worked during the temporary assignment.
- (b) An employee who is on a temporary assignment, as outlined in 35.01 (a), for more than two consecutive months shall have the terms and conditions of employment adjusted to correspond to the changed hours of work at the beginning of the third calendar month.
- (c) An employee who has his/her hours of work permanently changed shall have the terms and conditions of employment adjusted to correspond to the changed hours of work at the beginning of the next calendar month.
- (d) At the end of each calendar year, each permanent part-time employee will have his/her vacation balance, sick credit balance, seniority, and benefits premiums paid, adjusted to reflect the actual regularly scheduled hours worked that year.

ARTICLE 36 - OVERTIME PAY

In addition to articles 17.02, 17.03 and 17.04, the following articles shall apply:

- 36.01 (a) Overtime means an authorized period of work performed in excess of the regular shift of eight (8) hours or more on a normal working day or in excess of forty (40) hours in one work week.
- (b) Overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate.
- (c) An employee, who is required to work two or more hours of overtime in one day in excess of a scheduled shift of eight (8) hours or more, shall receive a meal allowance of five dollars (\$5.00) and a one half (1/2) hour unpaid break.
- (d) With the mutual agreement of an employee and the employee's immediate supervisor, an employee may accumulate compensating leave at a rate of time and one half in lieu of pay at the overtime rate. Compensating leave shall be taken at a time mutually agreeable to the employee and the employee's immediate supervisor. Employees may be paid for all or part of any time

accumulated in their compensating bank upon giving notice in writing to their supervisor. Accumulated compensating leave not taken before October 31 of each year shall be paid out at the rate it was earned.

ARTICLE 37 - VACATIONS

In addition to articles 19.02, 19.03, 19.04, 19.05, 19.06, 19.07, 19.08 and 19.09, 19.10 the following articles shall apply:

- 37.01 (a) The provisions of Article 19.01 will also apply to regular part-time employees except that for the purpose of calculating service years, the length of continuous service will be equal to the length of seniority as calculated in accordance with Article 31 (Seniority).
- (b) Regular part-time employees shall earn vacation credits based on the ratio of the hours scheduled to work per week compared to full time employment. Vacation credits will be recorded in hours or part thereof and will be used based on the number of hours the employee is scheduled to work during the period of vacation.

ARTICLE 38 - DESIGNATED HOLIDAYS

In addition to article 20.01 and 20.06, the following articles shall apply:

- 38.01 Four percent (4%) of gross pay, not including premium payments, shall be added to the employee's regular pay to compensate for the holidays as defined in article 20.01. If the employee is not required to work on such holiday, the employee will not be entitled to regular wages.
- 38.02 When an employee works on a holiday listed in article 20.01, in addition to payments made under article 38.01, the employee shall be paid at the rate of time and one-half (1 1/2) the basic hourly rate for all hours worked.

ARTICLE 39 - SICK LEAVE

In addition to articles 21.01, 21.04 and 21.08, the following articles shall apply:

- 39.01 Regular part-time employees shall earn sick leave credits of a portion of one and one half (1 1/2) days per month based on the ratio of the hours scheduled to work per week compared to full time employment. Credits will be recorded in hours or part

thereof and will be used based on the number of hours the employee is scheduled to work during the period of absence.

An employee shall receive no credit in respect of any month in which s/he is absent from duty for any reason other than:

- (a) vacation leave,
- (b) leave of absence with pay,
- (c) lateness that has not resulted in suspension, or
- (d) authorized leave of absence without pay for a period that does not exceed ten (10) working days in the month.

- 39.02 (a)(i) Sickness must be substantiated by a doctor's certificate if the absence is for more than *two* (2) consecutive scheduled working days; or for each and every absence if so required by written notice, given in advance by the employer. The notice will specify the reason and the duration of the requirement and may be extended upon notification to the Employee. Medical certificates must be submitted to the employee's supervisor upon return to work or in accordance with Article 39.02 (b), whichever is applicable.
- (ii) If the absence exceeds one (1) week, the employee will verbally advise the supervisor of the availability for return to work and **will** continue to advise the supervisor every one (1) week thereafter until the employee returns to work.
 - (iii) In the event that the employee provides a satisfactory medical certificate indicating a specific period of absence from work, then Article 39.02 (a)(ii) shall not apply, however, the employee shall contact the employer on the last day of certified absence to confirm the date of return to regular duties. The employer reserves their right to contact the employee as required in exceptional circumstances.
- (b)(i) Notwithstanding Article 39.02(a) an employee absent for more than four (4) weeks shall furnish immediately following such four (4) weeks, a certificate from his/her personal physician verifying the period of illness and probable date on which the employee will be able to return to his/her normal duties.
 - (ii) If the Employer so requires, the employee will supply a medical certificate for every absence of four (4) weeks thereafter until the employee returns to work or until an LTIP application is approved, whichever is later.

- 39.03 (a) An employee hired prior to January 1, 1997 who retires in accordance with the terms of the Pension Plan and is entitled to receive an immediate unreduced pension or who dies while in the service of the Employer shall be paid an amount equal to his/her accumulated sick leave credits up to a maximum of one hundred and eighty (180) days.
- (b) An employee hired on or after January 1, 1997, who retires in accordance with the provisions of the Pension Plan and is entitled to receive an immediate unreduced pension or who dies while in the employ of the Employer shall be paid an amount equal to one half (1/2) of the credits outstanding as at the date of death or retirement to a maximum of sixty (60) days.
- 39.04 (a) An employee hired prior to January 1, 1997 who has five (5) or more years service as of the date of termination, shall be paid an amount equal to one half of the employee's accumulated sick leave credits up to a maximum of one hundred and sixty (160) days upon severance of employment, for any reason other than discharge for cause.
- (b) An employee hired on or after January 1, 1997, who is laid off in accordance with Article 9.01 shall be paid for one-half (1/2) of the credits still outstanding as at the date of lay off to a maximum of sixty (60) days pay.

39.05 WORKPLACE SAFETY AND INSURANCE

- (a)(i) Where an employee is absent as a result of an injury allegedly sustained at work, the Employer will make advances up to a maximum of six (6) weeks, equivalent to the employee's normal pay. If the claim **has** not been approved by the Workplace Safety and Insurance Board by the end of the six (6) weeks and the employee continues to be absent, all lost time from the outset of his/her absence will be charged to his/her accumulated sick leave credits. Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the days charged against the employee's sick leave for such absence will be credited back to the employee. Where the Board rejects the employee's claim, the Employer will notify the employee of the recovery schedule for advances paid, prior to deductions being made.
- (ii) When an Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made by Workplace Safety and Insurance Board, the employee shall be entitled to receive the difference between one hundred percent (100%) of the employee's net salary or wages immediately prior to the incident as specified by Workplace Safety and Insurance Net Average Earnings Table and the amount of such award to the

extent of the employee's accumulated sick leave credits will be used in the ratio that the amount compares to gross pay.

- (b) **WSIB PAYMENT OF BENEFITS**
 - (i) If the Employer so requires, the employee will supply a medical certificate from a legally qualified medical practitioner for every four **(4)** weeks of absence following the accident or illness and thereafter, until the employee returns to work, or until an LTIP application is approved whichever is the later.
 - (ii) The Employer will utilize temporary modified work assignment to assist in the early return of injured workers in accordance with the Modified Work Program.

ARTICLE 40 - LEAVE OF ABSENCE

In addition to articles 22.02, 22.03, 22.04, 22.05, 22.06, 22.08 and 22.09, the following articles shall apply:

40.01 BEREAVEMENT LEAVE

An employee scheduled to work and who would otherwise have been at work shall be allowed:

- (a) Leave of absence with pay for up to three (3) consecutive working days which fall within a three (3) calendar day period, in the event of the death of the employee's relatives as follows: parent, spouse, child, brother, sister, parent-in-law, brother and sister-in-law, aunt, grandchild, grandparents, legal guardian and ward.
- (b) For purposes of sub article (a), the three (3) calendar day period shall be exclusive of Saturdays and/or Sundays on which the employee is on regular days off. However, the three (3) calendar day period shall include all other days including all regular days off which fall on other than a Saturday or a Sunday.
- (c) One (1) day leave-of absence with pay to attend the funeral of a niece or nephew.

40.02 SPECIAL, COMPASSIONATE OR EDUCATIONAL LEAVE

Leave-of-absence without pay and without loss of seniority may be granted to an employee for special, compassionate or job-related educational reasons if the

request meets the operational requirements of the Employer for a period of:

- (i) Up to one (1) week with the approval of the appropriate Area Manager or Manager, Maintenance Department.
- (ii) Over one (1) week and up to one (1) continuous year with the approval of the Application for special, compassionate or education leave should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of emergency, when as much notice as possible will be given.

ARTICLE 41 - EMPLOYEE BENEFITS

In addition to articles 25.01 and 25.06, the following articles shall apply:

41.01 SUPPLEMENTARY HEALTH & HOSPITAL INSURANCE AND DENTAL PLAN

The provisions of Article 25.03 (Supplementary Health & Hospital Plan) and Article 25.05 (Dental Plan) shall apply to regular part-time employees except that the Employer shall pay a pro-rated premium.

The premium paid by the Employer will be based on the ratio of the hours scheduled to work per week compared to full time employment. The employee shall pay the balance of the premium through payroll deduction.

41.02 LONG TERM INCOME PROTECTION

The provisions of Article 25.04 (Long Term Income Protection Plan) shall also apply to regular part-time employees except that the qualifying period shall be six (6) months from the date the employee becomes totally disabled.

ARTICLE 42 - JOINT LABOUR/MANAGEMENT COMMITTEE

In addition to articles 27.01, 27.02, 27.03, 27.04 and 27.05, the following article shall apply:

42.01 Wages will be paid for an employee's attendance at meetings if the meeting is held during the employee's scheduled hours of work.

ARTICLE 43 - GENERAL CONDITIONS

In addition to articles 21.09, 28.01, 28.02, 28.03, 28.04, 28.05, 28.07, 28.08, 28.09, 28.11, 28.12, 28.13, 28.14 and 28.15, the following articles shall apply:

43.01 REST PERIODS

There will be one ~~(15)~~ fifteen (15) minutes rest period during each four (4) hour work period.

43.02 UNIFORMS

- (a) The Employer agrees to supply uniforms to regular part-time employees, as follows:

Three (3) shirts/blouses

Two (2) pairs of pants

One (1) springjacket or one ~~(1)~~ sweater every five years.

- (b) The Parties agree that the wearing of appropriate uniforms is a condition of employment.

The Employer agrees that they will not discipline an employee for being unable to wear a uniform if that employee has not received the annual uniform issue.

ARTICLE 44 - CASUAL WORKER

- (a) A casual worker is one who is hired on a day to day or intermittent basis, for special projects, i.e. work or volume of work that is not continuous. The assignment will not be less than eight (8) hours. The casual worker may be used for peak work periods. It is not the intent of the casual work assignment to fill vacant complement positions.
- (b) The following articles are the only articles which will apply to casual workers:

1.01	Bargaining unit
2	Discrimination or Intimidation
3	Equal Opportunity
4	Management Rights
6.01 - 6.04	Compulsory Check-off
15.01	Wage Rates and Classification
17.01 - 17.02	Overtime Pay
21.04	Notification of Absence
23.01	Payment of Wages

26	No Strikes / Lock-outs
28.01	Accommodation at Work
28.02	Bulletin Board
28.03	Tools and Protective Clothing
28.04	Joint Health and Safety Committee
28.06	Rest Periods
28.08	Use of Private Automobile
28.09	No Pyramiding
28.12	Change of Address
28.13	Disciplinary Records
28.15	Payment of Legal Fees

- (c) The total number of casual workers shall not exceed 5% of the total complement of the bargaining unit. The employer will report numbers of casual workers to the union on bi-monthly basis.
- (d) The employer agrees to utilize casual workers, where available, prior to the use of contractors for work that is normally within the Bargaining Unit.
- (e) The employer will provide a visual identification for the casual workers to wear.

ARTICLE 45 - STUDENTS

- (a) Students may be used from the period of May 1 to September 30 for specific tasks within the GMM 1 classification. Students must currently be registered full-time at a recognized educational establishment.

Student rates will apply.

- (b) The following articles are the only articles which will apply to students:
- | | |
|---------------|---|
| 1.01 | Bargaining unit |
| 2 | Discrimination or Intimidation |
| 3 | Employment Equity |
| 4 | Management Rights |
| 6.01 - 6.04 | Compulsory Check-off |
| 15.01 | Wage Rates and Classification (student rates will apply) |
| 17.01 - 17.02 | Overtime Pay (students will not normally be scheduled for overtime) |
| 21.04 | Notification of Absence |
| 23.01 | Payment of Wages |

26	No Strikes / Lock-outs
28.01	Accommodation at Work
28.02	Bulletin Board
28.03	Tools and Protective Clothing
28.04	Joint Health and Safety Committee
28.06	Rest Periods
28.08	Use of Private Automobile
28.09	No Pyramiding
28.12	Change of Address
28.13	Disciplinary Records
28.15	Payment of Legal Fees

- (c) Students will be used to replace employees who are absent due to illness, on vacation, compassionate leave or other leave approved by the employer; situations created by special programs **e.g.** Summer student employment program, etc.
- (d) The total number of students shall not exceed 5% of the total complement of the bargaining unit. The employer will report numbers of students to the union on bi-monthly basis.
- (e) The employer agrees to utilize students, where available, prior to the use of contractors for work that is normally within the Bargaining Unit.
- (f) The employer will provide a visual identification for the students to wear.



PART C

ARTICLE 46 - TERM OF AGREEMENT

The term of this agreement shall be January 1, 2001 to December 31, 2001.

IN WITNESS WHEREOF these present have been executed by the authorized representatives of the parties at Toronto, Ontario this first day of October, 2001.

For the Union:

For the Employer:

Brian Rochford

[Signature]

Karen McNamee

Carla Bethoux

[Signature]

[Signature]

[Signature]

APPENDIX A

Mr. Lyttleton Joseph
Unit Chair, Local 416
Canadian Union of Public Employees

Dear Mr. Joseph,

ON-SITE EMPLOYEE ACCOMMODATIONS

Under Article 16.01 an employee who is required to live on-site will have supplied by the Employer unfurnished living accommodations, heat, water supply, a standard telephone (excluding personal long distance calls), and hydro.

From time to time employees in this category find themselves no longer eligible for this accommodation because they do not occupy the position due to receipt of long term disability or retirement, they may however, require rent geared to income housing and wish to retain a tenancy with the Metro Toronto Housing Corporation.

It is the policy of MTHC that applicants for RGI accommodation must meet the qualifications for housing and be housed in accordance with their point rating and placed in the applicant waiting list.

In the case of former on-site employees, wishing to be housed from their accommodation supplied as a condition of employment, it is our practice to make application for a waiver of the above policy to the Board of MTHC.

The Board considers the merits and circumstances of each case individually and makes its decision accordingly.

Should the Board agree to the approval of the waiver of policy alternate accommodation would be found for the individual at the earliest opportunity in order to free up the on-site accommodation for the next incumbent.

On behalf of the Metro Toronto Housing Corporation.

Edith Brethour
Human Resources Division

APPENDIX B

RATIFICATION MEETING

For the purpose of ratifying a Collective Agreement, all Employees shall be granted time off without loss of pay for the purpose of attending a Union meeting at a time mutually agreed upon by the parties.

FLYERS

Union flyers to be delivered to Human Resources no later than the Friday preceding the effected pay day.

DENTAL BENEFIT SUMMARY DESCRIPTION

1. Benefit Summary

Covered Expenses: Routine, Denture and Orthodontic Services

Deductible: Nil deductible

Reimbursement Percentage:

\$	Routine Services	- 100%
\$	Denture Services	- 50%
\$	Orthodontic Services	- 50%

Benefit Maximums:

\$ Routine Services

- Full-time employees and dependents - Unlimited
- Denture **Services**
- All employees and dependents - \$1,000 per individual per calendar year.

\$ Orthodontic Services

- \$2,000 per dependent child per lifetime

Dental Schedule: Current Ontario Dental Schedule of Fees

2. Covered Expenses

I. Routine Services

A. Diagnostic Services:

1. Examinations, including:

- one complete oral examination in any period of 36 consecutive months
- recall examinations once during any period of 6 consecutive months

- emergency examinations
- specific oral area examinations

2. Panoramic x-rays and full-mouth series of x-rays, once during any period of 36 consecutive months. Bite-wing x-rays once during any period of 6 consecutive months.

B. Preventive Services

1. Prophylaxis (cleaning and scaling), once during any period of 6 consecutive months.
2. Oral hygiene instruction, once during any period of 6 consecutive months.
3. Topical application of fluoride solutions.
4. Interproximal disking of teeth.

C. Minor Restorative Services:

1. Removal of carious lesions
2. Amalgam, silicate, acrylic and composite restorations, including pin reinforcement.
3. Stainless steel crowns.

D. Surgical Services:

1. Extractions and surgical removal of teeth and residual roots.
2. Anaesthesia required in relation to dental surgery.
3. Therapeutic drug injections provided by a dentist.

E. Endodontic Services:

1. Treatment of pulp chamber.
2. Root canal therapy for permanent teeth.
3. Apexification and periapical services.

F. Periodontal Services:

1. Periodontal surgery.
2. Periodontal sealing and root planing.
3. Special periodontal appliances, excluding appliances for treatment of temporal mandibular joint dysfunction.

G. Denture Services

1. Provision of an initial removable partial or complete denture.
2. Replacement of an existing denture if:
 - a) at least one additional tooth was extracted and the existing denture cannot be made serviceable. (If the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth).
 - b) it replaces an existing denture which is at least 5 years old and cannot be made serviceable.
 - c) it places a temporary denture installed after the date coverage is effective
 - d) the replacement is required as the result of an initial opposing denture after the date coverage is effective.
 - e) the replacement is required as the result of an accidental injury which occurs after the date coverage is effective.
3. Repairs, relines, rebases and adjustments to existing dentures.
4. Diagnostic casts, excluding orthodontic diagnostic casts.

H. Orthodontic Services

A. Diagnostic Services

1. orthodontic examination
2. cephalometric radiographs

3. hand and wrist radiographs
4. diagnostic photographs
5. orthodontic diagnostic casts

B. Treatment

1. fixed and removable appliances are covered for corrective orthodontic treatment for children who are 6 to 18 years of age when treatment starts
2. appliances for the control of harmful habits, including myofunctional therapy, and related observations, adjustments, repairs and alterations.

3. Covered Expense Limitations:

The following services are not covered:

1. Services and supplies rendered for dietary planning.
2. Treatment not yet approved by the Canadian Dental Association or which is experimental in nature.
3. Broken appointments or completion of claim forms.
4. Dental treatment that is not "treatment necessarily rendered" as defined in Group Policy No. 24653. Covered expenses, subject to the definition of "Reasonable and Customary Charges" will be considered for the portion of the expense that would have been incurred for an alternate form of treatment that would qualify as "treatment necessarily rendered."
5. Dentures which have been lost, mislaid or stolen.
6. Services and supplies rendered for a full mouth reconstruction, for a vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.
7. Services and supplies rendered for facings on crowns or pontics posterior to the second bicuspid.
8. Covered expense incurred, as a result of accidental injury to natural teeth, for treatment completed more than 12 months after the accident.

9. Any services or supplies which are not identified as "Covered Expenses" under Group Policy No. 24753.

NOTE:

The above is a description of the principal features of dental benefits available through Group Policy No. 24753. The provisions of the Group Policy shall be the governing document in the event of any discrepancy between this summary and our contractual wording.

LETTER OF UNDERSTANDING

WORKPLACE ACCOMMODATION GUIDELINES

The Metro Toronto Housing Corporation and TCEU CUPE Local 416 are committed to the benefits of returning employees to the workplace following injury or illness. The goal is early return to work that is safe, available, within the worker's functional abilities and where possible restores the worker's pre-injury earnings.

The parties agree:

1. to work together to ensure that MTHC workplace accommodation policies and procedures reflect this intent.
2. that the employer will maintain a joint workplace accommodation committee
3. that where possible local arrangements will be made to return employees to work where standard restrictions are reported; the union will attend meetings at the request of the employer or employee to assist with the return to work program
4. where local arrangements for standard restrictions can not be made the employer, employee and the union shall arrange a meeting as soon as possible to facilitate the return to work process

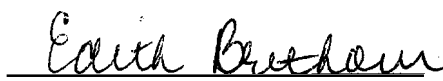
Signed by the parties hereto at Toronto this first day of October, 2001.

For the Union

For the Employer



Brian Cochrane



Edith Brethour

LETTER OF AGREEMENT

CONTRACTING OUT/DIVESTMENT:

The following letter of understanding will expire on December 31, 2001.

MTHC undertakes to advise the Union where it proposes to contract out and/or divest itself of bargaining unit work which would significantly affect the employment status of 30 (thirty) or more Local 416 bargaining unit employees. The Union shall be given an opportunity to recommend options for retaining the work. If following these discussions the work is not retained:

1. An affected employee who accepts a position with the new employer, shall be deemed to have resigned and shall be eligible only for termination pay in accordance with Article 21.06.
2. An affected employee who does not accept an offer from the new employer in which:
 - i) the wage rates are 85% or greater of the employee's current wage rate; and
 - ii) the employees service and seniority are carried over to the new employershall be laid off pursuant to Article 9 but shall not be eligible for the separation allowance pursuant to Article 9.03(ii).
3. All other affected employees shall be laid off pursuant to Article 9.


In any case where an operation or part thereof is being disposed of, and the Employer has determined that an opportunity for tendering or bidding is warranted, employees shall be given the opportunity to submit a tender or bid on the same basis as others.

Signed by the parties hereto at Toronto this first day of October, 2001.

For the Union

For the Employer


Brian Cochrane


Edith Brethour

LETTER OF AGREEMENT

The union agrees that it will support the employer in its efforts to eliminate waste; conserve materials, energy and supplies, improve the quality; prevent accidents and strengthen goodwill between the Employer, Employees and the public.


Signed by the parties hereto at Toronto this first day of October, 2001.

For the Union

For the Employer



Brian Cochrane



Edith Brethour

APPENDIX H

LETTER OF AGREEMENT

PART-TIME EMPLOYEES

Further to Part B on regular part-time employees, it is agreed that, for the duration of this Agreement (March 31, 2001), the number of such employees will not exceed 4% of the total permanent full-time complement for local 416, CUPE and scheduled hours of work shall not exceed 24 hours per week.

It is further agreed that for the duration of this agreement, the employer will give consideration to temporary employees through the competitive process when recruiting regular part-time employees.


Signed by the parties hereto at Toronto this first day of October, 2001.

For the Union

For the Employer



Brian Cochrane



Edith Brethour