

SOURCE	Corp		
EFF.	86	01	01
TERM.	88	12	31
No. OF EMPLOYEES	240		
NOMBRE D'EMPLOYÉS	D.L.		

# Collective Agreement

Between  
 Ontario Housing Corp. and  
 The Metropolitan Toronto  
 Housing Authority  
 and  
 Ontario Public Service  
 Employees Union  
 and its Local 592

JANUARY 1, 1986 TO  
 DECEMBER 31, 1988



**Ontario Public Service Employees Union**

ISSUE 77, 1986

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**PREAMBLE**

- 1/ The purpose of this Agreement between the Employer and the Union is to establish and maintain:
  - a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement:
  - b) a procedure for the prompt and equitable handling of grievances and disputes.
- 2/ It is understood that the provisions of this Agreement apply equally to male and female employees.
- 3/ The parties agree that wages, benefits, working conditions and terms of employment for employees in this bargaining unit shall be similar to those provided for Civil and Public Servants of the Province of Ontario, except as modified by this Agreement.

The parties, therefore, agree as follows:

PART A - WORKING CONDITIONS

ARTICLE 1 - RECOGNITION

1.1 In accordance with The Crown Employees Collective Bargaining Act, the Ontario Public Service Employees Union is recognized as the exclusive collective bargaining agent for all office, clerical and professional Crown employees of the Metropolitan Toronto Housing Authority save and except those employees covered by subsisting collective agreements and those persons who are not employees within the meaning of clause (f) of Subsection 1 of Section 1 of the Crown Employees Collective Bargaining Act 1982, as amended.

ARTICLE 2 - CHECK-OFF OF UNION DUES

2.1 There shall be deducted from the regular bi-weekly pay of every employee a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.

2.2 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union not later than the 15th of the month following the month in which such deductions were made together with a list of all employees from whose wages the deductions have been made.

2.3 The Union must advise the employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

2.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 3 - JOINT CONSULTATION COMMITTEE

3.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.

3.2 The parties agree that a joint consultation committee composed of up to four (4) representatives from the Union and up to four (4) representatives of the

Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on other matters of mutual interest.

- 3.3 The committee shall meet once every two (2) months or more frequently, with the consent of the parties.
- 3.4 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add or modify the terms of this Agreement.

ARTICLE 4 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 4.1 When a vacancy occurs in a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least five (5) working days prior to the established closing date. All applications will be acknowledged. Where practicable, notice of vacancies shall be posted on bulletin boards.
- 4.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours-of-work schedule as set out in Article 7, Hours of Work, and the area in which the position exists.
- 4.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, length of continuous service shall be a consideration.
- 4.4 An applicant who is invited to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.

ARTICLE 5 - PAY ADMINISTRATION

- 5.1.1 Promotion occurs when the incumbent of a classified position is assigned to another position in a class with a higher maximum salary than the class of his former position.
- 5.1.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which

is the next higher to his present rate of pay except that:

- where such a change results in an increase of less than three percent (3%), he shall receive the next higher salary rate again, which amount will be considered as a one-step increase:
- a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.

5.1.1 Where an employee:

- (a) at a maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion:
- (b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:
  - greater than a one-step increase, a new anniversary date based on the date of promotion is established:
  - of one step or less, the existing anniversary date is retained.

5.2.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

5.2.2 An employee to whom the above section applies is entitled to be appointed to the first vacant position in his former class that occurs in the same administrative district or unit, in which he was employed at the time the reclassification was made.

5.3 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based on merit to the maximum salary of the

higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

- 5.4.1 Where, because of the abolition of a position, an employee is assigned from one position to another position in the bargaining unit and the position to which he is assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which he was assigned, he shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the assignment takes place.
- 5.4.2 Sub-section 5.4.1 applies only where there is no position the employee is qualified for, and that he may be assigned to, and that is:
- (a) in the same classification that applied to the employee's position before the position was abolished, or
  - (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.
- 5.5 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, he shall not receive any salary progression or salary decrease for a period of six (6) months after his assignment, and if at the end of that period, he is unable to accept employment in his former classification, he shall be assigned to a classification consistent with his condition.
- 5.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate he was receiving at the time of demotion, effective from the date of his demotion.
- 5.7 It is understood that where an employee is assigned to a position pursuant to Section 5.4.1, 5.4.2, 5.5, 5.6, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply.
- 5.8 When a new classification is to be created or an existing classification is to be revised, at the request



of either party the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification, provided that should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

**ARTICLE 6 - TEMPORARY ASSIGNMENTS**

- 6.1.1 Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, he shall be paid acting pay from the day he commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification, provided that where such a change results in an increase of less than three percent (3%), he shall receive the next higher salary rate again.
- 6.1.2 Notwithstanding 6.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.
- 6.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for him in the position from which he was assigned, he shall be paid the lower applicable classification rate to which he was assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 6.3 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for him in the position from which he was assigned, he shall continue to be paid at the rate applicable to the classification from which he was assigned.
- 6.4 This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 6.5 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, he shall retain his rights

and obligations under the Collective Agreement.

- 6.6.1 Where an employee is assigned temporarily to a position, Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (a) the term of a temporary assignment is greater than six (6) months' duration, and
  - (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 6.6.2 Except as provided in 6.6.1, in no case shall any provision of the Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

ARTICLE 7 - HOURS OF WORK

7.1 SCHEDULE 3 and 3.7

The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day.

SCHEDULE 6

- 7.2 The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.
- 7.3 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.
- 7.4 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks.
- 7.5 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his basic hourly rate shall be adjusted accordingly.

ARTICLE 8 - DAYS OFF

8.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the Employer.

ARTICLE 9 - REST PERIODS

9.1 The present practice for rest periods shall be maintained.

ARTICLE 10 - OVERTIME

10.1 The overtime rate for the purpose of this Agreement shall be one and one-half (1 1/2) times the employee's basic hourly rate.

10.2 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.

10.3.1 Employees in Schedule 3,7 who perform authorized work in excess of seven and one-quarter (7 1/4) hours shall be paid at the overtime rate.

10.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

10.4 Employees in Schedule 3 who perform authorized work in excess of seven and one-quarter (7 1/4) hours shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.

10.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.

10.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. Effective March 1,

1978, the March 31 date may be extended by agreement.

ARTICLE 11 - MEAL ALLOWANCE

- 11.1 An employee who continues to work more than two (2) hours of overtime immediately following his scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his previously scheduled shift, shall be reimbursed for the cost of one (1) meal to four dollars (**\$4.00**) except where **free** meals are provided or where the employee is being compensated for meals on some other basis.
- 11.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his work place.

ARTICLE 12 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 12.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 12.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 12.3 The current practices relating to the supply and maintenance of apparel for employees shall continue during the terms of this Agreement, subject to any changes which may be entered into between the parties.

VIDEO DISPLAY TERMINALS

- 12.4 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of 10 minutes.
- 12.5 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:

- a) unaided visual acuity (letter chart test)
- b) refractive findings
- c) corrected visual acuity
- d) amplitude accommodation
- e) suppression
- E) muscle balance (near, one metre, distant)
- g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 12.6.1 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
- 12.6.2 Upon receipt of the written request specified in 12.6.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit, provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 17 (Job Security), shall have priority over an assignment under this section.
- 12.6.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall have no application.
- 12.6.4 Where an employee is assigned, under 12.6.2, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned under 12.6.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 12.6.5 Where it is not possible to assign an employee in accordance with 12.6.2, the employee shall, 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 maternity leave of absence in accordance with Article 19 (Maternity Leave).

- 12.6.6 An employee who does not accept an assignment made in accordance with 12.6.2, may elect either to continue work in her original position or request leave of absence in accordance with 12.6.5.
- 12.7 Video display terminal work stations shall be equipped 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, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paperstands shall be provided.

**ARTICLE 13 - HOLIDAY PAYMENT**

- 13.1 Where an employee works on a holiday included under Article 37 (Holidays), he shall be paid at the rate of two (2) times his basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4) hours.
- 13.2 In addition to the payment provided by section 13.1, an employee shall receive seven and one-quarter (7 1/4) hours pay at his basic hourly rate or compensating leave of seven and one-quarter (7 1/4) hours provided the employee opts for compensating leave prior to the holiday.
- 13.3 When a holiday included under Article 37 (Holidays), coincides with an employee's scheduled day off and he does not work on that day, the employee shall be entitled to receive another day off.
- 13.4 Any compensating leave accumulated under sections 13.2 and 13.3 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- 13.5 Any compensating leave accumulated under sections 13.2 and 13.3 in a calendar year which is not used before March 31 of the following year shall be paid at the rate

it was earned. Effective March 1, 1978, the March 31 date may be extended by agreement.

- 13.6 Notwithstanding anything in Article 13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 37 (Holidays) shall receive equivalent time off.

ARTICLE 14 - NON-PYRAMIDING OF PREMIUM PAYMENTS

- 14.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

ARTICLE 15 - MILEAGE RATES EXPRESSED IN KILOMETERS

- 15.1 If an employee is required to use his own automobile on the Employer's business, the following rates shall be paid effective April 1, 1985.

<u>Kilometers Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	27.5c/km	<b>28.0c/km</b>
4,001 - 10,700 km	22.0c/km	22.5c/km
10,701 - 24,000 km	<b>18.0c/km</b>	18.5c/km
over 24,000 km	15.5c/km	<b>16.0c/km</b>

- 15.2 Kilometers are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).
- 15.3 The use of a privately owned automobile on the Employer's business is not a condition of employment.

ARTICLE 16 - TIME CREDITS WHILE TRAVELLING

- 16.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the Employer.
- 16.2 When travel is by public carrier, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.
- 16.3 When travel is by automobile and the employee travels directly from his home or place of employment, time will be credited from the assigned hour of departure until he

reaches his destination and from the assigned hour of departure from the destination until he reaches his home or place of employment.

- 16.4 When sleeping accommodation **is** provided, **the** hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.
- 16.5 When an employee is required to travel on his regular day off or a holiday listed in Article 17, Holidays, **he** shall be credited with a minimum of four (4) hours.
- 16.6 All travelling time shall **be** paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

**ARTICLE 17 - JOB SECURITY**

- 17.1 Where a lay-off **may** occur by reason of shortage of work or funds or the abolition of a position *or* other material change in organization, the identification of a surplus employee in an administrative district or unit, and the subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this Article.
- 17.2 Where an employee is identified as surplus he shall be assigned on the basis of his seniority to a vacancy in the bargaining unit provided he is qualified to perform the work and the salary maximum of the vacancy is not greater than three percent (30) **above** nor twenty percent (20%) below the maximum salary of **his** classification, as follows:
- a vacancy which is in the same class or position as the employee's class or position;
  - a vacancy in a class or position in which the employee has served during his current term of continuous service; or
  - another vacancy.
- 17.3 Where an employee is assigned to a vacancy in accordance with Sub-section 17.2, Section 5.4 of Article 5 (Pay Administration) shall apply.
- 17.4 An employee who does not attend a placement interview when requested **by** the Employer or who does not accept an assignment in accordance with section 17.2 shall be laid off and the provisions of Sections 17.5, 17.6 and 17.10 shall not apply.



- 17.5 Where an employee has not been assigned to a vacancy in accordance with section 17.2, he shall be subject to lay-off in accordance with the following applicable sections.
- 17.6.1 An employee who has completed his probationary period and who is subject to lay-off as a surplus employee, shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:
- (a) The Employer will identify the employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he shall be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee:
  - (b) If no employee in the same class has less seniority than the surplus employee, the Employer will identify the employee in the class in the same class series immediately below the class in which the surplus employee is presently working who has the least seniority and if he has less seniority than the surplus employee, he will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee:
  - (c) Failing displacement under (a) or (b) the Employer will review the classes in the same class series in descending order until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. In that event such employee will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee:
  - (d) Notwithstanding the above, in the event that there are one or more employees in one or more classes in another class series in which the surplus employee has served during his current length of continuous service who have less seniority than the surplus employee, the surplus employee will displace the employee with the least seniority in the class with the highest salary maximum (no greater than the current salary maximum of the surplus employee's class) and provided that the surplus employee has greater seniority than the displaced employee here

under, provided that the surplus employee is qualified to perform the work of such employee.

- 17.6.2 Any displacement shall be limited to a class which has a **salary** maximum no greater than the maximum of the surplus employee's current class and section 5.4 of Article 5 (Pay Administration) shall not apply.
- 17.7 The employee must indicate in writing to the Manager, Personnel Services his intention to displace another employee as **far** in advance as possible but not later than two (2) weeks in advance of his date of lay-off. If he does not indicate his intent to displace another employee within this period, he shall be deemed to have **opted** to be laid off and the provisions of Section 17.10 shall not apply.
- 17.8 Where the employee chooses not to exercise his rights under Section 17.6, he shall be laid off and the provisions of Section 17.10 shall not apply.
- 17.9 An employee who is displaced by an employee who exercises his rights under Section 17.6 shall be declared surplus and the provisions of Article 17 shall apply.
- 17.10.1 Effective March 18, 1987, where a surplus employee has not been assigned to a vacancy in accordance with section 17.2 and no displacement is possible under Section 17.6 and the employee is within the two (2) week period prior to his date of lay-off, he shall be assigned on a retraining basis to a vacancy in the bargaining unit, subject to the following conditions:
- (a) Such assignments shall be made **on the basis of seniority;**
  - (b) Such assignments shall be made during the two (2) week period prior to the employee's date of lay-off, where, based on information in its records or **as** provided by the Union or the surplus employee, the Employer determines that the employee has transferable skills which would enable him to meet the normal requirements of the work of the vacancy within a maximum retraining period of twenty-five (25) days;
  - (c) Such assignments shall be limited to a class which has a salary maximum no greater than the maximum of the surplus employee's current class and Section 5.4 of Article 5 (Pay Administration) shall not

apply;

- (d) Where a surplus employee is assigned to a vacancy in accordance with 17.10.1 his date of lay-off shall be extended to accommodate the retraining period, up to a maximum of twenty-five (25) days:
  - (e) A surplus employee who has been assigned to a vacancy in accordance with 17.10.1 shall have no rights under Sections 17.2 or 17.6 following his original *date* of lay-off;
  - (f) If, at the end of the retraining period, the surplus employee meets the normal requirements of the vacancy to which he has been assigned, he shall be confirmed in that vacancy:
  - (g) If, at the end of the retraining period, the surplus employee does not meet the normal requirements of the vacancy to which he has been assigned, he shall be laid off without any additional notice under Section 17.11.
- 17.10.2 In 17.10.1 (b) and (d), days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 17.10.3 A surplus employee who does not accept an assignment in accordance with 17.10.1 shall be laid off.
- 17.10.4 Where an employee has been assigned under 17.10.1 to a vacancy in a class with a salary maximum lower than the salary maximum of the class he held immediately prior to such assignment and subsequently he is laid off in accordance with 17.10.1 (g), any termination payments to which he may be entitled under Article 42 (Termination Payments) shall be based on the salary he was receiving immediately prior to the assignment under 17.10.1.
- 17.10.5 The assignment of a surplus employee to a vacancy in accordance with Section 17.2 shall have priority over an assignment under 17.10.1.
- 17.11 Effective March 16, 1987, an employee shall receive a notice of lay-off or pay in lieu thereof as follows:
- (a) two (2) weeks' notice if his period of employment is less than five (5) years:
  - (b) six (6) weeks' notice if his period of employment is five (5) years or more but less than ten (10) years: and

(c) twelve (12) weeks' notice if his period of employment is ten (10) years or more;

with copies of such notice to the Union.

- 17.12 An assignment under this Article shall not be considered a promotion or a demotion.
- 17.13 Where an employee has been identified as surplus, reasonable time off with no loss of pay and with no loss of credits shall be granted to attend scheduled interviews for positions, provided that the time off does not unduly interfere with operating requirements.
- 17.14.1 Effective March 16, 1987, where a person who, prior to release, had completed at least one (1) year of continuous service, has been released and a position becomes vacant in the M.T.H.A. within one (1) year after his release, notice of the vacancy shall be forwarded to the person at least fourteen (14) days prior to the closing date of the competition and he shall be appointed to the vacancy if:
- (a) he applies therefore within the fourteen (14) days, and
  - (b) he is qualified to perform the required duties, and
  - (c) no other person who is qualified to perform the required duties and who has a greater length of continuous service applies for the vacancy pursuant to this subsection.
- 17.14.2 Appointment under 17.14.1 shall be limited to a class which has a salary maximum no greater than the maximum of the class the person held when identified as a surplus employee and Section 5.4 of Article 5 (Pay Administration) shall not apply.
- 17.14.3 A person shall lose his rights under 17.14.1 when:
- (a) he does not attend a placement interview when requested by the Employer; or,
  - (b) he does not accept an appointment in accordance with 17.14.1; or,
  - (c) having accepted an appointment in accordance with 17.14.1, he fails to report for duty within two (2) weeks of receiving written notice of the

appointment.

- 17.14.4 The assignment of a surplus employee to a vacancy in accordance with Sections 17.2 or 17.10 shall have priority over an appointment under 17.14.1.
- 17.14.5 Where an employee who has been released is reappointed under this Article to the same position or a position having the same classification as the position which he occupied immediately prior to his release, he shall be reappointed at a rate within the salary range applicable to the position equivalent to the rate at which he was paid immediately prior to his release.
- 17.14.6 Where a person who has been released is appointed under this Article to a position in a classification that is not the same as the classification of the position which he occupied immediately prior to his release, he shall be appointed at a rate within the salary range applicable to the position commensurate with his qualifications and experience, including previous relevant public service.
- 17.15 It is understood that when it is necessary to assign surplus employees or appoint persons in accordance with this Article, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply.
- 17.16.1 Effective March 16, 1987, where it is necessary to release an employee who has completed his probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union.
- 17.16.2 The matter will then be referred to the joint consultation committee of the parties to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the employer action required to be taken.

ARTICLE 18 • SENIORITY (LENGTH OF CONTINUOUS SERVICE)

- 18.1 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than one (1) year and shall commence from the date of appointment.

"Unbroken Service" is that which is not interrupted by separation, and "full-time" is continuous employment as set out in the hours of work schedules for the appropriate classifications.

- 18.2 Where an employee has been released in accordance with Article 17, Job Security, and rehired within two (2) years, the period of absence shall not be computed in determining **the length** of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.
- 18.3 Continuous service shall be deemed to have terminated **if:**
- (a) an employee resigns or retires; or
  - (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
  - (c) an employee is absent without leave in excess of ten (10) consecutive working days; or
  - (d) an employee **is** released in accordance with Article 17, Job Security, and remains released for more than two (2) years.

#### ARTICLE 19 - CLOSING OF FACILITIES

- 19.1 In the event that it is necessary to permanently shut down a building, an operation or any other facility at any location, the employees involved at the facility in question shall receive as much advance notice as possible, but in any case shall **be notified of** the imminent closure not later than ninety (90) **days** in advance of the proposed shut down.
- 19.2 Where the closing of a facility may result in surplus employees or where a reorganization results in a surplus of twenty (20) employees or more in a location, a committee shall be formed by the parties to provide for consultation and co-operation in order to minimize the adverse effects upon employees who have been identified as surplus to requirements.
- 19.3 The Union may be represented by up to three (3) employees at the location involved and the Employer agrees to grant leave with no loss of **pay** and with no

loss of credits to attend committee meetings.

ARTICLE 20 - GRIEVANCE PROCEDURE

- 20.1 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 questions as to whether a matter is arbitrable.
- 20.2.1 An employee who believes he has a complaint or a difference shall first discuss the complaint or difference with his supervisor within twenty (20) days of first becoming aware of the complaint or difference.
- 20.2.2 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion, it may be processed within an additional ten (10) days in the following manner:
- STAGE ONE
- 20.3.1 The employee may file a grievance in writing with his supervisor. The supervisor shall give the grievor his decision in writing within seven (7) days of the submission of the grievance.
- STAGE TWO
- 20.3.2 If the grievance is not resolved under Stage One, the employee may submit the grievance to the General Manager, Metropolitan Toronto Housing Authority, or designee within seven (7) days of the date that he received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in stage One, the grievor may submit the grievance to the General Manager or designee within seven (7) days of the date that the supervisor was required to give his decision in writing in accordance with Stage One.
- 20.3.3 The General Manager or designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor his decision in writing within seven (7) days of the meeting.
- 20.4 If the grievor is not satisfied with the decision of the

General Manager or designee or if he does not receive the decision within the specified time the grievor may apply to the Grievance Settlement Board for a hearing of **the** grievance within fifteen (15) days of the date he received the decision or within Fifteen (15) days of **the** specified time limit for receiving the decision.

- 20.5 The employee, at his option, may be accompanied and represented by an employee representative at each stage of the grievance procedure.
- 20.6.1 An employee who is a grievor or complainant and who makes application for a hearing before the Grievance Settlement Board or the Public Service Labour Relations Tribunal shall be allowed leave-of-absence with no **loss** of pay and no loss of credits, if required to be in attendance by the Board or Tribunal.
- 20.6.2 An employee who has a grievance and is required to attend meetings at Stage One and Two of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 20.6.3 This section shall also apply to the Union Steward who is authorized to represent the grievor.
- 20.6.4 The Union shall advise the Employer in writing of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every six (**6**) months.

#### LAY-OFF

- 20.7 Where an employee files a grievance claiming improper layoff and the grievance is referred to the Grievance Settlement Board in accordance with 20.4, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the **claim** before the **Board**.

#### DISMISSAL

- 20.8.1 Any probationary employee who is dismissed or released shall not be entitled to file a grievance.
- 20.8.2 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided he does **so** within twenty (20) days of the date of the dismissal.



INSURED BENEFITS GRIEVANCE

- 20.9.1 Where an employee has a complaint that he has seen denied benefits pursuant to the insured benefits plans specified in Articles 30, 31, 32, 34 and 46, he shall first discuss the complaint with his supervisor within 20 days of first becoming aware of the complaint.
- 20.9.2 (a) If the complaint is not satisfactorily resolved by the supervisor within seven (7) days of the discussion, the employee may refer the complaint, in writing, to the Metropolitan Toronto Housing Authority Employee Services Officer within an additional ten (10) days.
- (b) Any referral to the M.T.H.A. Employee Services Officer under 20.9.2 (a) shall include a release of information form (Appendix 8) completed, signed and dated by the employee.
- (c) The M.T.H.A. Employee Services Officer shall consider the complaint and shall give the employee his decision in writing within sixty (60) days of receipt of the complaint.
- 20.9.3 (a) If the complaint is not satisfactorily resolved under 20.9.2, the employee may file a grievance in writing with the Director of Human Resources, Ministry of Housing within seven (7) days of the date he received the decision under 20.9.2 (c). In the event that no decision in writing is received in accordance with the specified time limits in 20.9.2 (c), the grievor may submit the grievance to the Director of Human Resources, within seven (7) days of the date that the M.T.H.A. Employee Services Officer was required to give his decision in writing in accordance with 20.9.2 (c).
- (b) A submission of the grievance to the Director of Human Resources, Ministry of Housing under this section shall be considered to be the second stage of the grievance procedure for the purpose of this Article.

SEXUAL HARASSMENT

- 20.10.1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee. Harassment means engaging in a course

of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- 20.10.2 Every employee covered by this Collective Agreement has a right to **be** free from:
- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome: or
  - (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.
- 20.10.3.1 The time limits set out in section 20.2.1 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 20.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 20, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 20 shall be suspended until the employee is given notice in writing of the results of the investigation.
- 20.10.3.3 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 20 to be presented to the supervisor may be presented directly to the General Manager, or the General Manager's designee, or any person appointed by the General **Manager** specifically to deal with complaints or grievances under this provision.
- 20.10.4 Where it appears to the Grievance Settlement Board that an employee who is a grievor under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the Grievance Settlement Board may, as it sees fit, adjourn the grievance, **stay** the grievance, or dismiss

the grievance.

- 20.10.5 An employee who makes a complaint under this Article may be accompanied and represented by an employee representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.
- 20.11.1 An employee who alleges that his position is improperly classified may discuss his claim with his immediate supervisor at any time provided that such discussions shall not be taken into account in the application of the time limits set out in Article 20, (Grievance Procedure). An employee, however, shall have the right to file a grievance in accordance with the grievance procedure specifying in his grievance what classification he claims.
- 20.11.2 In the case of any grievance filed under the above section, the authority of the Grievance Settlement Board shall be limited to:
- (a) confirming that the grievor is properly classified in an existing classification, or
  - (b) finding that the grievor would be properly classified in the job classification which he claimed in his grievance.
- 20.11.3 The Employer upon written request either by the employee or by the Union shall make available all information and provide copies of all documents which are relevant to the grievance or may be used by the Employer in the presentation of the case before the Grievance Settlement Board.

**UNION GRIEVANCE**

- 20.12 Where any difference between the Employer and Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

**GENERAL**

- 20.13 Where a grievance is not processed within the time

allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

- 20.14 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 20.15 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 20.16 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

ARTICLE 21 LEAVE - UNION ACTIVITIES

- 21.1 Upon at least fourteen (14) days' written notice by the Union, leave-of-absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.
- 21.2.1 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations, mediation or arbitration, provided that not more than three (3) employees at any one time shall be permitted such leave for any one set of negotiations.  
  
Provided, however, the Union may at its discretion require up to three (3) additional members to participate in negotiations, mediation or arbitration who shall be granted leaves-of-absence without pay but with no loss of credits.
- 21.2.2 Members of the Union granted leaves-of-absence under sub-sections 21.2.1 shall also be granted reasonable time off without pay but with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to such negotiations, mediation or arbitration.
- 21.3 At the written request of the Union of at least fourteen (14) days, leave-of-absence without pay but with no loss of credits shall be granted to an employee for the purpose of setting demands for negotiations. It is understood that such meetings will be held on Saturdays or Sundays and that the total time granted for each instance shall not exceed two (2) consecutive days for each employee.

- 21.4.1 (a) Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave-of-absence with no loss of pay and with no loss of credits shall be granted to an employee elected as Executive Board Member and Executive Officer of the Union, for the purpose of conducting the internal business affairs of the Union.
- (b) On the understanding that leaves requested under (a) will be kept to a minimum.
- 21.4.2 The Union will advise the Employer in writing of the name and location of such employee immediately following their election.
- 21.4.3 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.
- 21.4.4 The Union will reimburse the MTHA for the salary paid to the member of the Executive Board and the Executive Officer granted leave under this Article.
- 21.5 The employee shall discuss any required leave with his supervisor at the earliest opportunity.
- 21.6 All requests for leave-of-absence permitted in these sections shall be sent to the General Manager, M.T.H.A.. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.
- 21.7.1 When an employee is elected as the Union's President or First Vice-president, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave-of-absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- 21.7.2 During the term of such leave-of-absence, the Union will reimburse the M.T.H.A. for the salary paid to the employee on such leave-of-absence and contribute the Employer's share of contributions to the Public Service Superannuation Fund and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave-of-absence. The Union will make the employer's contribution for Unemployment Insurance.

21.7.3 On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave-of-absence extending beyond the initial term of office of the President or First Vice-president shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave-of-absence.

ARTICLE 22 - LEAVE WITHOUT PAY

22.1 Leave-of-absence without pay and without the accumulation of credits may be granted to an employee by the General Manager, M.T.H.A. or designate.

ARTICLE 23 - LEAVE - SPECIAL

23.1 Leave-of-absence with pay may be granted for special or compassionate purposes to an employee for a period of:

- (a) not more than six (6) months with the approval of the General Manager; and
- (b) over six (6) months with the approval of the Housing Authority Board.

ARTICLE 24 - LEAVE - JURY DUTY

24.1 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may, at his option:

- (a) treat the absence as leave without pay and retain any fee he receives as a **juror** or as a witness; or
- (b) deduct the period of absence from his vacation leave-of-absence credits or his overtime credits and retain any fee he receives as a juror or **as a** witness; or
- (c) treat the absence as **leave** with pay and pay to the Metropolitan Toronto Housing Authority any Fee he has received as a juror or as a witness.

ARTICLE 25 - LEAVE - MILITARY SERVICE

25.1 The General Manager may grant leave-of-absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of Canadian Forces Reserve training.

ARTICLE 26 - LEAVE CREDITS REPORT

26.1 As soon as practicable following the end of each quarter, every employee shall be advised of the number of vacation and attendance credits to which he is entitled.

ARTICLE 27 - INFORMATION TO NEW EMPLOYEES

27.1 A newly hired employee shall be informed in writing whether his position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local union steward which shall be provided as per sub-section 20.6.4 of Article 20 (Grievance Procedure).

27.2 The Employer shall make sufficient copies of the Collective Agreement available to ensure that all employees have access to the Collective Agreement.

ARTICLE 28 - CHANGE OF ADDRESS

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

PART 8 - EMPLOYEE BENEFITS AND WAGES

ARTICLE 29 - APPLICATION OF PART 8,  
EMPLOYEE BENEFITS AND WAGES

29.1 The benefits described in Articles 30 to 46 and the wage scales as described in Appendix A apply to all Crown employees in the Metropolitan Toronto Housing Authority Bargaining Unit represented by the Ontario Public

Service Employees Union.

ARTICLE 30 - BASIC LIFE INSURANCE

30.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.

30.2 The basic life insurance plan shall provide:

(a) coverage equal to seventy-five percent (75%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;

(b) where an employe is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.

(c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

- 1/ Any standard life or endowment plans [without disability or double-indemnity benefits] issued by the Great-West Life Assurance Company.
- 2/ A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1 above.
- 3/ A term to age sixty-five (65) insurance plan.



- 30.3 The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).
- 30.4 Basic life insurance will terminate on the date an employee ceases to be a crown employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Public Service Superannuation Fund are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life,

ARTICLE 31 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 31.1 (a) Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- (b) The employee's Supplementary Life Insurance provides:
- (i) a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee.
- (ii) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be

made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in subsection 30.2 (c) of Article 30, Basic Life Insurance.

- 31.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e. for at least one (1) full day). In the event of a reduction in salary, an employee, at his option, may maintain the insurance coverage at the former higher level.
- 31.3 Supplementary Life Insurance will terminate at the earlier of either the date on which the employee ceases to be an employee or, if the employee continues to be employed after age 65, on the first day of the month coinciding with or next following the employee's 65th birthday, except where coverage is provided under total disability, as described in 31.1 (b) (i) above.
- 31.4 (a) 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.
- (b) Dependent Life Insurance will terminate at the earlier of either the date on which the employee ceases to be an employee or, if the employee continues to be employed after age 65, the first day of the month coinciding with or next following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent,
- (c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be

at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.'

- (d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in Full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.

31.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:

- appointment
- marriage, or.
- birth or adoption of employee's child

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

#### ARTICLE 32 - LONG TERM INCOME PROTECTION

32.1 The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.

32.2 (a) The Long Term Income Protection benefit is sixty-six and two-thirds percent ( $66 \frac{2}{3}$ ) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled, reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workers' Compensation benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age 65.

- (b) Effective January 1, 1986, the L.T.I.P. benefit under 32.2 (a) will be increased for each employee who commenced to receive L.T.I.P. benefits from and including January 1, 1981, to and including December 31, 1982, by \$25 per month in respect of each month the employee continues to receive L.T.I.P. benefits under the plan.

- (c) Long Term Income Protection benefits commence after a qualification period of six (6) months from the date of the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
  - (d) Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform any and every duty of his normal occupation during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform any and every duty of any gainful occupation for which he is reasonably fitted by education, training or experience.
- 32.3 The Employer will continue to make pension contributions and make premium payments for O.H.I.P., the Dental Plan and ~~Or~~ Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a W.C.B. award.
- 32.4 A record of employment, if required in order to claim Unemployment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as **termination** of employment.
- 32.5 Long Term Income Protection coverage will terminate on the date on which an employee ceases to be an employee. If the employee is totally disabled on the date his insurance terminates, he shall continue to be insured for that disability.
- 32.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.
- 32.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total

disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience.

The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another Employer.

- 32.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his earnings as at the date of commencement of total disability.
- 32.9 Employees while on rehabilitative employment with the Metropolitan Toronto Housing Authority will earn vacation credits as set out in Article 36, Vacation and Vacation Credits.
- 32.10 (a) When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 17, Job Security, with the exception of sub-section 17.3 shall apply.
- (b) An employee who is assigned, under this section, to a vacancy in accordance with sub-sections 17.2, of Article 17 shall, for a period of six (6) months, be paid at the same step he had attained in the salary range of the classification of the position he occupied prior to disability. At the end of that period he shall be paid at a rate within the salary range of the classification of the position to which he has been assigned.

ARTICLE 33 - ONTARIO HEALTH INSURANCE PLAN

- 33.1 The employer shall pay one hundred percent (100%) of each employee's Ontario Health Insurance Plan monthly premium. Benefits will be as provided by the O.H.I.P. plan.

ARTICLE 34 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 34.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan,
- 34.2 Effective January 1, 1987, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of thirty-five dollars (\$35) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:
- (a) Charges for accommodation, for employees 65 and over, in a licenced chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
  - (b) Charges made by a licenced hospital for out-patient treatment not paid for under a provincial plan;
  - (c) Charges for private-duty nursing in the employee's home, by a registered nurse who is not ordinarily resident in the employee's home, and who is not related to either the employee or his dependents, provided such registered nursing service is approved by a licenced physician or surgeon as being necessary to the employee's health care.
  - (d) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licenced and practicing within the scope of their licence), to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by O.H.I.P.;
  - (e) Charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
  - (f) Artificial limbs and eyes, crutches, splints, casts, trusses and braces;
  - (g) Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A

wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost;

- (h) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i) Oxygen and its administration;
- (j) Blood transfusions outside hospital;
- (k) Dental services and supplies, provided by a dental surgeon within a period of eighteen (18) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- (l) Hearing aids and eye glasses, if required as a result of accidental injury;
- (m) Charges for services of physicians, surgeons and specialists legally licenced to practice medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- (n) Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).

34.3 Effective September 15, 1982, the Employer agrees to pay 50% of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a \$10.00 (single) and \$20.00 (family) deductible in any calendar year and provides for vision care (maximum \$60.00 per person in any 24-month period) and the purchase of hearing aids (maximum \$200 per person once only) equivalent to the vision and hearing component of the Blue Cross Extended Health Care Plan.

34.4 It is not necessary for an employee or dependents to be

confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his dependent is confined to hospital on the date his Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

- 34.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his last pay from the Employer, except as provided in Section 32.3 of Article 32, Long Term Income Protection. If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel section. The employee shall pay the full premium.

ARTICLE 35 - INSURED BENEFITS PLANS - GENERAL

COMMENCEMENT OF COVERAGE

- 35.1 Employees will be insured for Basic Life supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective upon the completion of two (2) months of employment. Monthly premiums for O.H.I.P. are paid by the Employer commencing with the month the employee is appointed to staff for coverage which starts three (3) months later.

COVERAGE DURING LEAVE-OF-ABSENCE WITHOUT PAY

- 35.2 During leaves-of-absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, O.H.I.P. and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the M.T.H.A. personnel or payroll section.

DAYS OF GRACE

- 35.3 There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.



ARTICLE 36 - VACATIONS AND VACATION CREDITS

- 36.1.1 Effective January 1, 1987, an employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first nine (9) years of continuous service;
  - (b) One and two-thirds (1-2/3) days per month after nine (9) years of continuous service;
  - (c) Two and one-twelfth (2-1/12) days per month after seventeen (17) years of continuous service.
  - (d) Two and one-half (2-1/2) days per month after thirty (30) years of continuous service.
- 36.1.2 Effective January 1, 1988, an employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
  - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
  - (c) Two and one-twelfth (2-1/12) days per month after sixteen (16) years of continuous service;
  - (d) Two and one-half (2-1/2) days per month after twenty-nine (29) years of continuous service.
- 36.2 An employee is entitled to vacation credits under section 36.1 in respect of a month or part thereof in which he is at work or on leave with pay.
- 36.3 An employee is not entitled to vacation credits under section 36.1 in respect of a whole month in which he is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.
- 36.4 An employee shall be credited with his vacation for a calendar year at the commencement of each calendar year.
- 36.5 An employee may accumulate vacation to a maximum of twice his annual accrual but shall be required to reduce his accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 36.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar

year, but shall not be permitted to take vacation until he has completed six (6) months of continuous service.

- 36.7 An employee with over six (6) months of continuous service may, with the approval of the Employer, take vacation to the extent of his vacation entitlement and his vacation credits shall be reduced by any such vacation taken.
- 36.8 Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, Five (5) days of vacation to his accumulated vacation entitlement.
- 36.9 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he attains sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he attains the age of sixty-five (65) years.
- 36.10 Where an employee leaves prior to the completion of six (6) months service as computed in accordance with section 36.6, he is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his employment.
- 36.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his credit at the date he ceases to be an employee, or at the date he qualifies for payments under the Long Term Income Protection Plan as defined under Article 32, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 36.12 An employee who has completed his probationary period shall, upon giving at least one (1) month written notice receive, before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:
- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation:
  - (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the one (1) month period immediately preceding commencement

of his vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;

- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.

ARTICLE 37 - HOLIDAYS

- 37.1 An employee shall be entitled to the following holidays each year:

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

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

- 37.2 When a holiday specified in section 37.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

ARTICLE 38 - BEREAVEMENT LEAVE

- 38.1 An employee who would otherwise have been at work shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of his spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

ARTICLE 39 - MATERNITY LEAVE

- 39.1 The Employer shall grant leave-of-absence without pay and without accumulation of credits for the purpose of childbirth to a female employee who has served more than one (1) year.
- 39.2 The leave-of-absence shall be in accordance with the provisions of The Employment Standards Act.
- 39.3.1 An employee entitled to maternity leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 39.3.2 In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the maternity leave, and
  - (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UII 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 classification, which she was receiving on the last day worked prior to the commencement of the maternity leave.
- 39.3.3 Notwithstanding 39.3.2 (a) and (b), where an employee assigned to a vacancy in accordance with Article 12.6.2 (Health and Safety - VDT's) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the last day worked prior to the maternity leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.
- 39.4 Notwithstanding Article 15.2 (Insured Benefits Plans-

General), an employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage continued during the period she receives the maternity leave allowance.

- 39.5 If requested, in writing, at least four (4) weeks prior to the date of expiry of her maternity leave, an employee shall be entitled to a leave-of-absence without pay of up to six (6) months.
- 39.6.1 A female employee returning from a leave-of-absence under section 39.1 or 39.5 shall be assigned to her former classification and be paid at the step in the salary range that she had attained when the leave-of-absence was granted.
- 39.6.2 Notwithstanding Article 39.6.1, an employee who has been assigned in accordance with Article 12.6.2 and who returns to her bargaining unit from a leave-of-absence under this Article, shall be assigned to a position in the same classification as the position she occupied immediately prior to the assignment under Article 12.6.2 and be paid at the step in the salary range that she had attained immediately prior to the assignment under Article 12.6.2.
- 39.7 Notwithstanding 39.3.2 (a) and (b), and 39.3.3, effective January 1, 1984, the Supplemental Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the maternity, including any retroactive salary adjustment to which she may become entitled.

#### ARTICLE 40 - ADOPTION LEAVE

- 40.1 An employee who has served more than one (1) year shall, upon application, be granted by the Employer leave-of-absence without pay and without accumulation of credits of **up to** seventeen (17) weeks for the adoption of a child.

#### ARTICLE 41 - SHORT TERM SICKNESS PLAN

- 41.1 An employee who is unable to attend to his duties due to sickness or injury is entitled to leave-of-absence with pay as follows:
- (a) with regular salary for the first six (6) working days of absence

(b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence in each calendar year.

- 41.2 An employee is not entitled to leave-of-absence with pay under section 41.1 of this Article until he has completed twenty (20) consecutive working days of employment.
- 41.3 Where an employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, he is not entitled to leave-of-absence with pay under section 41.1 of this Article for more than one hundred and thirty (130) working days in the two (2) years until he has returned to work for twenty (20) consecutive working days.
- 41.4 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under section 41.1 of this Article must complete twenty (20) consecutive working days before he is entitled to further leave under section 41.1 in the next calendar year.
- 41.5 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

#### USE OF ACCUMULATED CREDITS

- 41.6 An employee on leave-of-absence under sub-section 41.1 (ii) of this Article may, at his option, have one-quarter (1/4) of a day deducted from his accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.
- 41.7 An employee who is absent from his duties due to sickness or injury beyond the total number of days provided for in section 41.1 of this Article shall have his accumulated attendance credits reduced by a number of days equal to such absence and he shall receive regular pay for that period.
- 41.8 Section 41.7 does not apply to an employee when he qualifies for and elects to receive benefits under the Long Term Income Protection Plan.
- 41.9 Where, for reasons of health, an employee is frequently

absent or unable to perform his duties, the Employer may require him to submit to a medical examination at the expense of the Employer.

- 41.10 After five (5) days' absence caused by a sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's immediate supervisor certifying that the employee is unable to attend to his official duties.

Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

- 41.11 Employees returning from L.T.I.P. to resume employment in accordance with Article 42.10 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

- 41.12 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

#### ATTENDANCE REVIEW MEETINGS

- 41.13 Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before the Grievance Settlement Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have union representation at that interview, and the employee either had such union representation or declined that representation in writing prior to the interview.

ARTICLE 42 - TERMINATION PAYMENTS

42.1 An employee whose seniority commences from a date prior to January 1, 1970 and who ceases to be an employee is entitled to be paid an amount in respect of his accumulated attendance credits for continuous service up to and including March 31, 1978 in an amount computed by multiplying half of the number of days of his accumulated attendance credits at the date he ceases to be an employee by his annual salary at the date he ceases to be an employee and dividing the product by 261. For the period from April 1, 1978, the benefits described under section 42.4 shall apply.

42.2 Notwithstanding section 42.1, an employee whose seniority commences from a date on or after October 1, 1965 and before January 1, 1970 who ceases to be an employee because of:

- (a) death:
- (b) retirement pursuant to,
  - (i) the attainment of age 65, or
  - (ii) section 12 or 18 of The Public Service Superannuation Act: or
- (c) release from employment due to shortage of work or funds or the abolition of a position or other material change in organization,

is entitled to receive, for continuous service up to and including March 31, 1978.

- (d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before January 1, 1970 and one (1) week of salary for each year of continuous service from and including January 1, 1970: or
- (e) the amount in respect of his accumulated attendance credits computed in accordance with section 42.1

whichever is the greater, but he is not entitled to receive both of these benefits.

For the period from April 1, 1978, the benefits described under section 42.4 shall apply.

42.3 An employee whose seniority commences from a date on or after January 1, 1970 is entitled to severance pay for each year of continuous service up to and including



March 31, 1978,

(a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,
  - 1/ the attainment of age 65, or
  - 2/ section 12 or 18 of The Public Service Superannuation Act, or

(iii) release from employment due to shortage of work or funds or the abolition of a position or other material change in organization,

in an amount equal to one (1) week of salary for each year of service, or

(b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,

- (i) dismissal for cause, or
- (ii) abandonment of position,

in an amount equal to one (1) week of salary for each year of continuous service.

For the period from April 1, 1978, the benefits described under section 42.4 shall apply.

42.4

An employee,

(a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,
  - 1/ the attainment of age 65, or
  - 2/ section 12 or 18 of The Public Service Superannuation Act, or
- (iii) release from employment due to shortage of work funds or abolition of a position or other material change in organization, or

(b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than,

- (i) dismissal for cause, or
- (ii) abandonment of position,

is entitled to severance pay for continuous service from and after the implementation date of the Short Term Sickness Plan equal to one (1) week of salary for each year of service.

- 42.5 An employee on probationary staff, other than an employee whose seniority commences from a date prior to January 1, 1970, is not entitled to severance pay under sections 42.2, 42.3 or 42.4.
- 42.6
- (1) The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary of the employee at the date when he ceases to be an employee.
  - (2) The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when he ceases to be an employee.
  - (3) where a computation for severance pay involves pay of a year, the computation of that part shall be made on a monthly basis, and,
    - (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
    - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 42.7 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period:
- (a) when he is on leave-of-absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in his service, i.e.:
    - (1) Political Activity
    - (2) Lay-off (Article 17, Job Security)
    - (3) Educational Leave
  - (b) when he is receiving benefits under the Long Term Income Protection Plan:
  - (c) after the first six (6) months that he is receiving

benefits pursuant to an award under The Worker's Compensation Act, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

- 42.8 An employee may receive only one (1) termination payment for a given period of service.
- 42.9 Notwithstanding section 42.8, an employee who has been released in accordance with Article 17 (Job Security), and who is subsequently re-appointed in accordance with section 18.2 of Article 18 (Seniority), may, at his option, repay any termination payments received under this Article to the Metropolitan Toronto Housing Authority, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

ARTICLE 43 - WORKERS' COMPENSATION

- 43.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under The Workers' Compensation Act, his salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which he is entitled under sections 41.1 and 41.6 of Article 41, Short Term Sickness Plan, shall be an amount owing by the employee to the employer.
- 43.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under The Workers' Compensation Act, his salary shall continue to 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, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against his credits.
- 43.3 Where an award is made under The Workers' Compensation Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in section 43.2 and the employee has accumulated credits, his regular salary may be paid and the difference between the regular salary paid after the

period set out in section 43.2 and the compensation awarded shall be converted to its equivalent time and deducted from his accumulated credits.

- 43.4 Where an employee receives an award under The Workers' Compensation Act, and the award applies for longer than the period set out in section 43.2 (i.e. three (3) months), and the employee has exhausted all attendance credits, the Employer will continue subsidies for Basic Life, L.T.I.P., O.H.I.P., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

ARTICLE 44 - SPECIAL AND COMPASSIONATE LEAVE

- 44.1 The General Manager or designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds.
- 44.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

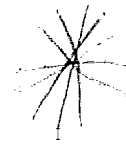
ARTICLE 45 - ENTITLEMENT ON DEATH

- 45.1 Where an employee who has served more than six (6) months dies, there shall be paid to his personal representative or, if there is no personal representative, to such person as the employer determines, the sum of,
- (a) one-twelfth (1/12) of his annual salary; and
  - (b) his salary for the period of vacation leave-of-absence and overtime credits that have accrued.
- 45.2 Where an employee dies, there shall be paid to his personal representative or, if there is no personal representative, to such person as the Employer determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 42, Termination Payments.
- Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of his annual salary.

ARTICLE 46 - DENTAL PLAN

46.1 BENEFITS

- (a) This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridge work, removable partial or complete dentures).
- (b) (i) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.  
  
(ii) The Employer shall pay the full premium under this plan on the basis of seventy-five percent/twenty-five percent (75%-25%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee seventy-five percent (75%) based on the current Ontario Dental Association Schedule of Fees.
- (c) Effective January 1, 1987, the Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%-50%) co-insurance up to a lifetime maximum benefit of two thousand dollars (\$2,000) for the insured employee and each eligible dependent.
- (d) Except for benefits described under Section 46.2, eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are



dependent.

- 46.2 Effective January 1, 1988, the Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%-50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of two thousand dollars (\$2,000) for each such dependent unmarried child.

ELIGIBILITY

- 46.3 Employees are eligible for coverage on the day following which the employee has completed two (2) months of continuous service.

CANCELLATION

- 46.4 All coverage under this plan will cease on the date of termination of employment.

PART C - GENERAL

NEGOTIATIONS

- 47.1 The Employer and the Union agree to share equally the cost of printing the collective agreement and the cost of meeting rooms used during negotiations.

TERM OF AGREEMENT

- 48.1 The Agreement covers the period from January 1, 1986 until December 31, 1988. The effective date of any changes to the terms of this agreement from the previous Agreement, unless, otherwise indicated, shall be from the date of the signing of the statement of intent (October 19, 1987).

The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement, in accordance with Section 22 of the Crown Employees Collective Bargaining Act, 1980, Chapter 108.

FOR THE EMPLOYER

FOR THE UNION

22/04/88 \_\_\_\_\_  
Date Signature

22/04/88 \_\_\_\_\_  
Date Signature

22/4/88 \_\_\_\_\_  
Date Signature

22/4/88 \_\_\_\_\_  
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22/4/88 \_\_\_\_\_  
Date Signature

Andrew Todd  
F. Upsho

## APPENDIX "A"

CLASSIFICATION AND WAGE SCALESOFFICE ADMINISTRATION 1 (SEMI-ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	9.34	9.55	9.79	10.03	10.28
RATE EFFECTIVE JAN. 1/87	9.80	10.02	10.26	10.51	10.77

OFFICE ADMINISTRATION 2 (SEMI-ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	9.52	9.76	10.00	10.25	10.52
RATE EFFECTIVE JAN. 1/87	9.98	10.23	10.48	10.74	11.02

OFFICE ADMINISTRATION 3 (SEMI-ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	9.76	10.00	10.26	10.52	10.78
RATE EFFECTIVE JAN. 1/87	10.23	10.48	10.75	11.02	11.29

OFFICE ADMINISTRATION 4 (SEMI-ANNUAL MERIT ADJUSTMENT TO STEP 4, THEN ANNUAL)

RATE EFFECTIVE JAN. 1/86	10.00	10.26	10.52	10.78	11.05
RATE EFFECTIVE JAN. 1/87	10.48	10.75	11.02	11.29	11.58

OFFICE ADMINISTRATION 5 (SEMI-ANNUAL MERIT ADJUSTMENT TO STEP 3, THEN ANNUAL)

RATE EFFECTIVE JAN. 1/86	10.28	10.55	10.81	11.08	11.37
RATE EFFECTIVE JAN. 1/87	10.77	11.06	11.33	11.61	11.91

OFFICE ADMINISTRATION 6 (SEMI-ANNUAL MERIT ADJUSTMENT TO STEP 2, THEN ANNUAL)

RATE EFFECTIVE JAN. 1/86	10.57	10.84	11.10	11.41	11.70
RATE EFFECTIVE JAN. 1/87	11.08	11.36	11.63	11.95	12.25



OFFICE ADMINISTRATION 7

RATE EFFECTIVE JAN. 1/86	<b>10.90</b>	11.18	11.48	11.80	12.13
RATE EFFECTIVE JAN. 1/87	11.42	11.71	12.02	12.36	12.70

OFFICE ADMINISTRATION 8

RATE EFFECTIVE JAN. 1/86	<b>11.37</b>	11.66	11.98	12.30	12.65
RATE EFFECTIVE JAN. 1/87	11.91	<b>12.21</b>	12.54	12.88	13.24

OFFICE ADMINISTRATION 9

RATE EFFECTIVE JAN. 1/86	11.99	12.30	12.62	12.96	13.33
RATE EFFECTIVE JAN. 1/87	<b>12.55</b>	12.88	13.21	13.56	13.95

OFFICE ADMINISTRATION 10

RATE EFFECTIVE JAN. 1/86	12.69	13.05	13.45	13.84	14.26
RATE EFFECTIVE JAN. 1/87	13.28	13.66	14.07	14.48	14.91

OFFICE ADMINISTRATION 11

RATE EFFECTIVE JAN. 1/86	13.94	14.40	14.88	15.39	15.91
RATE EFFECTIVE JAN. 1/87	14.58	15.06	<b>15.56</b>	16.09	16.63

OFFICE ADMINISTRATION 12

RATE EFFECTIVE JAN. 1/86	15.32	<b>15.85</b>	16.38	16.97	17.52
<b>RATE EFFECTIVE JAN.</b> 1/87	<b>16.02</b>	16.57	<b>17.12</b>	17.73	18.30

OFFICE ADMINISTRATION 13

RATE EFFECTIVE JAN. 1/86	<b>16.50</b>	17.08	17.65	18.29	18.89
RATE EFFECTIVE JAN. 1/87	17.24	17.85	18.44	19.10	19.73

COMMUNITY DEV'T OFFR. 1 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	459.48	473.61	487.91	503.48	520.19	539.98
RATE EFFECTIVE JAN. 1/87	481.76	496.27	510.95	526.93	544.09	561.32

COMMUNITY DEV'T OFFR. 2 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	607.51	627.82	649.34	670.85	700.14	730.06
RATE EFFECTIVE JAN. 1/87	633.73	654.58	676.67	698.76	728.82	759.54

COMMUNITY DEV'T OFFR. 3 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	662.50	688.19	718.08	749.20	781.45
RATE EFFECTIVE JAN. 1/87	690.18	716.56	747.24	779.19	812.30

WELFARE FIELD WORKER 1 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	450.93	464.92	479.60	494.26	510.11
RATE EFFECTIVE JAN. 1/87	472.99	487.35	502.42	517.47	533.74

WELFARE FIELD WORKER 2 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	506.39	522.49	539.84	557.18	574.48
RATE EFFECTIVE JAN. 1/87	529.92	546.45	564.26	582.06	599.82

PURCHASING OFFICER 1 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	451.41	464.42	479.20	494.62	510.54
RATE EFFECTIVE JAN. 1/87	473.48	486.83	502.01	517.84	534.18

SERVICES OFFICER 1 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	642.39	663.97	686.86
RATE EFFECTIVE JAN. 1/87	670.46	692.99	716.88

SERVICES SUPERVISOR 2 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	712.25	737.18	764.15
RATE EFFECTIVE JAN. 1/87	743.38	769.39	797.54

MOTOR VEHICLE OPERATOR 1 (SEMI-ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	438.00	449.20
RATE EFFECTIVE JAN. 1/87	457.20	468.80

MAINTENANCE SUPT. 3 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	620.26	641.68	664.50
RATE EFFECTIVE JAN. 1/87	647.37	669.72	693.54

ASSISTANT PROJECT MANAGER (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	448.39	465.26	482.15	499.07	515.23
RATE EFFECTIVE JAN. 1/87	470.38	487.70	505.04	522.41	539.00

DRAFTER 2 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	478.34	492.67	507.05	522.42	538.32
RATE EFFECTIVE JAN. 1/87	500.15	514.74	529.38	545.02	561.21

COMMUNITY PLANNER 4 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE JAN. 1/86	703.26	734.84	769.00	804.36	842.28
RATE EFFECTIVE JAN. 1/87	732.60	765.50	801.08	837.92	877.42

PURCHASING OFFICER 2 (ANNUAL MERIT ADJUSTMENT)

RATE EFFECTIVE <b>MAY</b> 1/87	552.88	570.43	588.01	606.71	626.55
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APPENDIX "B"

ARTICLE 20 - GRIEVANCE PROCEDURE

RELEASE OF INFORMATION - INSURED BENEFITS GRIEVANCE

TO \_\_\_\_\_  
(Name of Insurance Carrier for benefit claimed)

**THIS SHALL BE YOUR AUTHORITY** to deliver immediately to the Employer, in care of the Metropolitan Toronto Housing Authority Personnel Section, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other paper prepared by any person, in your possession in connection with my claim dated \_\_\_\_\_, for \_\_\_\_\_ during my employment with the Metropolitan Toronto Housing Authority.  
(specify benefit claimed)

Date \_\_\_\_\_

Employee Signature \_\_\_\_\_

APPENDIX "C"HOURS OF WORK AND OVERTIME

The schedule under which a classification falls determines the Hours of Work and Entitlement to Overtime for employees in that classification.

- Schedule 3: Office Administration Group -  
Levels 1,2,3,4,5,6,7,8,9,10,11  
Drafter 2  
Purchasing Officer 2  
Services Officer 1  
Services Supervisor 2  
Welfare Field Worker 1, 2
- Schedule 4: Motor Vehicle Operator 1
- Schedule 6: Assistant Property Manager  
Community Development Officer 1, 2, 3  
Community Planner 4  
Maintenance Superintendent 3
- Schedule 7: Office Administration Group -  
Levels 1,2,3,4,5,6,7,8,9,10,11  
Drafter 2  
Services Officer 1  
Services Supervisor 2  
Welfare Field Worker 1, 2

HOURS OF WORK

- Schedule 3 36 1/4 hours per week
- Schedule 4 40 hours per week
- Schedule 6 Shall vary in accordance with the requirements of the classification but shall not **be** less than 36 1/4

OVERTIME

- Schedule 3 (not in Schedule 7 • - 1 1/2 hours of compensating leave for each hour of work performed per week in excess of 36 1/4 hours.
- Schedule 4 (not in Schedule 7 • - 1 1/2 hours of compensating leave for each hour of work performed per week in excess of 40 hours.
- Schedule 6 Not entitled to overtime or time in lieu. If work on **regular** day off or statutory holiday, entitled to equivalent time off.
- Schedule 7 Entitled to payment for overtime at rate of 1 1/2 times hourly rate for each hour of **work** performed in excess of that prescribed for classification.

\* The General Manager may authorize payment in lieu of compensating time for overtime.

Memorandum of Understanding

Re: O.H.C. - H.T.H.A. - O.P.S.E.U. Local 592

Wage Re-opener - 1988

The Employer and the Union agree to discuss wage adjustments to Appendix "A" for the period of January 1, 1988 to December 31, 1988, following settlement and ratification of the wage categories applicable to Civil and Public Servants of the Province of Ontario.

The parties further agree to implement the appropriate wage adjustments, as soon as possible, following final settlement of each applicable wage category.

G. Griffin  
For the Union

Lynn Weider  
For the Employer

DATED this 22 day of APRIL, 1988