

COLLECTIVE AGREEMENT

between

**ONTARIO HOUSING CORPORATION
AND ALL HOUSING AUTHORITIES**
(hereinafter called "the Employer")

OF THE FIRST PART

and

**ONTARIO HOUSING CORPORATION
EMPLOYEES' UNION LOCAL 3096
CANADIAN UNION OF PUBLIC
EMPLOYEES**

(hereinafter called "the Union")

OF THE SECOND PART

MAY - 7 1991

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I- Indicates change from previous Agreement.

ARTICLE 1 – DEFINITIONS

- 1.01 (a) "Employee" means a person in the bargaining unit described in Article 2.
- (b) "Probationary Employee" means one who is employed in the bargaining unit and has not acquired seniority.
- (c) "Permanent Employee" means an employee who has acquired seniority.
- (d) "Full-Time Employee" means one who is regularly employed for the normal hours per week as set out in Article 12.
- (e) "Permanent Part-time Employee" means an employee who works less than a full-time employee on a regular, continuing basis.
- (f) "Temporary Employee" means an employee who has been hired to replace a permanent or probationary employee while on sick leave, W.C.B., pregnancy leave, special or compassionate leave or educational leave or during peak workload for periods of more than thirty (30) calendar days but not in excess of 365 calendar days.
- (g) "Security Tenant" – a person retained by a Local Housing Authority for purposes outlined in Appendix B of the agreement. The only terms and conditions of the agreement that apply to Security Tenants shall be as outlined in Appendix B, Memorandum of Understanding, which forms part of the Collective Agreement.

ARTICLE 2 – BARGAINING UNIT

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees of the Ontario Housing Corporation and of all Housing Authorities in the Province of Ontario employed outside of the Municipality of Metropolitan Toronto, except for persons who are not employees within the meaning of clause (f) subsection 1 of section 1 of the Crown Employees Collective Bargaining Act.
- 2.02 (a) Where the duties of a bargaining unit position are significantly changed to the extent that the

classification would change, the Union will be informed and shall be supplied with the revised job description.

- (b) 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 shall be informed and shall be supplied with the necessary job descriptions.
- (c) When a new classification is to be created, the parties shall meet within ninety (90) days to negotiate the wage rate for the new classification. If no agreement is reached between the parties, the Employer will set the wage rate for the new classification subject to the right of the parties to have the rate determined by arbitration.

2.03 TEMPORARY EMPLOYEES

- (i) Articles 4.01 and 13 are the only Articles applicable to temporary employees as defined in Article 1.01(f).
- (ii) Notwithstanding Articles 1.01(f) and 2.01, it is understood that the Employer may require up to thirty (30) days from the date of becoming aware of the need for a temporary replacement in order to fill such position and as such Articles 4.01 and 13 would not apply in the interim.
- (iii) The thirty (30) day period identified in 2.03(ii) may be extended or otherwise amended by mutual agreement of the parties in order to fill the vacancy and as such, Article 4.01 and 13 would not apply for this agreed upon period.
- (iv) The 365 calendar days identified in Article 1.01(f) may be extended or otherwise amended by mutual agreement of the parties. In the event that there is a need for the temporary position beyond 180 calendar days and the period is not extended, the temporary position will either:
 - a) be abolished for a period of no less than 30 calendar days: OR

- b) become a permanent full-time or permanent part-time vacancy and be posted in accordance with Article 8 – Staff Changes.
- 2.04 Correspondence to the Union arising out of this agreement or incidental thereto (including all grievance responses) shall be sent to the Secretary of the Union at its Toronto office with a copy to the President of the Union.
- 2.05 The Union shall provide the Employer with a list of its Executive Officers who will be acting on behalf of the Union in matters pertaining to this agreement.

ARTICLE 3 – DISCRIMINATION OR INTIMIDATION

- 3.01 The Employer agrees that no discrimination or intimidation will be practiced or permitted by any of their official officers, against any employee because of trade union membership or authorized and/or legal union activity.

ARTICLE 4 – COMPULSORY CHECK-OFF

- 4.01 The Employer in respect to each of the employees in the bargaining unit shall deduct from the last pay of each and every month of each employee a sum equivalent to 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 Local Union 3096 not later than the fifteenth (15) of the month following the date of such deduction, together with a list of all employees from whose wages the deductions have been made and the consolidated total of the regular gross monthly wages paid to all employees.
- 4.02 Upon completion of an employee's probationary period the Employer will deduct the initiation fee from those employees who sign an authorization for such deduction of initiation fees on a form satisfactory to the Employer.
- 4.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 4.01 and 4.02.
- 4.04 On commencing probationary employment, the Employer will provide each new employee with a

copy of the Collective Agreement and inform the new employee of the conditions of employment and the rules and procedures in effect as an employee of the Local Housing Authority.

ARTICLE 5 – LABOUR/MANAGEMENT NEGOTIATIONS

- 5.01 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 commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.
- 5.02 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.
- 5.03 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.
- 5.04 The Employer and Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.
- 5.05 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.
- 5.06 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 (1) 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 but without pay and without loss of credits.

ARTICLE 6 – SENIORITY

- 6.01 Seniority as referred to in this agreement shall mean

length of continuous and unbroken service with the Ontario Housing Corporation and all Housing Authorities and will accumulate retroactively to the date of hire, upon completion of a probationary period of: *6-2000*

- i) for full time employees, not less than 60 working days;
- ii) for permanent part-time employees, a period of 6 consecutive months. *6/10/1*

The probationary period will exclude absences for which Workers' Compensation benefits are received.

6.02 Seniority for permanent part-time employees will be calculated based on the employee's normal work week (excluding overtime) as follows:

- 1) Maintenance Employees
 - 1 - 10 hours = 1/4 week seniority
 - 11 - 20 hours = 1/2 week seniority
 - 21 - 30 hours = 3/4 week seniority
 - 31 - 40 hours = full week seniority
- 2) Administrative Employees
 - 1 - 9 hours = 1/4 week seniority
 - 10 - 18 hours = 1/2 week seniority
 - 19 - 27 hours = 3/4 week seniority
 - 28 - 35 hours = full week seniority

6.03 Each Local Housing Authority will maintain a seniority list for all employees as defined under Article 6.01. Seniority will be recorded in years, months, weeks and days and shall be calculated as of June 30 of each year.

6.04 All employees and the Union will be provided by the appropriate Local Housing Authority with an up-to-date seniority list in July of each year. The seniority list will show all employees in order of seniority, stating the employee's name and classification.

6.05 Seniority shall be the primary consideration in determining preference or priority for transfers, demotions, lay-offs, permanent reduction of the work force and recall.

6.06 **LOSS OF SENIORITY**
An employee will lose all seniority and employment shall be deemed to be terminated if the employee:

without properly notifying management, unless a justifiable reason is given.

ARTICLE 7 – LAY-OFF AND RECALL

LAYOFF

7.01 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:

- i) The Local Housing Authority will identify the least senior employee within the affected position as surplus, based on the seniority in effect as of that date within the Local Housing Authority.
- ii) Where such an employee is identified as surplus, the employee will have the right to be reassigned to another position within the Local Housing Authority, provided that:
 - a) There is a vacant position for which the surplus employee is qualified and capable of performing or
 - b) 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 jobs are comparable or related and the employee is capable and qualified to perform the duties of the position.

- 7.02 Where the employee fails to exercise the employee's rights under 7.01 (ii), (b) or where no suitable vacancy exists within the Local Housing Authority, the employee shall be laid off.
- 7.03 When an employee is to be laid-off, the employee shall be provided with notice in accordance with the Employment Standards Act:
- (a) one weeks notice in writing to the employee if the employee's period of employment is less than one year;
 - (b) two weeks notice in writing to the employee if the employee's period of employment is one year or more but less than three years;
 - (c) three weeks notice in writing to the employee if the employee's period of employment is three years or more but less than four years;
 - (d) four weeks notice in writing to the employee if the employee's period of employment is four years or more but less than five years;
 - (e) five weeks notice in writing to the employee if the employee's period of employment is five years or more but less than six years;
 - (f) six weeks notice in writing to the employee if the employee's period of employment is six years or more but less than seven years;
 - (g) seven weeks notice in writing to the employee if the employee's period of employment is seven years or more but less than eight years; *7.03 01/0*
 - (h) eight weeks notice in writing to the employee if the employee's period of employment is eight years or more.

A copy of such notice shall be forwarded to the appropriate Regional Manager and the President of CUPE Local 3096.

RECALL

- 7.04 An employee who is laid-off shall be provided, by registered mail at the employee's last known address, with copies of job postings for positions within the Group from which the employee was laid-off, for a period of one year from the date of lay-off.

- 7.05 The employee shall have 14 calendar days to respond to the job posting.
- 7.06 An employee who has been on lay-off for more than one year shall lose all rights of recall and seniority.
- 7.07 Where an employee has been laid-off in accordance with this Article, and recalled within one year, the period of lay-off shall not be included in determining the length of continuous service.

GRIEVANCE ON LAY-OFF AND RECALL

- 7.08 Where an employee files a grievance claiming improper lay-off or recall, the employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.

ARTICLE 8 – STAFF CHANGES

NOTICE OF VACANCIES

- 8.01 a) When a new position is created or when a permanent vacancy occurs within the Bargaining Unit, the Employer shall immediately notify the Union in writing with a copy in the pay cheques of each employee of the Local Housing Authority so that employees will know about the vacancy or new position.
- b) When a temporary assignment occurs within the Bargaining Unit because of maternity leave or educational leave of at least 6 months, and when the specific dates of the leave are established at least four (4) weeks in advance of the commencement of the maternity leave, the Employer shall immediately notify the Union in writing and post notices thereof on all bulletin boards within the Local Housing Authority for a minimum of one week so that employees will know about the assignment.
- 8.02 Such notice shall contain the following information: nature of position, present work location including geographic location within the Housing Authority, qualifications, required knowledge and education, skills, shifts, hours of work, wage rate or range.
- 8.03 For purposes of Article 8.01, the employer will en-

deavour to fill the position from among those employees presently in the Local Housing Authority in which the vacancy or temporary assignment occurs.

- 8.04 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.
- 8.05 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each employee of the Local Housing Authority who applied to the vacancy and shall be posted on all bulletin boards in the Local Housing Authority.
- 8.06 The Union shall be notified of all new hires (including temporary hires), promotions, demotions, lay-offs, transfers, recalls and resignations or other terminations of employment.
- 8.07 Employees wishing to transfer from one Local Housing Authority to another, shall notify the Manager of the Local Housing Authority to which they wish to transfer, in writing stating name, address, qualifications and position requested. Such requests shall be acknowledged and retained for twelve (12) months and the employee notified of any applicable vacancies as they occur.
- 8.08 When an assignment of "Lead-Hand" is required, the senior qualified employee in the district/area shall be assigned in accordance with Article 21.03.

ARTICLE 9 – GRIEVANCE PROCEDURE

- 9.01 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.
- 9.02 An employee who believes a complaint or a difference exists with the Employer shall first discuss the complaint or difference with the employee's supervisor within five (5) working days of first

becoming aware or should have been aware of the complaint or difference. The local Union Steward shall be present, if requested by the employee. Any complaint or difference not satisfactorily settled by the supervisor within five (5) working days may be processed by the Union within an additional fifteen (15) working days in the following manner:

9.03 **Step 1**

If the Union considers the grievance to be justified, the Union through its authorized representative, shall file the said grievance, which shall be signed by the grievor and authorized Union Steward, and redress sought in writing with the appropriate Housing Manager who shall designate an official who shall confer with the employee involved within five (5) working days of receipt of the grievance and who shall render a decision in writing within five (5) working days of the time of the meeting. The employee shall be accompanied at the said meeting by the authorized representative of the Union.

Where it is not possible for a Housing Manager to designate an official under Step 1, the grievance shall be heard by the Housing Manager and if redress satisfactory to the Union is not provided, the grievance shall progress automatically to Step 3.

Step 2

In the event that the official designated by the Housing Manager does not provide redress satisfactory to the Union, the Union may within seven (7) working days of receipt of this written decision, forward a copy of the grievance together with a copy of said written decision to the appropriate Housing Manager 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 advise the Union in writing of this decision in respect of the grievance within five (5) working days of the said meeting.

Step 3

In the event that the Housing Manager does not provide redress satisfactory to the Union, the Union

President may within seven (7) days of receipt of this written decision, forward copies of the grievance and the written decisions provided for in Step 1 and Step 2 to the appropriate Regional Manager or designate, with a copy to the appropriate Housing Manager, who shall meet with the authorized representatives of the Union and the aggrieved employee, within ten (10) working days of receipt of said grievance and written decisions, and shall advise the Union President in writing of the decision in respect of the grievance, within ten (10) working days of the said meeting.

All grievances at this step shall be processed only by the Union President through the Union's Toronto office. Any grievance received that is not in compliance with this procedure shall be returned to the grievor for resubmission in accordance with the above.

The Union President will also provide copies of the grievance and the request for a Step 3 meeting to the Executive Director, Housing Field Operations, Ministry of Housing.

Step 4

In the event that the Regional Manager, or designate does not provide redress satisfactory to the Union, the Union within fifteen (15) working days after receipt of the written decision may upon providing written notice to the Employer, submit the grievance for arbitration to the Grievance Settlement Board, with a copy to the appropriate Housing Manager.

- 9.04
- (i) The decision given in Step 1, Step 2, or Step 3 as the case may be, shall be final and binding upon the Employer and the Union and upon any employee affected by it unless a subsequent step is taken within the time hereinbefore limited.
 - (ii) Where a grievance is not processed within the time allowed or has not been processed by the Union within the time prescribed, it shall be deemed to have been withdrawn.
 - (iii) Where a grievance is not processed by the Employer within the time prescribed, it may be processed by the Union to the next step.

- 9.05 The Union in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided for in the previous steps.
- 9.06 The time limits provided in this Article may be extended or otherwise amended by mutual agreement of the parties.
- 9.07 A Group Grievance is defined as a single grievance signed by the authorized Union Steward, on behalf of a group of employees whom the Union 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.
- 9.08 Where an allegation is made that an employee's position is improperly classified, it shall first be discussed as a complaint with the employee's supervisor. Any complaints not satisfactorily settled by the supervisor within ten (10) working days may be processed as a grievance commencing at Step 2 in accordance with Article 9.03.

ARTICLE 10 – SUSPENSION OR DISMISSAL

- 10.01 A claim by the Union that an employee has been suspended or dismissed without reasonable cause shall be treated as a grievance provided a written statement of such grievance signed by the grievor and authorized Union Steward is lodged with the Employer within five (5) working days of the commencement of the suspension or dismissal. Any such grievance shall be initiated at Step 3 of the grievance procedure. Where the Crown Employees Grievance Settlement Board determines that a disciplinary penalty or dismissal of an employee is excessive, it may substitute such other penalty for the discipline or dismissal as it considers just and reasonable in all the circumstances.
- 10.02 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 11 – POLICY GRIEVANCES

- 11.01 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 Executive Director, Housing Field Operations 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 Executive Director, Housing Field Operations or designate, shall meet with the authorized representative of the Union within five (5) working days of receipt of the notice to consider and discuss the grievance. The Executive Director, Housing Field Operations 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.

- 11.02 It is the intention of the Employer and the Union, that the procedure provided by Article 11.01 shall be reserved for grievances in respect of which the regular grievance procedure as set out under Articles 9.02 and 9.03 is not available, and that it will not be used to by-pass the regular grievance procedure.

ARTICLE 12 – HOURS OF WORK

- 12.01 The normal week of all full-time employees of the Employer shall consist of:
- (1) for maintenance employees five (5) days of eight (8) hours per day;
 - (2) for administrative employees five (5) days of seven (7) hours per day.

The average normally scheduled work hours shall not exceed eighty (80) hours for maintenance employees and seventy (70) hours for administrative employees, per two week period over a reasonable period of time.

- 12.02 A schedule of hours of work shall be posted for all

AG 1	Jan.1, 90	10.41	10.68	10.91	11.30	11.62
	Jan.1, 91	11.23	11.52	11.76	12.17	12.51
AG 2	Jan.1, 90	10.90	11.13	11.50	11.81	12.13
	Jan.1, 91	11.75	11.99	12.38	12.71	13.05
AG 3	Jan.1, 90	11.25	11.60	11.97	12.35	12.74
	Jan.1, 91	12.12	12.49	12.88	13.28	13.70
AG 4	Jan.1, 90	11.78	12.15	12.53	12.92	13.33
	Jan.1, 91	12.68	13.07	13.47	13.89	14.32
AG 5	Jan.1, 90	12.19	12.57	12.97	13.39	13.81

CLASSIFICATION	Rate	31st	2nd	3rd	4th	5th
	Effective	Year	Year	Year	Year	Year
AG 9	Jan. 1, 90	14.51	15.04	15.59	16.17	16.76
	Jan. 1, 91	15.57	16.13	16.71	17.32	17.94
AG 10	Jan. 1, 90	15.34	15.90	16.48	17.09	17.71
	Jan. 1, 91	16.44	17.04	17.65	18.29	18.95
AG 11	Jan. 1, 90	16.33	16.90	17.45	18.01	18.56
	Jan. 1, 91	17.50	18.09	18.67	19.27	19.85

13.02 a) GROUP 2 - MAINTENANCE EMPLOYEES - whose wages are paid on an hourly basis.

CLASSIFICATION	Jan. 1, 90	Jan. 1, 91
Groundsman Labourer	13.28	14.05
Building Custodian	13.66	14.45
Maintenance Repairman/ General Serviceman	14.35	15.18
Painter	14.62	15.46

b) Temporary and probationary maintenance employees will receive seventy five cents (75 cts) per hour less than the full job rate applicable to the classification as indicated in Article 13.02(a).

c) Employees designated as "Leadhand" shall be entitled to and be paid a premium of:

90 cts per hour on January 1, 1990

95 cts per hour on July 1, 1990

\$1.00 per hour on January 1, 1991

\$1.05 per hour on July 1, 1991

over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

ARTICLE 14 - ON-SITE PROVISIONS

14.01 A Building Custodian who is required to live on-site will have supplied by the Employer, unfurnished living accommodation, heat, water supply, hydro and a standard telephone (excluding personal long distance calls) at a monthly rental as follows:

(a) For full-time employees, rent shall be \$300.00 per month effective January 1, 1990 and \$315.00 per month effective March 1, 1991.

- (b) For permanent part-time employees, rent shall be based on the employee's total wages utilizing the current rent-geared-to-income formula for family housing. There will be a minimum rent of \$85.00 per month for both senior citizens and family housing units. However, no monthly rent shall exceed \$244.00 effective January 1, 1990 and \$260.00 effective March 1, 1991.
- 14.02 Building Custodians who are required to live on-site and who are scheduled for on-site duties, will be paid an on-site premium in accordance with the following schedule:
- 85 cents per hour effective January 1, 1990
 - 90 cents per hour effective January 1, 1991
- Such premium to be paid from completion of their regular scheduled shift to 12:00 midnight, during which they are required to be on-site, with the exception of their scheduled off-duty days as remuneration for availability. Article 16.01 shall not apply to Building Custodians during the period for which they receive on-site premium, however, the provisions outlined in Article 15 will apply.
- 14.03 The Employer will permit On-site Building Custodians to attend union meetings on request, provided that no additional costs are incurred by the Employer and that essential services can be maintained.
- 14.04 Building Custodians who are required to live on-site will be charged a monthly fee for the use of laundry facilities on the same basis as tenants. Where laundry facilities are coin operated, such charges will not apply.

ARTICLE 15 - OVERTIME PAY

- 15.01 Each full-time employee shall be paid by the Employer at the rate of time and one-half for all time worked by such employee on any scheduled working days in excess of the regularly scheduled hours for such day, 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 a scheduled working day

- 15.02 Permanent part-time employees shall be paid at the rate of time-and-one-half, for all time worked by such employees in excess of the employee's regularly scheduled hours in any work week. It is understood and agreed that permanent part-time employees' work week will not be rescheduled in order to deprive the employee of the overtime premium provided for in this clause.
- 15.03 All overtime, except emergency overtime, shall be authorized in advance. Emergency overtime shall be reported to the appropriate supervisor within two working days for approval.
- 15.04 The Employer shall endeavour to distribute overtime relatively equally among employees available to perform the work required, taking into consideration assigned work location and employee classification.
- 15.05. An employee may opt to accumulate compensating leave on a straight-time basis in lieu of pay at the overtime rate in accordance with Article 15.01 and 15.02. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.
- 15.06 Compensating leave accumulated in a calendar year, that is not taken before January 31 of the following year, shall be paid at the overtime premium on the base rate at which it was earned.
- 15.07 An employee scheduled to work overtime on the employee's day off shall receive a minimum of three hours at time and one-half of the employee's basic hourly rate.

ARTICLE 16 – CALL-OUT AND REPORTING ALLOWANCE

- 16.01 Each employee who has completed a regular day's work and leaves the place of work (including On-site Building Custodians who have completed their regular shift and the on-site time) and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time-and-one-half the employee's basic hourly rate

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16.02 An On-site Building Custodian shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two hours after the time of the first calling.

ARTICLE 17 – VACATIONS

- 17.01 (a) For the purpose of calculating vacation leave and vacation pay, service years will be computed from July 1 in each year to June 30 of the following year inclusive.
- (b) (i) The provisions of this Article will also apply to permanent part-time employees. For the purposes of calculating service years, the length of continuous service will be equal to the length of seniority as calculated in accordance with Article 6.02 (Seniority).
- (ii) Permanent part-time employees shall earn vacation leave based on the ratio of the hours scheduled to work per week compared to full time employment and expressed in hours or part thereof. It will be used based on the number of hours the employee is scheduled to work weekly during the period of vacation.
- (iii) Vacation will normally be taken in unbroken periods of at least one (1) week.
- 17.02 (a) Vacation and vacation pay will accrue on the following basis:
- (i) For less than one (1) year of continuous service as of June 30, one and one quarter (1 1/4) days of vacation leave for each full completed calendar month of service up to a maximum of fifteen (15) days, and the employee shall be entitled to receive as vacation pay an amount equal to six percent (6%) of the employee's total earnings for the vacation year provided that on commencing employment an employee shall not be permitted to take vacation until completion of six (6) months of continuous service.
- (ii) For one (1) year or more but less than eight (8) years of continuous service as of June 30, fifteen (15) days of vacation leave and six per-

cent (6%) of total earnings for the vacation year.

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(iii) For eight (8) years or more but less than seventeen (17) years of continuous service as of June 30, twenty (20) days of vacation leave and eight percent (8%) of total earnings for the vacation year.

(iv) For seventeen (17) years or more but less than twenty-five (25) years of continuous service twenty-five (25) days of vacation leave and ten percent (10%) of total earnings for the vacation year.

(v) For twenty-five (25) or more years of continuous service as at June 30, thirty (30) days of vacation leave and twelve percent (12%) of total earnings for the vacation year.

(b) Effective July 1, 1990, vacation and vacation pay will accrue on the following basis:

(i) For less than one (1) year of continuous service as of June 30, one and one quarter (1 1/4) days of vacation leave for each full completed calendar month of service up to a maximum of fifteen (15) days, and the employee shall be entitled to receive as vacation pay an amount equal to six percent (6%) of the employee's total earnings for the vacation year provided that on commencing employment an employee shall not be permitted to take vacation until completion of six (6) months of continuous service.

(ii) For one (1) year or more but less than eight (8) years of continuous service as of June 30, fifteen (15) days of vacation leave and six percent (6%) of total earnings for the vacation year.

(iii) For eight (8) years or more but less than sixteen (16) years of continuous service as of June 30, twenty (20) days of vacation leave and eight percent (8%) of total earnings for the vacation year.

(iv) For sixteen (16) years or more but less than twenty-five (25) years of continuous service

twenty-five (25) days of vacation leave and ten percent (10%) of total earnings for the vacation year.

(v) For twenty-five (25) or more years of continuous service as at June 30, thirty (30) days of vacation leave and twelve percent (12%) of total earnings for the vacation year.

17.03 Vacation leave and vacation pay as accrued in accordance with Article 17.02 above must be taken within twelve (12) calendar months after the end of the vacation year in which the vacation was accrued unless the Employer and the employee mutually agree to extend the period during which vacation may be taken. In any event vacation leave and vacation pay must be taken before the end of the second vacation year immediately after the vacation has accrued. Vacations will normally be taken in an unbroken periods of at least one (1) week.

17.04 An employee who has completed twenty (20) or more years of service is entitled to receive, in the year ending with the end of the month in which the employee reaches the age of sixty-five (65) years, five (5) days vacation leave of absence in addition to the normal vacation entitlement as set out in Article 17.02, such time to be considered as pre-retirement leave.

17.05 Approval for vacation requests as outlined below will be subject to operational requirements:

An employee shall submit the vacation request in writing to the supervisor by April 15 and the Employer shall post the approved vacation schedule by May 15. All vacation requests submitted in writing by April 15 shall be scheduled according to seniority. Vacation requests submitted after April 15 shall not be scheduled according to seniority and in addition, shall require no less than two weeks notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably withheld.

17.06 An employee shall be paid for any earned and unused vacation standing to the employee's credit at the date the employee status ceases, or at the date

the employee qualifies for payments under the Long Term Income Protection Plan.

- 17.07 (i) An employee is not eligible for the entitlement under clauses 17.01 and 17.02 in respect of:
- (a) a whole calendar month in which he is absent from duty for any reason other than vacation or leave of absence with pay, or
 - (b) a period in excess of six (6) months during which a Workers' Compensation Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month, or
- I (ii) Only where 17.07(i) (b) applies, an employee shall have the option to forego all vacation days owed to him and in turn receive the vacation pay accumulated for the relevant vacation year.

ARTICLE 18 – DESIGNATED HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

and any other day proclaimed as a holiday by the Federal Government and/or the Government of the Province of Ontario. When any of the aforementioned holidays fall on a Saturday or Sunday or on an employee's scheduled day off, the following normal working day shall be deemed to be a holiday for the purpose of the agreement.

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18.02 Each full-time employee:

- (i) who is not required to work on a holiday as defined in Section I shall be paid at the employee's regular rate for each such holiday not so worked. In order to qualify for this benefit the employee must have worked the employee's last scheduled shift preceding and the employee's first scheduled shift following such holiday unless absence on

either or both of these days is on account of certified absence with pay through illness or injury, or with the prior permission of the Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday;

(ii) who is required to work on a holiday as defined in Section 1 shall be paid time and one-half for the time so worked and in addition, shall be paid at the employee's regular rate provided that such employee meets the condition applicable thereto as set forth in the immediately preceding paragraph.

18.03 For each permanent part-time employee the provision for full-time employees shall apply providing the employee has earned wages for at least twelve (12) working days during the thirty (30) calendar days immediately preceding the holiday.

18.04 When a holiday as defined in Article 18.01 falls within an employee's vacation period the employee shall be entitled to a day off in lieu thereof at the employee's regular rate.

ARTICLE 19 – SICK LEAVE

19.01 Sick leave credits are established for use during enforced periods of absence from work due to illness, injury or properly certified quarantine, and are not available to an employee for absence caused by any other reason.

Each full-time employee shall be entitled to sick leave credits on the following basis:

a) Sick leave credits shall accumulate at the rate of 1-1/2 days for each month of permanent full-time employment.

b) A Full-time employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:

i) vacation leave

ii) leave of absence with pay, or

iii) authorized leave of absence without pay for a

period that does not exceed ten (10) working days in a month.

- (c) (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 19.01(d)(i) whichever is applicable.
 - (ii) In all cases of sickness the employee's supervisor shall be notified within two (2) hours from commencement of regular duties on the first day of absence. Where the latter is not possible due to work scheduling, steps must be taken by the employee to notify a designated alternate, or where not available, the office of the Housing Manager within two (2) hours from commencement of regular duties.
- d) i) Notwithstanding Article 19.01(c) an employee absent for more than twenty (20) consecutive working days, shall furnish immediately a certificate from a legally qualified medical physician, giving the probable date on which the employee will be able to return to normal duties.
- ii) If the employer so requires, the employee will supply a medical certificate for every twenty (20) consecutive working days thereafter until the employee returns to work or until an LTIP application is approved, whichever is the latter. The employer shall reimburse the employee for the cost of the medical certificate required under 19.01(d), upon presentation of the official receipt.
- e) There shall be paid to the representative of every employee who dies while in the service of the Employer or to an employee who retires in accor-

- dance with the terms of the Pension Plan, an amount equal to the employee's accumulated sick leave credits up to a maximum of 180 days.
- (f) Upon severance of employment of any employee with five (5) or more years of service for any reason other than cause, there shall be paid to the employee an amount equal to one half of the employee's accumulated sick leave credits up to a maximum of 130 days.
 - (g) No payment of accumulated sick leave credits shall be made upon termination of employment except as covered under sub-clauses (e) and (f) of this section.
 - (h) Employees may, with the approval of the Employer, be allowed to use up to three (3) days per year of their accumulated sick leave credits, in order to engage in personal preventative medical health and dental care. Such permission shall not be unreasonably withheld.
- 19.02 (a) A permanent part-time employee, who is scheduled to work on a regular on-going basis for a minimum of one-third of the normal working hours as specified in Article 12.01(1) and (2), shall be entitled to the following sick leave credits:
- | | |
|--------------------------|----------------------|
| Administrative Employees | |
| 12 – 19 hours | 3.50 hours per month |
| 20 – 27 hours | 5.25 hours per month |
| 28 – 34 hours | 7.00 hours per month |
| Maintenance Employees | |
| 14 – 22 hours | 4.00 hours per month |
| 23 – 31 hours | 6.00 hours per month |
| 32 – 39 hours | 8.00 hours per month |
- (b) Sick leave credits will be expressed in hours or part thereof. Credits will be used based on the number of hours the employee was scheduled to work on the day of the absence.
 - (c) For the purposes of this Article, Articles 19.01 (c), (d), and (h) shall also apply.
 - (d) There shall be paid to the representative of every employee who dies while in the service of the Employer or to an employee who retires in accor-

dance with the terms of the Pension Plan, an amount equal to the employee's sick leave credits up to a maximum of:

- (i) 1,260 hours in the case of administrative employees, and
- (ii) 1,440 hours in the case of maintenance employees.

(e) Upon severance of employment of any employee with five (5) or more years of seniority for any reason other than discharge for cause, there shall be paid to the employee an amount equal to one half of the employee's accumulated sick leave credits up to a maximum of:

- (i) 910 hours in the case of administrative employees, and
- (ii) 1,040 hours in the case of maintenance employees.

(f) No payment of accumulated sick leave credits shall be made upon termination of employment except as covered under sub-clauses (d) and (e) of this Article.

19.03 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 Workers' Compensation Board by the end of the six (6) weeks and the employee continues to be absent, all lost time from the outset of the absence will be charged to the 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, all advances will be recovered immediately by the Employer.

ii) When an employee is absent by reason of incapacity on account of an incident occurring while on duty and an award is made by the Workers' Compensation Board, the employee

shall be entitled to receive the difference between the employee's salary or wages and the amount of such award for the first three (3) months of such award and thereafter shall be entitled to receive the difference between regular salary or wages and the amount of such award to the extent of the employee's accumulated sick leave credit.

- iii) If the Employer so requires, the employee will supply a medical certificate from a legally qualified medical physician 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 latter. The Employer shall reimburse the employee for the cost of the medical certificate required under 19.03(iii), upon presentation of the official receipt.

19.04 SICK LEAVE RECORDS

Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

- 19.05 Where, for reasons of health, an employee is frequently absent or unable to perform the assigned duties, the Employer may require the employee to submit to a medical examination at the expense of the Employer,

ARTICLE 20 – LEAVE-OF-ABSENCE

- 20.01 An employee scheduled to work and who would otherwise have been at work shall be allowed three (3) consecutive working days leave-of-absence with pay in the event of the death of the employee's immediate family as follows parent, spouse, child, brother, sister, parent-in-law, brother and sister-in-law, aunt, uncle, grandchildren and grandparents

20.02 Jury and Witness Duty

- (a) 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 Employer a satisfactory certificate showing the period of such service; and
 - (ii) shall be paid full salary or wages for the period of such service provided the employee shall pay the Employer the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.
- (b) The provisions of Article 20.02(a), (i) and (ii) shall apply, to a maximum of six employees on any one day, when such employees are subpoenaed as witnesses before the Ontario Public Service Labour Relations Tribunal.

20.03 CAMPAIGNING FOR PUBLIC OFFICE

An employee shall be allowed four (4) weeks leave-of-absence ~~without pay~~, to campaign for the employee's election for a public office provided the absence is consistent with the maintenance by the Employer of a continuing efficient operation.

20.04 PREGNANCY LEAVE

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

(a) An employee entitled to maternity leave under the above, and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit 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 on the last day worked, prior to the commencement of the maternity leave;

and

- (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UIC 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 her regular classification which she was receiving on the last day worked, prior to the commencement of the maternity leave.
- (b) An employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage continued during the period she receives the maternity leave allowance.
- (c) If requested, in writing, at least two weeks prior to the date of expiry of her maternity leave, an employee shall be entitled to a leave-of-absence without pay for an additional period of up to six (6) months. The request shall indicate the exact period of extended leave and shall not be subject to further extension.
- (d) To be eligible, the employee 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.

20.05 ADOPTION LEAVE

An employee who has served more than one (1) year upon application may be granted leave-of-absence without pay and without accumulation of credits of up to seventeen (17) weeks for the adoption of a

child commencing not earlier than one (1) week prior to official delivery and/or custody of child.

20.06 SPECIAL OR COMPASSIONATE LEAVE

Leave-of-absence without pay and without loss of seniority may be granted to an employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Employer for a period of up to one (1) continuous year with the approval of the Housing Manager. Application for leave under this section 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 should be given.

20.07 CITIZENSHIP LEAVE

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

ARTICLE 21 – PAYMENT OF WAGES

21.01 Wages one week in arrears shall be paid on a two-weekly basis every second Wednesday. Where the regular pay day falls on a designated holiday, the employee 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.

21.02 VACATION PAY

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.

21.03 PAY DURING TEMPORARY ASSIGNMENTS

a) When an employee is required to perform the duties of any higher position for a period in excess of one and one-half (1 1/2) hours in one (1) day, the corresponding rate of pay for such higher position shall be paid for the whole period during which time duties at the higher level are performed.

- b) When 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.

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

ARTICLE 22 – SHIFT BONUS

22.01 An employee shall receive a shift premium of seventy-five (75) cents per hour effective January 1, 1990 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.

22.02 Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of eighty-five (85) cents per hour effective January 1, 1990 in addition to the employee's regular pay for such work, and in addition to shift bonus if applicable.

ARTICLE 23 – CHANGES IN REGULATIONS

23.01 The Employer agrees to advise the Union of any change in its regulations relating to any matter covered by this Agreement.

ARTICLE 24 – EMPLOYEE BENEFITS

24.01 Articles 24.02 to 24.06 will apply only to full-time permanent employees.

24.02 (a) BASIC LIFE INSURANCE

All permanent full-time employees will be covered with Group Life Insurance for an amount double of the employee's annual salary. The premium cost will be paid one hundred percent (100%) by the Employer.

(b) DEPENDENT LIFE INSURANCE

Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's

spouse and/or five hundred dollars (\$500) on each dependent child or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage by pre-arranged payroll deductions.

- 24.03 All full-time employees will be covered by the Ontario Health Insurance Plan (OHIP) the premium for which, where required, shall be paid one hundred percent (100%) by the Employer.
- 24.04 (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.
- (b) The Major Medical Section of the Supplementary Health and Hospital Plan will be subject to a deductible of ten dollars (\$10.00) per person covered to a maximum of twenty dollars (\$20.00) 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 \$250.00 per person once only) equivalent to the hearing aid component of the Blue Cross Extended Health Care Plan.
- 24.05 (a) It shall be a condition of employment that all employees be enrolled in a Long Term Income Protection Plan. The premium cost will be paid one hundred percent (100%) by the Employer. Employee benefits as provided in Article 24 shall be maintained at no cost to the employee, when the employee is in receipt of L.T.I.P. benefits.
- (b) L.T.I.P. 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 L.T.I.P. by electing to use any sick leave credits still outstanding as at that date.

(c) 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 in the employee's own classification. If a vacancy is not immediately available, the employee will be placed on unpaid leave of absence 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 7 - Lay-Off and Recall except that the employee shall have no right of recall. In assigning an employee under this Article, the provisions of Article 8 - Staff Changes shall not apply.

24.06 (a) The Employer shall pay one hundred percent (100%) of the monthly premium of the Dental Plan for all permanent full-time employees, except in those cases where employees have opted out of the plan.

(b) The Dental Plan will be equivalent to the Blue Cross Plan No. 7 plus Rider No. 1 and Rider No. 2. The benefit will be coinsured on a 50/50 basis to a yearly maximum of \$1,000 for Rider No. 2 and expenses will be reimbursed on a 100% basis for the balance of the plan. This co-insurance will be in accordance with the current O.D.A. Schedule of Fees.

24.07 (a) This Article applies only to permanent part-time employees, who are scheduled to work on a regular on-going basis at least one third of the normal work week as specified in Article 12.01 (1) and (2).

(b) The basic life insurance plan shall provide coverage equal to twice the employee's annual salary. The Employer shall pay one hundred percent (100%) of the premium for this coverage.

(c) Except in those cases where employees have opted out of the Plan, the Employer shall pay a pro-rated premium for:

(i) Ontario Health Insurance Plan (O.H.I.P.)

(ii) Supplementary Health and Hospital Insurance Plan

(iii) Dental Plan effective January 1, 1989.

The premium will be pro-rated on the percentage of the employee's weekly hours of work relative to the normal work week as specified in Articles 12. The employee shall pay the balance of the premium through payroll deduction.

(d) Effective January 1, 1991, it shall be a condition of employment that eligible employees as defined in (a) above be enrolled in the Long Term Income Protection Plan. The premium cost will be paid seventy five percent (75%) by the employer and twenty five percent (25%) by the employee. Employee benefits as provided in Article 24.07(b) and (c) shall be maintained at no cost to the employee, when the employee is in receipt of L.T.I.P. benefits.

24.08 During leave-of-absence without pay, employees may continue participating in Basic Life, Supplementary Health and Hospital, Long Term Income Protection, O.H.I.P. and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through their Housing Authority payroll section.

ARTICLE 25 – NO STRIKES OR LOCK-OUTS

25.01 There shall be no strike or lock-out during the currency of this Agreement. The words "strike" and "lock-out" shall be as defined by the Crown Employees Collective Bargaining Act.

ARTICLE 26 – MILEAGE RATES

26.01 The Employer agrees to reimburse all employees who elect to use their private automobile on business of the Employer at the prevailing mileage rates as provided by the Government of Ontario for public service employees.

Mileage for the purpose of the foregoing accumulates from the 1st day of January in each calendar year.

The foregoing mileage rates are inclusive; no claim shall be allowed for repair, storage, maintenance, operation, etc.

ARTICLE 27 – LEAVE-OF-ABSENCE – UNION BUSINESS

27.01 UNION CONVENTIONS

Leave with pay and without loss of seniority may be granted upon request from the Union to the Employer, 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 (20) person 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.

27.02 INTERNAL BUSINESS AFFAIRS

When upon the written request of the Union to the appropriate Local Housing Manager, the Employer grants 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.

ARTICLE 28 – JOINT LABOUR/MANAGEMENT COMMITTEE

28.01 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 cooperative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

28.02 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.

28.03 MEMBERSHIP

- (a) The Committee shall be composed of not more than six (6) representatives from each of the parties. Four (4) 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. Management's committee shall include the Executive Director, Housing Field Operations, and the Union's committee shall include the President of C.U.P.E. Local 3096. Meetings will be held within two weeks of a request by either party, but normally not more frequently than once per month or any other mutually satisfactory date.
- (b) The Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate at such meetings provided the provisions of Article 28.03 (a) are adhered to.

28.04 AGENDA

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

28.05 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. Minutes will be recorded and distributed to all Committee members.

ARTICLE 29 ~ UNION STEWARDS

29.01 In the administration of Article 9 of the Collective Agreement, it is recognized that every Local Housing

Authority will have at least one steward chosen from the employees of that Authority.

- 29.02 The Local Union Steward may assist any employee whom the Steward represents in presenting the employee's grievance in accordance with the grievance procedure.
- 29.03 The Local Union Steward will only be involved in the grievance procedure at Steps 1 and 2 in the Local Housing Authority.
- 29.04 Before leaving employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, the recognized Local Union or Unit Chief Steward must obtain the permission of the appropriate supervisor or Housing Manager. Where such permission has been granted by the appropriate supervisor or Housing Manager, the Local Union Steward or Unit Chief Steward shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably withheld.
- 29.05 Unit Chief Stewards will be involved in the grievance procedure from the Step 3 level up to and including arbitration.
- 29.06 Unit Chief Stewards will not be permitted to take time off to travel from one Housing Authority to another to prepare and present grievances at Steps 1 and 2, except that some provision would be made in the event of the temporary absence of a Local Union Steward.
- 29.07 The Union agrees to provide the Employer with a list of authorized Local Union Stewards and Unit Chief Stewards in January of each year, and inform the Employer of any changes thereto, as soon as possible. The Union shall notify the Employer in writing of the name of each Local Union Steward and Unit Chief Steward, and the location(s) they represent before the Employer shall be required to recognize them.

ARTICLE 30 –GENERAL CONDITIONS

30.01 ACCOMMODATION AT WORK

The Employer where appropriate will provide ac-

commodation for meals and for the keeping of clothes.

30.02 BULLETIN BOARD

The Employer will provide appropriate 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.

30.03 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.

30.04 WINTER OUTERWEAR

- (i) The Employer will supply appropriate winter parkas to all maintenance employees.
- (ii) The Employer may provide snowmobile suits in place of winter parkas, to maintenance employees who regularly work outdoors in extreme winter conditions.

30.05 SAFETY

The Employer will continue to make adequate provisions for the occupational health and safety of employees. The Employer and the Union undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment injury.

30.06 RETIREMENT AGE

The normal retirement age for an employee shall be the last working day of the month in which the employee's 65th birthday falls. Up to one year extensions may be approved by the appropriate Regional Manager 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 if indicated by health or performance reasons.

30.07 NO PYRAMIDING

There shall be no pyramiding of overtime on pre-

mium 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.

30.08 MOVING EXPENSES ON TRANSFER

The Employer will defray the removal expenses of employees who are permanently transferred at the request of the Employer.

30.09 CLEAN-UP TIME

Maintenance employees will be allowed ten (10) minutes clean-up time before lunch and before getting off duty.

30.10 JOINT HEALTH AND SAFETY COMMITTEE

- (a) Local Health and Safety Committees shall be established with equal representation from the Local Housing Authority and the Union.
- (b) The Local Committee will meet every three (3) months, if required, or more frequently if mutually agreed to, to enquire into practices and inspect projects on-site.
- (c) A designated safety representative from the bargaining unit will be recognized in each Local Housing Authority. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the Housing Manager or designee. Unresolved items may be appealed to the Local Health and Safety Committee.
- (d) The powers of this Committee shall be as outlined in The Occupational Health & Safety Act.
- (e) It is understood that the Local Health and Safety Committees referred to above which provide for joint enquiry into safety practices and inspection of on-site projects by a joint committee does not, in any way derogate from or limit the function of Management to take such action as it may decide to take arising out of its responsibility for safety measures and in a manner in keeping with its management responsibilities.

30. 1 REST PERIODS

All employees shall be entitled to two (2) fifteen (15) minute rest periods in each shift to be taken one (1) in the first half and one (1) in the second half of each shift.

30.12 DISABLED EMPLOYEES

(a) Any employee who has become unable to do the normal and regular duties owing to partial disability or infirmity shall be given consideration for work within the employee's capabilities and qualifications. In assigning an employee to a vacancy under this Article, it should be understood that the provisions of Article 8.01 would not apply.

(b) If an employee, who is disabled due to illness or injury, is capable of returning to perform the essential duties of the pre-disability position, the Housing Authority shall modify the job to enable the employee to assume the full duties of the position on a gradual basis (unless this modified arrangement causes undue hardship to the Housing Authority). Such arrangement will remain in force for a period not exceeding 30 days and will be subject to medical certification,

30.13 CHANGE OF ADDRESS

In the event of 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.

30.14 DISCIPLINARY RECORDS

Any disciplinary record shall be removed from an employee's file after three (3) years from the date of the offence, provided that there have been no similar warnings in that period, in which event the time for the application of this section shall be counted from the date of the succeeding warning.

30.15 ACCESS TO PERSONNEL FILES

Each employee shall have reasonable access to the

employee's personnel file for the purpose of reviewing any evaluations or formal disciplinary notation contained therein in the presence of the Housing Manager or designate. Upon request an employee will receive a copy of the record of any disciplinary action in the personnel file.

ARTICLE 31 – VIDEO DISPLAY TERMINALS (VDT'S)

- 31.01 Upon the introduction of any VDT's the Local Housing Authority shall notify the Union of the nature of the equipment, the location of the equipment, and those employees who are likely to be using it.
- 31.02 Employees who operate a VDT for one continuous hour shall be relieved of such duties for a period of ten (10) minutes.
- 31.03 **At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist who is qualified to conduct the following tests:**
- i) unaided visual acuity (letter chart test)
 - ii) refractive findings
 - iii) corrected visual acuity
 - iv) amplitude accommodation
 - v) suppression
 - vi) muscle balance (near, one metre, distant)
 - vii) slit lamp biomicroscopy
- The cost of such examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Local Housing Authority, and the VDT operator shall authorize release of a copy of the examination report to the Local Housing Authority.
- 31.04 (a) **A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Local Housing Authority, together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.**

(b) Upon receipt of the written request as specified," in Article 31.04 (a), the Local Housing Authority shall make every reasonable effort to assign the employee to a position within the Local Housing Authority, provided she is able and qualified to perform the required duties, and the salary maximum is not greater than the salary maximum of her position. In assigning an employee to a vacancy under this Article, it should be understood that the provisions of Article 8.01 would not apply.

(c) Where an employee has been assigned under Article 31.04 (b) to a position with a lower salary maximum than the salary maximum of the position from which she was assigned, she shall be paid at the rate within the salary range of the position to which she has been assigned under Article 31.04 (b), which is closest to but not more than the rate she was receiving immediately prior to the assignment.

(d) Where it is not possible to assign an employee as per Article 31.04 (b), the employee will, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave in accordance with Article 20.04.

31.05 The Local Housing Authority will, during the course of this Agreement, endeavour to equip VDT work stations with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

ARTICLE 32 – TERM OF AGREEMENT

32.01 This Agreement is effective from January 1, 1990 and will remain in force until the 31st day of December, 1991.

IN WITNESS WHEREOF these present have been executed
by the Authorized representatives of the parties at Toronto
Ontario this 15th day of September, 1990

FOR ONTARIO
HOUSING
CORPORATION AND
ALL HOUSING
AUTHORITIES:

FOR THE UNION:

J. Lynd _____

R. McKay _____

C. Mason _____

A. Sutton _____

J. Salamon _____

S. Enfield _____

M. McLoughlin _____

B. Boughner _____

J. Gerretson _____

D.A.M. Wilson _____

P.S. Wing _____

V. Oster _____

N. de Lima _____

H. S. Palmer _____

V. Buckingham _____

R. Campbell _____

G. Maloney _____

D. McCord _____

APPENDIX A

September 15, 1990

Mr. R. McKay
President, Local 3096
Canadian Union of Public Employees
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B3C6

Dear Mr. McKay:

Re. **Local Labour/Management Committees**

As a result of recent negotiations, the parties have agreed to form Local Labour/Management Committees in the following Housing Authorities: Hamilton, London, Ottawa, Windsor, Kingston and Sudbury.

Membership

The Committee will be composed of no more than three (3) Representatives from each party, who shall meet once every three months, or as required.

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 to replace or infringe upon the grievance or negotiating procedures.

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. Minutes will be recorded and distributed to all Committee members.

If the Union wishes to establish additional Committees, they may be requested by the President of Local 3096 to the Executive Director, Housing Field Operations, Ministry of Housing.

On behalf of the Ontario Housing Corporation

V. Oster
Manager, Staff Relations

APPENDIX B

MEMORANDUM OF UNDERSTANDING

SUBJECT: SECURITY TENANTS

As per Article 1.01(g) of the Collective Agreement, it is agreed that the following terms and conditions shall apply to Security Tenants:

Purpose:

Security Tenants will be required to live on-site and their duties will be confined exclusively to the security of the Building and its Tenants.

Qualifications:

Ability to understand simple oral and written instructions.

Duties:

- reporting maintenance problems to supervisor
- reporting on vandalism to supervisor
- assisting on lock-outs
- monitoring fire alarm systems and assisting in cases of fire alarms
- *visual fire code checks on weekends
- reporting disturbances to supervisor and/or police
- maintaining general security, ensuring doors are properly secured
- any other related duties.

*The parties hereto agree that effective January 1, 1988, "Visual fire code checks on weekends" shall not form part of the regular duties listed above.

Security Tenants will receive rent free accommodation which will be valued in accordance with Income Tax Regulations and which will include free heat, hydro, water and telephone (not including personal long distance calls).

Where a Security Tenant is required to perform any work other than those duties listed above, the Local Housing Authority will pay the Security Tenant for such work at the rate of:

\$11.58 per hour effective January 1, 1990 and

\$12.25 per hour effective January 1, 1991

on the following basis:

Less than 15 minutes - minimum 1/4 hour
15 to 30 minutes - 1/2 hour
31 to 45 minutes - 3/4 hour
46 minutes to 1 hour - 1 hour

Union dues as per Article 4.01 will be deducted monthly based on earnings for the previous month and in accordance with rates laid down by the Union from time to time. However no dues will be deducted if the Security Tenant has worked three (3) hours or less during the previous month.

FOR THE EMPLOYER: FOR THE UNION:

V. Oster

J. Lynd

Dated this 15th day of September 1990.

APPENDIX C

July 1, 1988

Mrs. J. Chrysler
President
CUPE Local 3096
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B 3C6

Dear Mrs. Chrysler:

Re: **New Classification System for Bargaining Unit Employees of All Provincial Housing Authorities (excluding MTHA)**

This will confirm our recent discussions and agreement on the above-noted matter.

As discussed, the parties agree to implement a new classification system which is described in the Classification Standards Manual for Provincial Crown Bargaining Unit Employees, Administrative and Maintenance Groups.

This Manual was agreed upon on May 2, 1988 with the following amendments:

- a) Change the title and other relevant references to read "Administrative Group" and "Maintenance Group".
- b) Delete the classification standard of "Janitor" which appears in the Maintenance Group section.

In addition, as discussed:

- 1) We will ensure that the Housing managers are informed through both correspondence from senior Ministry management and through training seminars on "How to Prepare Position Descriptions".
- 2) We will strongly indicate the need to ensure that the job description reflects not only the Housing Authority's right to determine job content but also the actual duties performed by the employee involved.
- 3) It will be emphasized that it is essential to have the employee's input:

- a) in preparing the job description; and
 - b) prior to the job being submitted for classification
- 4) The parties agree that for implementation of this classification system only, the Ministry of Housing, Human Resources Branch will be responsible for classification of the job descriptions submitted by the Housing Authorities
- 5) The union will receive copies of all job descriptions prepared in order to implement this classification system.

As agreed, the effective date of implementation is July 1 1989. In addition, in order to implement this classification system, it will also be necessary for the parties to negotiate wage scales for the new classes in the Administrative Group reflected on Page 6 of the Classification Manual (AG-1 through AG-11 inclusive).

We are prepared to meet in June, 1989 to negotiate the pay scales and we will be forwarding our proposed wage scales in the near future.

On behalf of the Ontario Housing Corporation

V. Oster
Manager, Staff Relations (Acting)

APPENDIX D

July 1, 1988

Mrs. J. Chrysler
President
CUPE Local 3096
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B 3C6

Dear Mrs. Chrysler:

Re: French Language Services Act

As a result of the proclamation of the French Language Services Act which obliges the provision of services in the French language, the parties agree that it is the exclusive function of the employer to designate bilingual positions as required to meet operational needs of the Local Housing Authority.

In considering the designation of bilingual positions, the employer will endeavour to ensure that the continuing opportunities for advancement of all employees is maintained.

On behalf of the Ontario Housing Corporation

Vern Oster
Manager, Staff Relations (Acting)

Dated this 1st day of July, 1988

APPENDIX E

July 1, 1988

Mr. J. Chrysler
President
CUPE Local 3096
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B 3C6

Dear Mrs. Chrysler:

Re: Equal Pay for Work of Equal Value

This will confirm the parties' agreement to endeavour to commence discussions into the matter of equal pay for work of equal value within 90 (ninety) calendar days of the ratification of this collective agreement.

It is further agreed that the parties will comply with Bill 154 an Act to provide for Pay Equity as a means of eliminating systemic gender discrimination.

On behalf of the Ontario Housing Corporation

V. Oster
Manager, Staff Relations (Acting)

APPENDIX F (NEW)

September 15, 1990

Mr. R. McKay
President, Local 3096
Canadian Union of Public Employees
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B 3C6

Dear Mr. McKay:

Re. Union Representation **at** Disciplinary Meetings

Where a meeting is called by management regarding a disciplinary matter, the employee involved may request the attendance of a Union Steward or alternate at the meeting.

Management will endeavour 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.

On behalf of the Ontario Housing Corporation

V. Oster
Manager, Staff Relations

APPENDIX G (NEW)

September 15, 1990

Mr. Richard McKay
President, Local 3096
Canadian Union of Public Employees
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B 3C6

Dear Mr. McKay:

Re. Visioncare

— 100

The Employer agrees to continue the Visioncare coverage under the Supplementary Health & Hospital Plan. The premium will be paid from the employee portion of the savings under the Wage Loss Replacement Plan of the Unemployment Insurance Plan. The coverage provides for visioncare (maximum \$100.00 per person in any 24 months period equivalent to the visioncare component of the Blue Cross Extended Healthcare Plan).

This plan will remain in force for as long as the Employer is allowed a reduced premium under the Unemployment Insurance Plan.

On behalf of the Ontario Housing Corporation

V. Oster
Manager, Staff Relations

APPENDIX H (NEW)

September 15, 1990

Mr. Richard McKay
President, Local 3096
Canadian Union of Public Employees
10 Milner Business Court
Suite 700
Scarborough, Ontario
M1B 3C6

Dear Mr. McKay:

Re: **Cable TV**

The Employer agrees to continue providing free cable TV services to those on-site custodians and security tenants who were receiving this benefit as at May 18, 1990. This benefit will remain in place for the duration of the period that they maintain their on-site status.

The above benefit will not apply to any on-site custodians and security tenants appointed after May 18, 1990.

On behalf of the Ontario Housing Corporation.

V. Oster
Manager – Staff Relations