

**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**

**January 1, 1994 - December 31, 1995**

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## 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 14.
- (e) "Permanent Part-time Employee" means an employee who works less than a full-time employee on a regular, continuing basis. *77K-1*
- (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, educational leave, while seconded to a management or bargaining unit excluded position or while participating in career development 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 subsection 1 of Part I of the Crown Employees Collective Bargaining Act, 1993.
- 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.

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### 2.03 TEMPORARY EMPLOYEES

- (i) Articles 5.01 and 15 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 5.01 and 15 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 5.01 and 15 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 365 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 9 - 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 - MANAGEMENT'S RIGHTS

3.01 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, including the right to grieve.

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; suspend; dismiss; promote; train; transfer; appraise; select, install and require the operation of any equipment or machinery.

### ARTICLE 4 - DISCRIMINATION OR INTIMIDATION

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4.01 (a) The Parties recognize and agree to abide by the provisions of the Ontario Human Rights Code.

(b) The Employer agrees that no discrimination or intimidation will be practised or permitted by any of their official officers against any employee because of trade union membership or authorized and/or legal union activity.

4.02 (a) The parties agree to abide by the Ontario Housing Corporation's policy on Workplace Discrimination & Harassment Prevention.

(b) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as Grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

14-1

### ARTICLE 5 - COMPULSORY CHECK-OFF

5.01 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.

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5.02 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.

5.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 5.01 and 5.02.

**5.04** 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 6 - LABOUR/MANAGEMENT NEGOTIATIONS**

**6.01** 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.

**6.02** 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.

**6.03** 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.

**6.04** The Employer and Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.

**6.05** 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.

**6.06** 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 7 - SENIORITY**

**7.01** 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:



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(i) for full time employees, not less than 60 days worked but may be extended to not more than 90 days worked, with written notice to the employee and the Union. It is understood that the days worked will include designated holidays.

(ii) for permanent part-time employees, a period of 6 consecutive months.

The probationary <sup>776-1</sup> period will exclude absences for which Workers' Compensation Benefits are received.

Seniority will not accumulate for periods of unpaid leave of more than 365 calendar days.

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

1) Maintenance Employees

2) Administrative 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

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

7.03 Each Local Housing Authority will maintain a seniority list for all employees as defined under Article 7.01. Seniority will be recorded in years, months, weeks and days and shall be calculated as of June 30 of each year.

7.04 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, including employees on L.T.I.P., in order of seniority, stating the employee's name and classification.

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

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7.06 LOSS OF SENIORITY

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

(a) Voluntarily terminates employment

(b) ~~Is~~ discharged and the discharge is not subsequently reversed by the grievance procedure

- (c) Is absent for five (5) or more consecutive working days without properly notifying management, on the basis of abandonment of position, unless a justifiable reason is given.

## ARTICLE 8 - LAY-OFF AND RECALL

### 8.01 SHORT-TERM LAY-OFF

- (i) Where an employee is to be laid off for not more than four weeks in 12 consecutive months, i.e. consecutive and/or staggered days, the employer will identify the least senior employee in a position within the Local Housing Authority to be laid off. The employee concerned shall receive four weeks' notice of layoff in writing, with a copy to the union.
- (ii) If more than one employee is to be laid off, the Local Housing Authority may implement rotational layoffs and/or corporate closures, ensuring that **seniority is** taken into account in the position identified.
  - a) For a layoff of a set period of consecutive days, the employees to be laid off shall be given four weeks' notice in writing, with a copy to the union.
  - b) For layoffs involving single rotational days, the employees affected shall be given notice in writing, with a copy to the union, four weeks prior to the first layoff occurrence in the position identified.
  - c) For closure days affecting all bargaining unit employees in the Local Housing Authority, ~~four weeks'~~ notice shall be provided to both the **employees** and the union ~~prior to the first closure day.~~
- (iii) Employees on temporary layoff shall not have access to displacement rights.
- (iv) When a position has been identified for short-term layoff, any temporary employee performing bargaining unit work shall be laid off before a permanent employee. This provision shall not apply to a temporary employee replacing a permanent employee on a leave of absence, or in cases where the temporary employee is performing work which no permanent bargaining unit employee is fully qualified to perform.

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### 8.02 LONG-TERM LAY-OFF

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 employee is capable and fully qualified to perform the duties of the position. 27E /

c) Red-Circle Protection

Where any permanent employee is declared surplus and assigned to a position with a lower classification (including where displacement was necessary), the employee shall ~~retain the actual salary range of his/her former class, and will remain at that salary range~~ until the salary range of the new classification exceeds the maximum of the salary range of his/her former classification. = 4-9

(iii) a) For the purpose of this clause, no surplus employee shall displace an employee in a higher classification.

b) When a position has been identified for long-term layoff, any temporary employee performing bargaining unit work shall be laid off before a permanent employee. This provision shall not apply to a temporary employee replacing a permanent employee on a leave of absence, or in cases where the temporary employee is performing work which no permanent bargaining unit employee is fully qualified to perform.

8.03 Where the employee fails to exercise the employee's rights under 8.01 (ii), (b) or where no suitable vacancy exists within the Local Housing Authority, the employee shall be laid off.

8.04 (i) Notice Period

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When a permanent employee is laid off for more than four (4) weeks, the employee shall be provided with **twenty six (26) weeks notice in writing**. If it is not possible to receive **twenty six (26) weeks notice**, the employee shall receive regular pay for the twenty six (26) weeks, in lieu of working.

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

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(ii) Separation Allowance

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A permanent employee (who has completed his/her probationary period) who is laid off for a minimum of four (4) consecutive weeks shall receive a separation allowance (in addition to any other entitlements) of ~~two (2)~~ weeks salary for ~~every year of service~~ to a maximum of ~~twelve (12)~~ weeks at regular pay. Periods of employment included in previous separation payments shall be excluded from any future separation pay calculations for that employee.

8.05 RECALL

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 a period of eighteen (18) months from the date of lay-off.

27F-1

8.06 (i) The employee shall have 14 calendar days to respond to the job posting.

(ii) A laid off employee under this provision will be given priority consideration to a new vacancy in the Local Housing Authority, provided that they are qualified to perform the duties and there is no other qualified laid-off employee with greater seniority, who has applied to the vacancy, pursuant to this provision.

(iii) The assignment of a surplus employee to a vacancy in accordance with Article 8.02 shall have priority over an appointment under Article 8.05. Surplus bargaining unit employees covered by this Agreement from other Local Housing Authorities will be fully considered (through the competition process) before external candidates where they are capable and qualified to perform the duties of the vacant position. It is understood that the employer will not be liable for any relocation expenses.

29-16

8.07 | An employee who has been on lay-off for more than eighteen (18) months shall lose all rights of recall and seniority.

8.08 Where an employee has been laid-off in accordance with this Article, and recalled within eighteen (18) months, the period of lay-off shall not be included in determining the length of continuous service.

8.09 GRIEVANCE ON LAY-OFF AND RECALL

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.

8.10 The employer shall not hire any new employee to perform work normally performed by bargaining unit employees while anyone is on layoff. It is understood that a new employee will not be hired if there is anyone on layoff who is capable and fully qualified to perform the available work.

## ARTICLE 9 - STAFF CHANGES

### 9.01 NOTICE OF VACANCIES

- (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 initially occurs within the Bargaining Unit because of:
  - i) pregnancy leave;
  - ii) secondment to a management or bargaining unit excluded position;
  - iii) participation in career development;
  - iv) educational leave of at least three (3) months;
  - v) the availability of funds for a temporary position allowing for the hiring of a person for a definite term;
  - vi) or other absences of 3 months or more.

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.

### (c) LATERAL TRANSFERS WITHIN THE LOCAL HOUSING AUTHORITY

- i) When a permanent vacancy occurs in the bargaining unit, and a permanent employee in the same position 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 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) months period. The transferred employee can apply to other vacancies within the twelve (12) months period and be considered subject to the relevant provisions in Article 9 - Staff Changes.
- iii) It is understood that when it is necessary to assign an employee in accordance with this Article, the provisions of Article 9.04 shall not apply for the vacancy.

**9.02** Such notice shall contain the following information:

Nature of position, present work location including geographic location within the Housing Authority (area and project number if applicable), qualifications, required knowledge and education, skills, shifts, hours of work, wage rate or range.

It is understood, however, that job location may change in future due to operational requirements.

**9.03** 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.

27A-1

**9.04** For purposes of Article 9.01, the employer will endeavour to fill the position from among those employees presently in the Local Housing Authority in which the vacancy or temporary assignment occurs. To facilitate this, all internal (permanent full-time and permanent part-time) applicants who meet the minimum required qualifications specified on the job posting shall be interviewed and fully considered before any outside applicant.

**9.05** The Employer and the union agree that they are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity principles. - 15-2

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6-1 The parties, through the Joint Labour/Management Committee as described in Article 31, may agree to give priority to employment equity in cases where designated groups are under-represented.

**9.06** (a) 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.

(b) Any employee who applied for a posted vacancy and is unsuccessful shall be given the reasons verbally upon request of the employee.

- 9.07 The Union shall be notified of all new hires (including temporary hires), promotions, demotions, lay-offs, transfers, recalls, resignations, LTIP employees and deaths or other terminations of employment.
- 9.08 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.
- 9.09 When an assignment of "Lead-Hand" is required, the senior qualified employee in the district/area shall be assigned in accordance with Article 24.03.

## ARTICLE 10 - JOB SHARING

- 10.01 The parties agree that job sharing can occur where there is written agreement between the employees who wish to job share, the Employer and the Union.
- 10.02 It is agreed that job sharing results from two employees or one employee and one prospective candidate sharing a full time position and as such the position shall continue to be identified as a full-time position.
- 10.03 Employees do not need to have the same classification level in order to job share. However, in cases where the employees do not share the same classification level, it will be the position and classification level of the employee proposing the job sharing that will apply. Any employee interested in the second half of the job sharing arrangement must meet the required qualifications of the job, pursuant to Article 9.03 ("Staff Changes"). If no employee is interested in or qualified for the second half of the job sharing arrangement, it will be subject to the normal job posting procedure as a job sharing opportunity.
- 10.04 Job sharing will be on the basis of equal sharing of the number of hours of work in a pay period for the position.
- 10.05 Employees in a job sharing arrangement shall maintain their full rights under the collective agreement except that entitlement to salary shall be pro-rated and benefits shall be as applicable to permanent part-time employees.
- 10.06 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for reasons other than normal retirement, the remaining employee would first be offered the opportunity to assume the position on a full-time basis. If the remaining employee declines the full-time opportunity, the vacant portion of the job sharing arrangement shall be

posted as a job sharing vacancy subject to the provisions of the collective agreement.

- 10.07** However, if both employees in the job sharing arrangement leave that arrangement concurrently or if one of the employees terminates due to normal retirement, the position will be posted as a full-time one, unless the employer determines that the position is no longer required. In the case of normal retirement, if the remaining employee is unsuccessful in being awarded the full-time position, he/she will be subject to the provisions of Article 8 -- Layoff and Recall.

## **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01** 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.

- 11.02** 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:

### **11.03**

- 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. A copy of the written decision shall also be forwarded to the Union office pursuant to Article 2.04 of this Agreement.

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. The Housing Manager or designate 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. A copy of the written decision shall also be forwarded to the Union office pursuant to Article 2.04 of this Agreement.

**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** i) 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.

ii) **Expedited Arbitration Procedure**

(a) Notwithstanding the provisions of this Article and the Crown Employees Collective Bargaining Act, 1993 (CECBA) regarding the arbitration process, the parties agree to the following process for expediting the hearing and decisions of certain grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in CECBA will apply, amended as necessary in order to accommodate this section.

(b) Any outstanding grievance may be referred by mutual consent to an expedited hearing.

- (c) Once the Grievance Settlement Board (GSB) has been apprised of the parties' wish to expedite a hearing, the GSB will schedule a hearing before a single arbitrator (Vice Chair) within thirty (30) days from the receipt of such a request.
- (d) Once a hearing date has been set, the GSB will make available to the parties, a settlement officer who shall meet with the parties if requested and endeavour to effect a settlement.
- (e) If the matter is not settled or if an officer has not met with the parties at least fourteen (14) days prior to the hearing the parties will prepare a joint statement of facts at least seven (7) days prior to the hearing date, If the parties cannot agree on a joint statement of facts, the party with the onus of proof will submit to the arbitrator, its statement of facts and issues in dispute not later than seven (7) days prior to the hearing with a copy to the opposing party at the same time. The opposing party shall prepare a response outlining its opinion of the facts and issue(s) in dispute. This response must be sent to the arbitrator no later than three (3) days prior to the hearing with a copy to the other party. The parties will have the opportunity to present further evidence and to make any necessary representations at the arbitration hearing.
- (f) in arriving at a decision, the arbitrator shall be limited to the consideration of issues outlined in the statement of facts referred to in sub-section (e) above and any further evidence presented and representations made at the hearing. The arbitrator shall not in any way amend, modify, extend or change any provision of the collective agreement.
- (g) It is agreed that the parties shall have the services of an arbitrator for the full day and if more than one case is to be heard, the process set out in sub-sections (e) and (f) applies to each and every case.
- (h) In every case the arbitrator shall issue a brief written decision no later than twenty (20) days from the date of the hearing.
- (i) Decisions reached through this Expedited Arbitration process shall have no precedential value.
- (j) The parties fully endorse this arrangement and through the signing of this agreement request the Chair of the Grievance Settlement Board to modify the present system to accommodate the procedures outlined in this section.

**11.04 (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.

**11.05** 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.

**11.06** The time limits provided in this Article may be extended or otherwise amended by mutual agreement of the parties.

**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 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.

**11.08** 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 11.03.

## **ARTICLE 12 - SUSPENSION OR DISMISSAL**

**12.01** 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.

**12.02** In the event that an employee's services are terminated within the probationary period, such termination may be subject to the grievance procedure. It is understood that a "lesser standard" shall apply in these terminations.

## ARTICLE 13 - POLICY GRIEVANCES

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 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.

13.02 It is the intention of the Employer and the Union, that the procedure provided by Article 13.01 shall be reserved for grievances in respect of which the regular grievance procedure as set out under Articles 11.02 and 11.03 is not available, and that it will not be used to by-pass the regular grievance procedure.

## ARTICLE 14 - HOURS OF WORK

14.01 (a) 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;

34-3500 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.

25B-1 (b) Local Housing Authorities may allow pre-authorized ~~staggered working hours~~ to accommodate ~~an employee's personal~~ needs, subject to operational requirements. Such request shall not be ~~unreasonably~~ denied.

14.02 A schedule of hours of work shall be posted for all full-time employees thirty (30) days in advance, and shall not be changed by the Employer without two 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 shall be allowed with the written consent of the Employer provided that the change does not involve any cost to the Employer and that essential services can be maintained.

**14.03** Unless otherwise agreed by the Local Housing Authority affected and the Union, a schedule of hours of work shall be posted for all permanent part-time employees no less than two weeks in advance. If changes in such schedule are required the Employer will provide adequate and reasonable notice.

**ARTICLE 15 - WAGE RATES**

**15.01** The wages of all employees within the bargaining unit shall be as follows:

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GROUP 1(a) - Administrative employees whose wages are expressed on an hourly basis.

CLASSIFICATION	Rate Effective	1st Year	2nd Year	3rd Year	4th Year	5th Year
AG 1	Jan. 1, 94	11.57	11.87	12.12	12.54	12.89
AG 2	Jan. 1, 94	12.10	12.35	12.75	13.09	13.44
AG 3	Jan. 1, 94	12.49	12.87	13.27	13.68	14.11
AG 4	Jan. 1, 94	13.06	13.46	13.88	14.31	14.75
AG 5	Jan. 1, 94	13.51	13.94	14.36	14.81	15.28
AG 6	Jan. 1, 94	14.09	14.54	14.99	15.46	15.95
AG 7	Jan. 1, 94	14.81	15.28	15.75	16.25	16.75
AG 8	Jan. 1, 94	15.42	15.95	16.49	17.04	17.62
AG 9	Jan. 1, 94	16.04	16.62	17.21	17.84	18.48
AG 10	Jan. 1, 94	16.94	17.55	18.18	18.84	19.52
AG 11	Jan. 1, 94	18.03	18.64	19.23	19.85	20.45

GROUP 1(b) - Community Relations employees whose wages are expressed on an hourly basis.

Community Relations Worker	Jan. 1, 94	18.03	18.64	19.23	19.82	20.45
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15.02 (a) GROUP 2 - MAINTENANCE EMPLOYEES - whose wages are paid on an hourly basis.

CLASSIFICATION	Jan. 1, 94
Groundsperson Labourer	14.47
Building Custodian	14.89
Maintenance Repairperson/ General Serviceperson	15.64
Painter	15.93

- (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 **15.02(a)**.
- (c) Employees designated as "Leadhand" shall be entitled to and be paid a premium of **\$1.05** per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

## ARTICLE 16 - ON-SITE PROVISIONS

- 16.01 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) and one free parking space where available at a monthly rental as follows:
- a) For full-time employees, rent shall be **\$315.00** per month.
  - 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 **\$260.00**.
- 16.02 Building Custodians who are required to live on-site and who are scheduled for on-site duties, will be paid an on-site premium of 90 cents per hour,

Such premium will 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 18.01 shall not apply to Building Custodians during the period for which they receive on-site premium, however, the provisions outlined in Article 17 will apply.

**16.03** 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.

**16.04** 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.

**16.05 ON-SITE ROTATION**

(a) For the purposes of allowing rotation of on-site building custodians within a Local Housing Authority to cover more than one building within a geographic location, it is agreed that a mutually arranged schedule for the assignment of on-site responsibility can be implemented within the Local Housing Authority.

(b) Any on-site building custodian responsible for more than one building during the scheduled on-site time shall respond to all calls and be paid at the overtime rate during the period of on-site duty. This includes all types of housing units in the area.

(c) Any off-duty on-site building custodian called out shall be paid the call-out allowance in accordance with Article 18.01

(d) For the purpose of this Article, "on-site" is defined as being physically on the site from the completion of the regular scheduled shift to 12:00 midnight and be able to respond immediately to communications from management.

(e) In the event that an on-site building custodian is away for any reason, the next on-site building custodians in the rotation schedule shall be appointed to cover the period of absence.

(f) This Article shall apply to on-site building custodians only.

**16.06** An on-site Building Custodian who is no longer eligible for accommodation due to retirement or receipt of Long-Term Disability and who qualifies for rent-geared-to-income accommodation may make an application to a Local Housing Authority Board for a waiver of the normal policy of accommodation. The Board will consider the merits and circumstances of

each case individually in making its decision. Where the Board agrees to approve the waiver, alternate accommodations shall be found for the individual at the earliest opportunity.

## ARTICLE 17 - OVERTIME PAY

**17.01** 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.

**17.02** 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. However, where there is mutual agreement between the employer and the employee, hours may be temporarily increased with no obligation to pay overtime to the maximum hours of a full-time employee as per Article **16.01** and with no change in other terms and conditions of employment. With the above noted exception, 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 premiums provided for in this clause.

**17.03** 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.

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

**41-1** **17.05** 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 **17.01** and **17.02**. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.

**17.06** 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. Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January **31** of the following year, upon giving fifteen **(15)** working days notice in writing, except in cases of emergency.

**17.07** 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 18 - CALL-OUT AND REPORTING ALLOWANCE**

**18.01** 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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**18.02** 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.

**18.03** 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 18.01. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.

**18.04** 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.

**18.05** Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31 of the following year. upon giving fifteen (15) working days notice in writing, except in case of emergency.

**ARTICLE 19 - VACATIONS**

**19.01(a)i)** 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.

ii) For the purpose of calculating vacation pay, total earnings shall exclude payments made following an award under the Workers' Compensation Act and any Supplementary Unemployment Benefit allowance paid in accordance with Article 23.04 (a).

**(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 7.02 (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

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vacation.

- iii) Vacation will normally be taken in unbroken periods of at least one (1) week.

**19.02** 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~~ **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.

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- 0.103 (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.

- 09 04 (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.

- 16 . 5 (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.

- 25 06 (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.

- 19.03** (i) Vacation leave and vacation pay as accrued in accordance with Article 19.02 above must be taken within twelve (**12**) calendar months after the end of the vacation year in which the vacation was accrued.

- 550 (ii) Each employee shall be allowed to carry over two (2) weeks of vacation to the next vacation year upon request in writing. Any carryover of vacation credits in excess of the two (2) weeks shall be by mutual agreement.

- (iii) Vacation leave and vacation pay carried forward in accordance with Article **19.03(ii)** must be taken before the end of the second vacation year immediately after the vacation has accrued.

- (iv) Vacations will normally be taken in unbroken periods of at least one (1) week. One (1) day vacations will be allowed keeping in mind operational requirements. Any request for vacation leave shall not be unreasonably withheld.

**19.04** 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 **19.02**, such time to be considered as pre-retirement leave.

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**19.05** 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.

**19.06** 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.

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**19.07 (i)** An employee is not eligible for the entitlement under clauses **19.01** and **19.02** 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

(ii) Only where **19.07(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.

**19.08** If an employee is hospitalized as an in-patient while on vacation, the days spent in hospital and any subsequent days spent recovering to a maximum of five (5) days, on the written advice of a medical doctor, shall be considered sick leave to the extent of the employee's sick leave accumulation and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the employee was hospitalized as an in-patient during that time,

## ARTICLE 20 - DESIGNATED HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday 5-110	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. If any of the above paid holidays falls on a normal non-working day for an employee, he/she shall receive a lieu day (at regular pay) to be taken on the next normal working day which shall be deemed to be the straight time paid holiday.

20.02 Each full-time employee:

- (i) who is not required to work on a holiday as defined in Section 1 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 any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half of his/her regular rate for all hours worked on that day provided that such employee meets the condition applicable thereto as set forth in the immediately preceding paragraph.

20.03 A permanent part-time employee shall be entitled to a paid holiday each year on each of the days indicated in Article 20.01 which fall on a day that is a regularly scheduled work day for the employee. Payment will be based on the number of hours that the employee was scheduled to work on that day. It is understood and agreed that permanent part-time employees' work week will not be rescheduled in order to deprive the employee of the payment provided for in this clause.

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 at the employee's regular rate.

## ARTICLE 21 - SICK LEAVE

**21.01** 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:

- 73-18997
- (a) Sick leave credits shall accumulate at the rate ~~of 1-1/2 days~~ for each calendar month of permanent full-time employment. Employees, who commence employment during the first 15 days of a month, will be granted credits for that month. Employees, who commence employment on or after the 16th of a month will not receive such credits,
- (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 21.01(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. If an employee is not able to give a return to work date during the original call, the employee shall be required to call in daily until such time as the employee can give an exact date of return. In cases of absence of more than three (3) working days but less than twenty (20) working days, the employee shall provide a medical certificate indicating a probable return to work date.
- (d) i) Notwithstanding Article 21.01(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 on the basis of Article 21.01(d)(i) 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 21.01(d), upon presentation of the official receipt.

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(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 accordance~~ with the terms of the Pension Plan or who retires ~~early~~ and receives an immediate unreduced pension, an amount equal to the employee's accumulated sick leave credits up to a maximum of 180 days.

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(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 or in cases of immediate family illness. Such permission shall not be unreasonably withheld.

21.02 (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 14.01(1) and (2), shall be entitled to the following sick leave credits:

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Administrative Employees:

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12 hours to less than 20 hours	3.50 hours per month
20 hours to less than 28 hours	5.25 hours per month
28 hours to less than 35 hours	7.00 hours per month

Maintenance Employees:

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14 hours to less than 23 hours	4.00 hours per month
23 hours to less than 32 hours	6.00 hours per month
32 hours to less than 40 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 21.01 (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 accordance with the terms of the Pension Plan or who retires early and receives an immediate unreduced pension, 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 service 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.

- 21.03** (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 net salary or wages immediately prior to the incident and the amount of such award for the first three (3) months of such award and thereafter shall be entitled to receive such difference to the extent of the employee's accumulated sick leave credit. Sick leave credits will be used at the rate of one-tenth (1/10) of a day for each day that the employee is absent and receiving the award.

- (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 **21.03(iii)**, upon presentation of the official receipt.
- (iv) In all cases of work-related injury, the Housing Authority shall forward a copy of the WCB Form 7 to the Union's central Health & Safety Office, subsequent to the reporting of any on-the-job injury.

#### **21.04 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.

- 21.05** 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 22 - WORKERS' COMPENSATION**

- 22.01** Where an employee is absent as a result of an injury allegedly sustained at work, the Employer shall continue to pay the employee for a period not exceeding six (6) weeks. During this period the employee shall receive the appropriate net pay as calculated in accordance with the WCB Net Average Earnings Table.

- 22.02 (a)** If the employee is still absent at the end of the 6 weeks and the Workers' Compensation Board has not rendered its decision on the claim, sick leave credits equivalent to the net pay received in accordance with Article 21.01 will be used from the first day of absence.
- (b)** Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision.
- (c)** If the Board subsequently approves the claim, the employee shall be paid in accordance with Article 21.03 and any sick leave credits used in accordance with Article 21.02(a) shall be credited back to the employee.
- (d)** If the Board subsequently declines the claim, the Employer shall recover immediately any overpayment that may have occurred.



22.03 (a) An employee, who is absent by reason of an injury or industrial disease for which an award is made under the Workers' Compensation Act, shall be entitled to receive the difference between the appropriate net pay calculated in accordance with the WCB Net Average Earnings table and the amount of the award.

(b) The difference indicated in Article 22.03(a) shall be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, from the first day of the absence without charge to the employee's accumulated credits. After the expiry of this period, the difference shall be paid to the extent of the employee's accumulated sick leave credits at the rate of one-tenth (1/10) of a day for each day that the employee is absent and receiving the award.

76B-1

22.04 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 later. The Employer shall reimburse the employee for the cost of the medical certificate required under this article, upon presentation of the official receipt.

## ARTICLE 23 - LEAVE-OF-ABSENCE

### 23.01 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 immediate family as follows: parent, spouse, child, brother, sister, parent-in-law, brother and sister-in-law, aunt, uncle, grandchildren and grandparents, legal guardian and legal ward.
- (b) one (1) day leave-of-absence with pay to attend the funeral of spouse of aunt or uncle.
- (c) two (2) days' leave-of-absence without pay to attend the funerals of relatives listed under 23.01(a) if the location of the funeral is greater than 800 kilometres (one way) from the employee's residence.
- (d) For the purpose of Bereavement Leave, the relationships specified in Article 23.01(a) & (b) are deemed to include a common-law spouse and a partner of the same sex.

63A-1

## 23.02 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; **anc**
  - 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 23.02(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.

63B, C-1

## 23.03 CAMPAIGNING FOR PUBLIC OFFICE

- 63I-3 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.

## 23.04 PREGNANCY LEAVE

58A-017

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

- (a) An employee entitled to pregnancy 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 18, Unemployment Insurance Act (Canada), 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 pregnancy leave;
- AND
- ii) up to a maximum of fifteen (15) additional weeks, payments

57-1 077

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 pregnancy leave.

- (b) An employee receiving the pregnancy leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage and accumulation of vacation and sick leave credits continued during the period she receives the pregnancy leave allowance.
- (c) 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. The request shall indicate the exact period of extended leave and shall not be subject to further extension. 52A-026
- (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.
- (e) Employees shall have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
- (f) Payments in respect of guaranteed annual remuneration, as defined in the Unemployment Insurance Act, or in respect of deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under the Plan.

## 23.05 PARENTAL LEAVE

- (a) A Housing Manager shall grant a leave-of-absence without pay to an employee who has served at least thirteen (13) weeks.
- (b) Parental leave may begin, 63M-3
  - 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 must begin when a the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

61A 018 Parental leave shall end eighteen (18) 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) Coverage under the group insurance plan shall continue unless the employee elects in writing not to participate in the plan.

(d) An employee on parental leave shall continue to accumulate vacation and sick leave credits during the period of such leave.

(e) 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 step in the salary range that would have been attained had the leave not been granted.

636-3 (FROM S.R.)

#### 23.06 SPECIAL OR COMPASSIONATE LEAVE

62B-3

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**

63N-3

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.

#### 23.07 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.

#### 23.08 SELF-FUNDED LEAVE PLAN

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 **(1)** year and not more than four **(4)** years. 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.

During the leave, the employee's insured benefits will be continued where the employee continues to pay for his/her portion.

At the end of 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 he/she had attained when the leave commenced. If the position no longer exists, the provisions of Article 8 -- Layoff and Recall shall apply. It is understood, however, that the notice period begins when the position is declared surplus by the Local Housing Authority, not when the employee returns from leave.

## **ARTICLE 24 - PAYMENT OF WAGES**

**24.01** 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.

### **24.02 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.

### **24.03 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.

**24.04** 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.

**24.05** When a permanent employee is reclassified to a position with a lower classification as a result of any organizational change, the employee shall be paid at the next lowest step in the new salary range plus fifty percent (50%) of the difference between this salary and the employee's former salary. The employee shall then be entitled to any salary increases applicable to the new classification, Once the salary maximum of the new classification exceeds the salary maximum of the former classification, salary protection will end.

#### ARTICLE 25 - SHIFT BONUS

*44, 45 -  
100075*  
**25.01** An employee shall receive a shift premium of ~~seventy-five (75) cents~~ per hour 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.

*42, 43 -  
100085*  
**25.02** Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of eighty-five (85) cents per hour in addition to the employee's regular pay for such work, and in addition to shift bonus if applicable.

#### ARTICLE 26 - CHANGES IN REGULATIONS

**26.01** Each Local Housing Authority agrees to provide to the chief unit steward a copy of new or amended LHA policies related to any matter covered by this Agreement.

#### ARTICLE 27 - EMPLOYEE BENEFITS

**27.01** Articles **27.02** to **27.05** will apply only to full-time permanent employees.

##### **27.02** (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.

*7: 999 700 100*

(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.

- 27.03 (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. *70I-100*
- (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. *766-1*  
*70J-100*
- (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. *70F-100 (left hand over) see app G*  
*70H-100*
- 27.04 (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 27 shall be maintained at no cost to the employee, when the employee is in receipt of L.T.I.P. benefits. *70D-100*
- (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. *74-99998*
- (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 8 - Lay-Off and Recall except that the employee will not be given 6 months' paid notice. In assigning an employee under this Article, the provisions of Article 9 -- Staff Changes shall not apply.

71-2  
d.c. 77  
27.05 (a) The Dental Plan shall provide benefits as outlined in Appendix H to this Collective Agreement.

73-00 (b) The Employer shall pay one hundred percent **(100%)** of the monthly premium under this Plan for all permanent full-time employees, except in those cases where employees have opted out of the Plan.

27.06 (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 **14.01 (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:

7PE-1

i) Supplementary Health and Hospital Insurance Plan

ii) Dental Plan

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 **14**. The employee shall pay the balance of the premium through payroll deduction.

(d) 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 **27.06(b)** and **(c)** shall be maintained at no cost to the employee, when the employee is in receipt of **L.T.I.P.** benefits.

27.07 During leave-of-absence without pay, employees may continue participating in Basic Life, Supplementary Health and Hospital, Long Term Income Protection 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.

27.08 For the purpose of "family" benefit coverage, common-law spouse and partner of the same sex are deemed to be included.



ARTICLE 28 - NO STRIKES OR LOCK-OUTS

28.01 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, 1993.

ARTICLE 29 - MILEAGE RATES

29.01 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 30 - LEAVE-OF-ABSENCE - UNION BUSINESS

30.01 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; however, any unused portion may be carried over to a second year only. The Union will give at least ten (10) working days written notice of such request to the Employer.

63K-1

30.02 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 31 - JOINT LABOUR/MANAGEMENT COMMITTEE

### 31.01 POLICY

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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 and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

### 31.02 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.

### 31.03 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 **31.03 (a)** are adhered to.

### 31.04 AGENDA

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

## **31.05 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 32 - UNION STEWARDS**

- 32.01** In the administration of Article 11 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.
- 32.02** The Local Union Steward may assist any employee whom the Steward represents in presenting the employee's grievance in accordance with the grievance procedure.
- 32.03** The Local Union Steward will only be involved in the grievance procedure at Steps 1 and 2 in the Local Housing Authority. If the Union requests, the Employer shall allow the local Union Steward to attend Step 3 of the grievance procedure.
- 32.04** 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.
- 32.05** Unit Chief Stewards will be involved in the grievance procedure from the Step 3 level up to and including arbitration.
- 32.06** 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.
- 32.07** 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 33 - GENERAL CONDITIONS

### 33.01 ACCOMMODATION AT WORK

The Employer where appropriate will provide accommodation for meals and for the keeping of clothes.

### 33.02 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.

### 33.03 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.

### 33.04 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.

### 33.05 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.

### 33.06 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.

### 33.07 NO PYRAMIDING

There shall be no pyramiding of overtime on 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.

### 33.08 MOVING EXPENSES ON TRANSFER

The Employer will defray the removal expenses of on-site building custodians who are permanently transferred or are removed from an on-site to an off-site position, other than for disciplinary reasons, at the employer's request.

### 33.09 CLEAN-UP TIME 52 C-1

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

### 33.10 JOINT HEALTH AND SAFETY COMMITTEE 66-4

(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. 65-1

(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.

### 33.11 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.

### 33.12 DISABLED EMPLOYEES

12-2 (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 9.01 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 employee shall provide relevant medical documentation and co-operate with the Local Housing Authority in modifying 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).

### 33.13 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.

### 33.14 DISCIPLINARY RECORDS

9-1 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. It is understood that disciplinary records include any written records of verbal warnings, written warnings and letters of suspension.

### 33.15 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 notations 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.

### 33.16 ADVERSE WEATHER CONDITIONS

The following provision shall apply to employees during adverse weather conditions necessitating closure of all highways, as declared by appropriate provincial or municipal authorities, between the employee's residence and place of employment, for the duration of the closure:

When an employee, through no fault of his/her own, is unable to report for work because of the above, such employee shall suffer no **loss** of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting to work.

48C-1

### 33.17 PAYMENT OF LEGAL FEES

Reimbursement of legal fees is available to all employees in accordance with the established Ontario Housing Corporation's Legal Indemnification Policy.

## ARTICLE 34 - VIDEO DISPLAY TERMINALS (VDT'S)

**34.01** 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.

67A-1

**34.02** Employees who operate a VDT for one continuous hour shall be relieved of such duties for a period of ten (10) minutes.

**34.03** At the beginning of assignment to a VDT, an employee who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination; the employee may elect to undergo an eye examination annually thereafter. The examiner shall be an optometrist who is qualified to conduct the following tests:

67B-1

- (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.

**34.04** (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.

67C-1

- (b) Upon receipt of the written request as specified in Article **34.04** (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 **9.01** would not apply.
- (c) Where an employee has been assigned under Article **34.04** (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 **34.04** (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 **34.04** (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 **23.04**.

**34.05** 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 35 - TERM OF AGREEMENT**



***35.01 This Agreement is effective from January 1, 1994, until December 31, 1995.***

**IN WITNESS WHEREOF** these present have been executed by the Authorized representatives of the parties at Toronto, Ontario this 1st day of September, 1994.

**FOR THE UNION:**

**FOR ONTARIO HOUSING  
CORPORATION AND ALL  
LOCAL HOUSING AUTHORITIES:**

\_\_\_\_\_  
J. Lynd

\_\_\_\_\_  
C. Reid

\_\_\_\_\_  
M. Gallizzi

\_\_\_\_\_  
P. Schafft

\_\_\_\_\_  
S. MacGregor

\_\_\_\_\_  
V. Oster

\_\_\_\_\_  
R. Pargeter

\_\_\_\_\_  
N. de Lima

\_\_\_\_\_  
G. Duroclier

\_\_\_\_\_  
D. McCord

\_\_\_\_\_  
E. Dunn

\_\_\_\_\_  
D. Harwood

\_\_\_\_\_  
B. Boughner

\_\_\_\_\_  
R. Campbell

\_\_\_\_\_  
B. Way

\_\_\_\_\_  
K. Clark

\_\_\_\_\_  
N. Lizotte

APPENDIX A

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: 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 item **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. A copy of these minutes shall be sent to the Union office pursuant to Article 2.04 of this Agreement.*

*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**
- reporting disturbances to supervisor and/or police
- maintaining general security, ensuring doors are properly secured
- any other related duties.

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

***\$12.62 per hour***

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.

It **is** understood that Security Tenants are covered per current provisions of the Workers' Compensation Act.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

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**V. Oster**

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**R. Pargeter**

Dated this **1<sup>st</sup>** day of September **1994**.

APPENDIX C

February 28, 1992

Ms Christine Mason  
President  
CUPE Local 3096  
27 Carleton Street  
Suite 404  
Toronto, Ontario  
M5B 1L2

Dear Ms Mason:

Re: Group Leaders - Administrative Employees

This is to confirm that administrative employees **who** are temporarily assigned as "Group Leaders", will be immediately eligible **for** the Group Leader points as listed on pages 22 **and** 23 **of** the Classification Standards Manual.

**Where** the additional points bring the employee into a higher classification (**per** the above noted Manual), they **will** be paid the appropriate higher rate **for** the duration of the temporary assignment (minimum **time** as specified in Article 21.03).

On behalf **of** the Ontario Housing Corporation,

Sincerely

Vern Oster  
Manager, Labour Relations  
Human Resources Branch

**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**

September 1, 1994

Randy Pargeter  
President  
CUPE Local 3096  
440-6 Adelaide Street East  
Toronto, Ontario  
M5C 1H6

Dear Mr Pargeter:

Re: Contracting Out

5-1

The Employer agrees that, **for** the duration of this Collective Agreement (December 31, **1995**) before **any** permanent employee is declared surplus because of **new** contracting out (i.e. not regular seasonal contracting out or the existing contracting out arrangements), the Employer will give the Union at least 90 written notice in order to meet with the Union and review other acceptable options to reduce cost and minimize the impact on permanent employees.

On behalf of the Ontario Housing Corporation,

Sincerely,

Vern Oster  
Manager, Labour Relations  
Human Resources Branch



**APPENDIX F**

*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 timeframe, the meeting will not be unduly delayed.*

*On behalf of the Ontario Housing Corporation*

*V. Oster  
Manager, Staff Relations*

**APPENDIX G**

**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 706-100

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 \$200.00 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

### DENTAL BENEFITS SUMMARY DESCRIPTION

#### 1. Benefit Summary

Covered Expenses: Routine and Denture Services

Deductible: Nil Deductible

Reimbursement Percentage:

- Routine Services - 100%
- Denture Services - 50%

Benefit **Maximums:**

- Routine Services
  - Full-time employees and dependants - Unlimited
  - Part-time employees and dependants - \$1,000 per individual per calendar year
- Denture Services
  - All employees and dependants - \$1,000 per individual per calendar year

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 diskling of teeth.

## **C. Minor Restorative Services:**

1. Removal of carious lesions.
2. Amalgam (excluding bonded amalgams), 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 peripheral 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.

## II. 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.

## 3. Covered Expenses Limitations:

**The following items are not covered under *the Plan* unless otherwise stated:**

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. Broker-appointments or completion of claim forms.
4. Dental treatment that is not "treatment necessarily rendered" **as** defined in the Group Policy. Covered expenses, subject to the definition of "Reasonable and Customary Charges" will be considered for the portion of the expenses 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 expenses incurred, **as** a result **of** accidental injury **to** natural teeth, for treatment **completed more than 12 months** after the accident.
9. Any services or treatment which are not identified as "Covered Expenses" under the Group Policy.

**APPENDIX I**

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