

Collective Agreement

between

Ontario Public Service Employees Union
and its Local 592

AND

Metro Toronto Housing Corporation
Professional, Office & Clerical Employees

Duration: January 1, 2001 TO: December 31, 2001



INDEX

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
<u>PART A - WORKING CONDITIONS</u>		
A	Employment Equity	2
B	No Discrimination	2
C	Management Rights	2
1	Recognition	3
	1.1(b) Contract Employees	
2	Check-off of Union Dues	6
3	Labour Management Committee	6
4	Posting and Filling of Vacancies or New Positions	6
	4.1 Posting	
	4.2 Notice	
	4.3 Filling a Vacancy	7
	4.3.1 Employment Equity	
	4.4 Time Off	
	4.5 Modifications for Disability	
5	Pay Administration	7
	5.1.1 Promotion	
	5.1.2 Salary Treatment	
	5.1.3 Anniversary Date	
	5.2.1 Reorganization	8
	5.2.2 Appointment	
	5.3 Reclassification	
	5.4.1 Lower Maximum Salary	
	5.5 Reclassification/Health	
	5.6 Salary on Demotion	
	5.8 New Classifications	9
6	Acting Assignments	9
	6.1.1 Acting Pay	
	6.2 Lower Salary Maximum	
	6.5 Bargaining Unit Rights	
	6.6.1 Posting Temporary Assignments	
7	Hours of Work	10
	7.1 Normal Hours	
	7.2 Hours of Work Arrangements	
	7.3.1 Job Sharing	

RECEIVED
SEP 20 2002

8	<i>Days Off</i>		10
9	<i>Rest Periods</i>		11
10	<i>Overtime</i>		11
	10.1	<i>Entitlement</i>	
	10.2	<i>Overtime Rate</i>	
	10.3	<i>Definition</i>	
	10.4	<i>Compensating Leave</i>	
	10.6	<i>Payment Period</i>	
	10.7	<i>Compensating Leave Period</i>	
11	<i>Meal Allowance</i>		11
12	<i>Health and Safety and Video Display Terminals</i>		11
	12.1	<i>Working Environment</i>	
	12.2	<i>Safety Equipment/Protective Clothing</i>	
	12.3	<i>Supply & Maintenance of Apparel</i>	12
	12.4	<i>VDT Breaks</i>	
	12.5	<i>Eye Examinations</i>	
	12.6.1	<i>Reassignment During Pregnancy</i>	
	12.7	<i>VDT Work Stations</i>	13
13	<i>Holiday Payment</i>		13
	13.1	<i>Rate of Payment</i>	
	13.2	<i>Payment or Compensating Leave</i>	
	13.3	<i>Entitlement to Day Off</i>	
	13.4	<i>Authorization</i>	
14	<i>Non-Pyramiding of Premium Payments</i>		14
15	<i>Mileage Rates Expressed in Kilometres</i>		14
	15.1	<i>Rates</i>	
	15.2	<i>Accumulation of Kilometres</i>	
	15.3	<i>Car not a Condition of Employment</i>	
16	<i>Time Credits While Travelling</i>		14
	16.1	<i>Time Outside of Working Hours</i>	
	16.2	<i>Public Carrier</i>	
	16.3	<i>Travel by Automobile</i>	
	16.4	<i>Sleeping Accommodation</i>	
	16.5	<i>Travel on Days Off</i>	
	16.6	<i>Payment for Travel Time</i>	
17	<i>Job Security</i>		15
	17.1.1	<i>Definition</i>	
	17.2.1	<i>Notice of Lay-off</i>	
	17.3	<i>Entitlement Upon Notice of Surplus</i>	
	17.4	<i>Vacancy</i>	15
	17.5	<i>Assignment to a Vacancy</i>	
	17.6	<i>Attendance at a Placement Interview</i>	
	17.8.1	<i>Displacement</i>	
	17.9	<i>Intent to Displace</i>	17
	17.11	<i>Displaced Employee Rights</i>	

	17.12.1	<i>Re-training</i>	
	17.15.1	<i>Appointment to Temporary Vacancy</i>	18
	17.16.1	<i>Appointment After Release</i>	19
	17.16.3	<i>Loss of Recall Rights</i>	
	17.18.1	<i>Technological Change</i>	19
	17.18.2	<i>Joint Consultation</i>	
	17.19	<i>No New Hires</i>	
	17.20	<i>Eligibility for Part-time Positions</i>	
18	<i>Voluntary Exit Option</i>		20
	18.1	<i>Submit Request</i>	
	18.6	<i>Request Approval</i>	20
	18.7	<i>Notice Period</i>	
	18.9	<i>Forfeit Entitlements</i>	
19	<i>Seniority</i>		21
	19.1	<i>Probationary Period</i>	
	19.2	<i>Seniority Upon Recall</i>	
	19.3	<i>Loss of Seniority</i>	
20	<i>Closure/Reorganization/Contracting Out</i>		21
	20.1	<i>Notice</i>	
	20.2	<i>Committee</i>	
21	<i>Grievance & Arbitration Procedure</i>		22
	21.1	<i>Intent</i>	
	21.2.1	<i>Complaint Stage</i>	
	21.3.1	<i>Stage One</i>	22
	21.3.2	<i>Stage Two</i>	
	21.4	<i>Arbitration</i>	
	21.5	<i>General</i>	
	21.6.1	<i>Time Off Grievor</i>	
	21.6.3	<i>Time Off Union Steward</i>	24
	21.7	<i>Lay-off</i>	
	21.8.1	<i>Discipline and Dismissal</i>	
	21.9.1	<i>Insured Benefits Grievance</i>	
	21.10.1	<i>Sexual Harassment</i>	25
	21.11.1	<i>Classification Grievance</i>	26
	21.12	<i>Union Grievance</i>	
	21.13	<i>General</i>	
	21.17	<i>Disciplinary Record</i>	27
	21.18.1	<i>Expedited Arbitration</i>	
	21.19.1	<i>Mediation/Arbitration</i>	
22	<i>Leave- Union Activities</i>		28
	22.1	<i>Convention Leave</i>	
	22.2.1	<i>Negotiations</i>	
	22.2.2	<i>Caucus Time</i>	
	22.3	<i>Union Demand Setting</i>	
	22.4.1	<i>Executive Board/Executive Officer Leave</i>	
	22.8.1	<i>Local 592 Leave</i>	29
23	<i>Leave Without Pay</i>		30

24	Leave- Special 24.2.1	Self Funded Leave	30
25	Leave- Jury Duty		30
26	Leave- Military Service		31
27	Leave Credits Report		31
28	Information to New Employees		31
29	Change of Address		31

PART B • EMPLOYEE BENEFITS AND WAGES

30	Application of Part B		31
31	Basic Life Insurance		31
	31.1	Premiums	
	31.2	Plan	31
	31.3	Adjustment	
	31.4	Termination	
32	Supplementary and Dependent Life Insurance		32
	32.1	(a) Premiums	
		(b) Plan	
	32.2	Adjustment	
	32.3	Termination	
	32.4	Dependents	
33	Supplementary Health and Hospital Insurance		34
	33.1	Premiums	
	33.2	Plan	
	33.3	Vision and Hearing Aid Plan	35
	33.5	Coverage on Total Disability	
34	Insured Benefits Plans - General		36
	34.1	Commencement of Coverage	
	34.2	Coverage During Leave Without Pay	
	34.3	Days of Grace	
35	Vacations and Vacation Credits		36
	35.1	Vacation Accrual	
	35.2	Entitlement	36
	35.8	Twenty-Five Years	
	35.12	Advance	37
36	Holidays		38
	36.1	Statutory Holidays	
37	Bereavement Leave		38
	37.1	Entitlement- 3 Days	
	37.2	Entitlement- 1 Day	

	37.3	<i>Extension</i>	
38		<i>Pregnancy/Parental Leave</i>	39
	38.1	<i>Definition of Pregnancy Leave</i>	
	38.1.2	<i>Definition of Parental Leave</i>	
	38.3.1	<i>SUB Plan Payments</i>	
	38.4.1	<i>Accrual of Seniority</i>	40
	38.4.2	<i>Benefit Plan Premiums</i>	
	38.5	<i>Extended Parenting Leave</i>	
	38.6.1	<i>Return to Work</i>	40
39		<i>Short Term Sickness Plan and Long Term Income Protection Plan</i>	41
	39.1	<i>Definition of Plan</i>	
	39.2	<i>Entitlement</i>	
	39.3	<i>Calendar Year Entitlement</i>	
	39.6	<i>Use of Accumulated Credits</i>	
	39.9	<i>Medical Examination</i>	41
	39.10	<i>Doctor's Letter</i>	
	39.13	<i>Attendance Review Meetings</i>	
	39.14	<i>Premiums</i>	
	39.15	<i>Payments</i>	42
	39.16	<i>Benefit Payments</i>	
	39.17	<i>EI Record</i>	
	39.18	<i>Termination</i>	
	39.19	<i>Recurrence of Disability</i>	
	39.20	<i>Rehabilitative Employment</i>	43
	39.21	<i>Reduction of L TIP Benefits</i>	
	39.23	<i>Assignment to Position</i>	
40		<i>Termination Payments</i>	44
41		<i>Workers' Compensation</i>	47
	41.1	<i>Salary Continuance</i>	
	41.3	<i>Use of Credits</i>	
	41.4	<i>Benefit Premiums</i>	47
42		<i>Special and Compassionate Leave</i>	47
43		<i>Entitlement on Death</i>	47
44		<i>Dental Plan</i>	48
	44.1	(a) <i>Definition of Plan</i>	
		(b) <i>ODA fee schedule</i>	
		(c) <i>Payment of Premiums</i>	
		(d) <i>Dependents</i>	
	44.2	<i>Orthodontics</i>	48
	44.3	<i>Major Restorative</i>	
	44.4	<i>Eligibility</i>	
	44.5	<i>Cancellation</i>	

PART C- REGULAR PART-TIME EMPLOYEES

45	<i>Regular Part-Time Employees</i>	49
46	<i>Hours of Work</i>	50
47	<i>Pay and Benefits Administration</i>	50
48	<i>Overtime</i>	50
49	<i>Basic Life Insurance</i>	51
50	<i>Long Term Income Protection</i>	51
51	<i>Supplementary Health and Hospital Insurance</i>	51
52	<i>Vacation and Vacation Credits</i>	52
53	<i>Holidays</i>	52
54	<i>Bereavement Leave</i>	52
55	<i>Short Term Sickness Plan</i>	52
56	<i>Termination Payments</i>	53
57	<i>Dental Plan</i>	55
58	<i>Workers Compensation</i>	55
59	<i>Seniority (Length of Continuous Service)</i>	55

PART D- GENERAL

60	<i>Negotiations</i>	56
61	<i>No Strike or Lock-Out</i>	56
62	<i>Term of Agreement</i>	56
<i>Appendix A</i>	<i>Wages</i>	57
<i>Appendix B</i>	<i>Release of Information • Insured Benefits Grievance</i>	67
<i>Appendix C</i>	<i>Letter of Understanding Re: <u>Lateral Transfers</u></i>	68
<i>Appendix D</i>	<i>Letter of Understanding • Contracting Out</i>	69

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 A - EMPLOYMENT EQUITY

A.1 The Union and the Employer are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity principles.

It is recognized that the Employment Equity program and ideals shall be incorporated in the areas of ongoing recruitment, training and promotional activities and in accordance with Section 13 of the Ontario Human Rights Code, shall not be considered a contravention of the Code.

ARTICLE B - NO DISCRIMINATION

B.1 There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap as defined by the Ontario Human Rights Code.

This Agreement recognizes the parties legal duty to abide by the Ontario Human Rights Code, including the duty to accommodate.

B.2 There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Union.

ARTICLE C - MANAGEMENT RIGHTS

The parties agree that it is the exclusive function of the employer to manage the organization subject to the terms of the collective agreement.

Management's rights include, but are not limited to, the following:

- a) determine function, complement, organization and location;
- b) determine assignment of work, work methods and procedures;
- c) hire, classify, promote, demote, layoff, assign, recall, appoint, appraise, train, transfer, discharge, suspend or otherwise discipline subject to an employee's right to lodge a grievance as provided for in this Agreement.
- d) select, install and require the operation of any equipment or machinery

Management agrees that these functions will be exercised in a fair and reasonable manner.

ARTICLE 1 - RECOGNITION

1.1(a) In accordance with The Ontario Labour Relations Act the Ontario Public Service Employees Union is recognized as the exclusive collective bargaining agent for all office, clerical and professional employees of the Metro Toronto Housing Corporation save and except those employees covered by subsisting collective agreements, seasonal employees*, students employed during the student's regular vacation period or on a cooperative educational training program, contract employees employed for less than 30 calendar days, and those persons who are not employees within the meaning of OLRA.

* Seasonal employees are those hired for a time limited period to perform work normally associated with a particular season. Such employees may have variable hours and are performing work not described in class standards in this Agreement.

Contract Employees

1.1(b) i) A contract employee is a bargaining unit employee **as** defined in 1.1 (a), who is hired:

- to replace a permanent or probationary employee who is temporarily absent, or
- to perform bargaining unit work for temporary periods of more than thirty (30) days but not normally in excess of eighteen (18) months.

Management will provide to the union a semi-annual listing of all contract employees, their classifications, date of hire, and termination dates of contracts.

i) Such contract employees covered by this Article and working full-time hours are only covered by the following terms of this Agreement:

Article A	Employment Equity
Article B	No Discrimination
Article C	Managements Rights
Article 1	Recognition
Article 2	Check-Off of Union Dues
Article 4.1	Posting and Filling of Vacancies or New Positions
Article 4.4	Posting and Filling of Vacancies or New Positions
Article 6	Acting Assignments
Article 9.1	Rest Periods
Article 11.1	Meal Allowance
Article 12.1	Health and Safety and Video Display Terminals
Article 61	No Strike or Lock-out
Article 62	Term of Agreement .
Appendix A	Position-Classification Wage Scale

The following provisions also apply to contract employees working full-time hours:

Overtime

Overtime shall be paid to employees who work greater than **40** hours in a work week.

Holiday Pay

Four percent (**4%**) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 36.1.

Vacation Pay

Four percent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

Attendance Credits

Full-time employees who work thirty-six and one-quarter (36 1/4) hours per week shall earn attendance credits of one and one-quarter (1-1/4) days for each calendar month of full attendance. Attendance credits may be used only in the event that an employee is unable to attend to work by reason of illness or injury.

-Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted to employees under the terms of the Employment Standards Act.

Bereavement Leave

An employee who is scheduled to work more than twenty-four (**24**) hours a week and 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 their spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian. However, in the event of the death of their sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, only one (**1**) day's leave of absence with pay shall be allowed.

(iii) Such contract employees covered by **this** Article and working part-time hours are only covered by the following terms of this Agreement:

Article A	Employment Equity
Article B	No Discrimination
Article C	Managements Rights
Article 1	Recognition
Article 2	Check-Off of Union Dues

Article 4.1	Posting and Filling of Vacancies or New Positions
Article 4.4	Posting and Filling of Vacancies or New Positions
Article 6	Acting Assignments
Article 9.1	Rest Periods
Article 11.1	Meal Allowance
Article 12.1	Health and Safety and Video Display Terminals
Article 61	No Strike or Lock-out
Article 62	Term of Agreement
Appendix A	Position-Classification Wage Scale
	The weekly rate for the classification shall be prorated based on hours of work, where applicable.

The following provisions, as listed in article 1.1(b) (ii) also apply to contract employees working part-time hours: Holiday Pay, Vacation Pay, Pregnancy and Parental Leave, and Bereavement Leave.

- iv) Notwithstanding Articles 1.1(a) and 1.1(b) (i), (b) (ii), and (b) (iii), it is understood that the Employer may require up to thirty (30) days from the date of becoming aware of the need for a temporary replacement in order to fill such position and as such the Articles listed in (ii) and (iii) would not apply in the interim.
- v) The thirty (30) day period identified in 1.1(b) (iv) may be extended or otherwise amended by mutual agreement of the parties in order to fill the vacancy and as such, the articles listed in (ii) and (iii) would not apply for this period. Such requests will not be unreasonably denied.
- vi) Where a contract employee is hired to perform bargaining unit work for temporary periods of more than thirty (30) days but not normally in excess of eighteen (18) months, the eighteen (18) months may be extended or otherwise amended by mutual agreement of the parties. Such requests will not be unreasonable denied. In the event that there is a need for the temporary position beyond eighteen (18) months and the period is not extended, the temporary position will either:
 - a) be abolished for no less than thirty (30) days; or
 - b) become a permanent full-time or permanent part-time vacancy and be posted in accordance with Article 4.
- vii) **Where a contract employee is the successful candidate for a permanent position and has worked on a continuous basis in that position or performed work of a similar nature immediately prior to appointment, the time actually worked within the previous year shall be considered to be part of the employees' probationary period to a maximum of six (6) months. However, where a contract employee is appointed to a permanent position but has neither worked in that position nor performed work of a similar nature, the newly permanent employee will complete the probationary period as per Article 19.1.**
- viii) Notwithstanding Article 19.1 upon appointment to a permanent position, a contract

employee will accumulate continuous service retroactive for a period of unbroken service, up to a maximum of one year retroactive service.

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. This list shall also be given to the Local Treasurer in a like manner.
- 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 - LABOUR MANAGEMENT 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 labour management committee composed of up to four **(4)** representatives from the Union and up to four **(4)** representatives of the Employer, or such composition as otherwise agreed to 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 Where a permanent vacancy occurs in a bargaining unit position or a new position is created in the bargaining unit, it shall be advertised for at least ten **(10)** days prior to the established closing date. The notice shall be sent to all employees on the **e-mail** system and, where practicable, shall be posted on bulletin boards. All applications will be acknowledged.

- 4.2 The notice of vacancy shall state, where applicable, the title of position, salary, qualifications required, nature of work, hours-of-work schedule, 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, seniority shall be the deciding factor.
- 4.3.1 Notwithstanding subsection 4.3, the Union and the Employer may agree that employment equity shall be the overriding consideration. Such agreements will be made in advance of job postings and may be based on individual positions, groups of positions, classifications or other groupings of jobs as appropriate.
- 4.3.2 Agreements under subsection 4.3.1 will be based on an analysis of workforce data and employment systems indicating that a designated group is or groups are under represented.
- 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.
- 4.5 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

ARTICLE 5 - PAY ADMINISTRATION

- 5.1.1 Promotion occurs when the incumbent of a bargaining unit position is assigned to another position in a class with a higher maximum salary than the class of their 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 their present rate of pay except that:
- where such a change results in an increase of less than three percent (3%), they 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.
- 5.1.3 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 their former class that occurs in the same administrative district or unit, in which they were 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 they are assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which they were assigned, they 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 they 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, they shall not receive any salary progression or salary decrease for a period of six (6) months after their assignment, and if at the end of that period, they are unable to accept employment in their former classification, they shall be assigned to a classification consistent with their 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 they were receiving at the time of demotion, effective from the date of the 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 created or an existing classification is to be revised, it shall be referred to the Joint Consultation Committee (JCC) for discussion. Failing resolution at the JCC, the matter may be referred to collective bargaining.

5.9 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 -ACTING 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, the employee shall be paid acting pay from the day they 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%), the employee 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 them in the position from which they were assigned, they shall be paid the lower applicable classification rate to which they were 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 them in the position from which they were assigned, they shall continue to be paid at the rate applicable to the classification from which they were assigned.

6.4 This Article shall not apply to **acting** 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, they shall retain their rights and obligations under the Collective Agreement.

6.6.1 **When an employee is assigned to act in a position**, Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply except where:

- (a) the term of an 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 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 **acting** assignments.

ARTICLE 7 - HOURS OF WORK

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

- 7.2 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 and or variable work weeks. Where the employee's weekly schedule is adjusted by the employer, it is understood that their salary will be adjusted based on their basic hourly rate.**

Job Sharing

- 7.3.1 Job sharing can occur where there is agreement between the employees who wish to job share, the Union and the Employer.
- 7.3.2 It is agreed that job sharing results from two employees sharing a full time classified position and as such the position shall continue to be identified as a full time classified position.
- 7.3.3 Employees in a **job** sharing arrangement must share the same classification and level.
- 7.3.4 The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case shall one employee work less than fourteen (**14**) hours per week.
- 7.3.5 Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Part **A & B** of this agreement, however, as applicable, the working conditions and benefits shall be pro-rated in accordance with the employee's hours of work.
- 7.3.6 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full time basis. The employee shall be granted five (**5**) working days in which to respond to the Employer's offer of full time employment.
- 7.3.7 If the remaining employee declines the full time opportunity, the position may be posted and advertised as a full-time vacancy, subject to the provisions of this agreement.
- 7.3.8 The Employer undertakes to notify the President of the Union of all job sharing arrangements

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 Overtime shall be paid to employees who work greater than 40 hours in a work week.

10.2 The overtime rate shall be one and one-half (1-½) times the employee's basic hourly rate.

10.3 Overtime means an authorized period of work calculated to the nearest quarter-hour (1/4) and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.

10.4 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.

10.5 Where the employer and the employee mutually agree on compensating leave for overtime, this shall be taken at a time mutually agreed upon. Failing agreement, the employer shall reasonably determine the time of compensating leave.

10.6 Where the employer and the employee mutually agree on pay for overtime, this shall be paid within two (2) months of the pay period in which the overtime was actually worked.

10.7 Any compensating leave accumulated in a calendar year which is not used before December 31, shall be paid at the rate it was earned. The December 31 date may be extended by mutual agreement.

ARTICLE 11 - MEAL ALLOWANCE

11.1 An employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work without notification of the requirement to work such overtime, prior to the end of their previously scheduled shift, shall, effective January 1, 1992, be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

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 (VDT)

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
- (f) 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 pregnancy leave of absence in accordance with Article 38 (Pregnancy/Parental 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 36 (Holidays), they shall be paid at the rate of two (2) times their 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 their 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 36 (Holidays), coincides with an employee's scheduled day off and they do not work on that day, the employee shall be entitled to receive another day off.
- 13.4 It is understood that Section 13.1 and 13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- 13.5 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.
- 13.6 Any compensating leave accumulated under section 13.2 and 13.3 in a calendar year which is not used before December 31 of that year shall be paid at the rate it was earned. The December 31 deadline may be extended by agreement.
- 13.7 Notwithstanding anything in Article 13, employees who are required to work on a holiday included in Article 36 (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 KILOMETRES

15.1 If an employee is required to use their own automobile on the Employer's business, the following rates shall be paid effective June 1, 1989.

Kilometres driven

0 - 4,000 km.	30¢/km.
4,001 - 10,700 km.	26¢/km.
10,701 - 24,000 km.	22¢/km.
over 24,000 km.	18¢/km.

15.2 Kilometres are accumulated on the basis of the calendar year (January 1 to December 31, inclusive).

15.3 The use of a privately owned automobile on the Employer's business is not a condition of employment.

ARTICLE 16 - 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 their home or place of employment, time will be credited from the assigned hour of departure until the employee reaches their destination and from the assigned hour of departure from the destination until the employee reaches their 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 their regular day off or a holiday listed in Article 36, Holidays, they 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

- 17.1.1 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.

Notice of Lay-off

- 17.2.1 An employee shall receive six (6) months' notice of lay-off or pay in lieu thereof.
- 17.2.2 The notice period will begin when the employee receives official written notice. Copies of such notice shall be provided to the Union.

Separation Allowance

Entitlement upon notice of Surplus.

- 17.3 An employee who receives a surplus notice shall be entitled to the following:
- 17.3.1 Where an employee resigns within one (1) month after receiving surplus notice, s/he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks pay, plus on production of receipts from an external career counselling program or an approved educational program, within twenty-four (24) months of resignation, may be reimbursed for costs up to a maximum of three thousand dollars (\$3,000).
- 17.3.2 Where an employee resigns later than one (1) month after receiving surplus notice but prior to the end of the six (6) month notice period, s/he shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks pay, plus on production of receipts from a career counselling program or an approved educational program, within twenty-four (24) months of resignation, may be reimbursed for costs up to a maximum of one thousand, five hundred dollars (\$1500).
- 17.3.3 Where an employee, who having exercised all their rights under this article, is laid off, s/he shall be entitled to external career counselling up to a maximum of eight hundred dollars (\$800). The employee shall, in addition, be entitled to receive two (2) weeks salary for each year of continuous service to a maximum of twelve (12) weeks pay. The employee shall maintain their recall rights under Article 17.16.1 of this agreement.

Vacancy

- 17.4 Where an employee is identified as surplus they shall be assigned on the basis of their seniority to a vacancy in the bargaining unit provided they are qualified to perform the work and the salary maximum of the vacancy is not greater than three percent (3%) above nor twenty percent (20%) below the maximum salary of their 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 their current term of continuous service; or
another vacancy.

- 17.5 Where an employee is assigned to a vacancy in accordance with Sub-section 17.4, Section 5.4 of Article 5 (Pay Administration) shall apply.
- 17.6 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 17.4 shall be laid off and the provisions of Sections 17.7, 17.8.1 and 17.12.1 shall not apply.
- 17.7 Where an employee has not been assigned to a vacancy in accordance with Section 17.4, they shall be subject to lay-off in accordance with the following applicable sections.

Displacement

- 17.8.1 An employee who has completed their 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, they 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 they have less seniority than the surplus employee, they 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 their 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.

- 17.8.2 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.
- 17.9 The employee must indicate in writing to the Manager, Human Resources their intention to displace another employee as far in advance as possible, but not later than one (1) month after receiving surplus notice. If the employee does not indicate their intention to displace another employee within this period, they shall be deemed to have opted to be laid off and the provisions of Section 17.12 shall not apply.
- 17.10 Where the employee chooses not to exercise their rights under Section 17.8, they shall be laid off and the provisions of Section 17.12 shall not apply.
- 17.11 An employee who is displaced by an employee who exercises their rights under Section 17.8 shall be declared surplus and the provisions of Article 17 shall apply.

Re-training

- 17.12.1 Where a surplus employee has not been assigned to a vacancy in accordance with Section 17.4 and no displacement is possible under Section 17.8.1 and the employee is within the two (2) week period prior to their date of lay-off, they 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 the employee 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 17.12.1 their 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 17.12.1 shall have no rights under Sections 17.4 or 17.8 following their 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 they have been assigned, they 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 they have been assigned, they shall be laid off without any additional notice under Section 17.2.1.

- 17.12.2 In 17.12.1 (b) and (d), days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 17.12.3 A surplus employee who does not accept an assignment in accordance with 17.12.1 shall be laid off.
- 17.12.4 Where an employee has been assigned under 17.12.1 to a vacancy in a class with a salary maximum lower than the salary maximum of the class they held immediately prior to such assignment and subsequently is laid off in accordance with 17.12.1 (g), any termination payments to which they may be entitled under Article 40 (Termination Payments) shall be based on the salary they were receiving immediately prior to the assignment under 17.12.1.
- 17.12.5 The assignment of a surplus employee to a vacancy in accordance with Section 17.4 shall have priority over an assignment under 17.12.1.
- 17.13 An assignment under this Article shall not be considered a promotion or a demotion.
- 17.14 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.

Appointment to Temporary Vacancy

- 17.15.1 If within 3 months before the end of an employee's notice period, the employee has not been assigned to a full-time vacancy, the employer shall have the right to place the employee in an available temporary vacancy provided the vacancy is one (1) month or longer in duration and the employee is qualified to perform the work with orientation. The employee shall have the right to refuse the temporary assignment in which case he/she shall be laid off at the end of his/her original notice period. The offer and duration of the temporary assignment will be communicated to the affected employee in writing.
- 17.15.2 A surplus employee who has been assigned to a temporary vacancy in accordance with this article shall have no rights under articles 17.4 and 17.8 following their original date of lay-off. Furthermore, such assignments will not extend the recall period in 17.16.1 as determined by the original date of lay-off.
- 17.15.3 Where an employee has been assigned under this article to a vacancy in a class with a salary maximum lower than the salary maximum of the class they held immediately prior to such assignment and subsequently is laid off any termination payments to which they may be entitled under article 40 (termination payments) shall be based on the salary they were receiving immediately prior to assignment under this article.
- 17.15.4 The assignment of a surplus employee to a vacancy in accordance with 17.4 and 17.12.1 shall have priority over an assignment under 17.15.
- 17.16.1 Where a person who, prior to release, had completed at least nine (9) months of continuous

service, has been released and a position becomes vacant in the M.T.H.C. within eighteen (18) months after their 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 they shall be appointed to the vacancy if:

- (a) they apply within the fourteen (14) days, and
- (b) they are 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.

17.16.2 Appointment under 17.16.1 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.

17.16.3 A person shall lose their rights under 17.16.1 when:

- (a) they do not attend a placement interview when requested by the Employer; or,
- (b) they do not accept an appointment in accordance with 17.16.1; or,
- (c) having accepted an appointment in accordance with 17.16.1, they fail to report for duty within ~~two~~ (2) weeks of receiving written notice of the appointment.

17.16.4 The assignment of a surplus employee to a vacancy in accordance with Sections 17.4 or 17.12 shall have priority over an appointment under 17.16.1.

17.16.5 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 they occupied immediately prior to their release, they shall be reappointed at a rate within the salary range applicable to the position equivalent to the rate at which they were paid immediately prior to their release.

17.16.6 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 they occupied immediately prior to their release, they shall be appointed at a rate within the salary range applicable to the position commensurate with their qualifications and experience, including previous relevant public service.

17.17 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.

Technological Change

17.18.1 Where it is necessary to release an employee who has completed their 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.

Joint Consultation

- 17.18.2 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.
- 17.19 The employer shall not hire any new employee **to** perform work normally performed by bargaining unit employees while a bargaining unit member is on surplus notice or recall and is qualified and capable to perform the required duties of the position.
- 17.20 Where **a** full-time position is eliminated and a new part-time position is created, qualified employees on surplus notice or employees on recall shall have the right to accept the new part-time position on the basis of seniority, or be given full job security provisions under Article 17. For further clarity the provisions of 17.4 and 17.8 do not apply to part-time vacancies unless a surplus employee **so** chooses.

ARTICLE 18 - VOLUNTARY EXIT *

- 18.1** An employee who is actively at work may submit his/her request to accept permanent layoff under Article **17** of the Collective Agreement, in writing, to the Manager of Human Resources.
- 18.2** Where permanent layoff within a specific position is required, the Employer will review all **VEO** requests prior to providing notice under Article **17**.
- 18.3** The Employer shall consider requests from employees whose position is in the same classification as the **surplussed** position, on the basis of greatest seniority. The employer retains the sole discretion to approve all such requests.
- 18.4** The position of an employee making an offer under Article **18.1** will be considered a vacancy for placement of a surplus employee pursuant to Article **17.4** provided the Employer determines the position will continue to be filled.
- 18.5** A **non-surplus** employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to their position in accordance with Article **17.4**.
- 18.6** The employer retains the sole discretion to approve all such requests, however, the employee may withdraw their request at any time prior to the issuance of the surplus notice. When the requesting employee is assigned to a **surplussed** position, the employer will notify them in writing.
- 18.7** On mutual agreement between the employee and the Employer the requirement to work out the notice period may be waived. If the employee does not work the entire six month notice period, they will be paid out the time remaining in the notice period.

- 18.8** Upon termination under the Voluntary Exit Option, the exiting employee will receive two weeks salary for each year of continuous service to a maximum of twelve weeks pay plus termination payments in accordance with Article 40 - Termination Payments.
- 18.9** An employee who accepts voluntary layoff will forfeit all other entitlements under Article 17.

ARTICLE 19 - SENIORITY

- 19.1 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than nine (9) months retroactive to the date of appointment to the position or the employee's continuous service date at Metro Toronto Housing Corporation, or other Housing Authorities, or any Provincial Ministry, whichever is greater.
- "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.
- 19.2 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.
- 19.3 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 20 - CLOSURE/REORGANIZATION/CONTRACTING OUT

- 20.1 In the event that it is necessary to permanently shut down a building, an operation or any other facility at any location, or where a reorganization, relocation or contracting-out of an operation in whole or in part is to occur, which will result in twenty (20) or more surplus employees in a location,
- a) affected employees shall receive surplus notice in accordance with article 17, and

- b) the President of the Union shall be notified of the reorganization, relocation, shut down, or contracting-out as far in advance as possible, but at least thirty (30) days in advance of surplus notice to affected employees.

- 20.2 Where the closing of a facility, relocation or contracting-out may result in surplus employees or where a reorganization results in a surplus of twenty (20) or more in a location, the matter will be referred to the Joint Consultation Committee to provide for consultation and co-operation in order to minimize the adverse effects upon employees who have been identified as surplus to requirements.
- 20.3 The parties agree that they will discuss, at the Joint Consultation Committee, possible ways and means of avoiding or minimizing the impact of layoffs. Such discussions may include proposing possible alternatives or identifying and seeking ways to address on the job retraining needs of employees.
- 20.4 Where a meeting of the Joint Consultation Committee is held to discuss the issues outlined in Article 20.3, members of the committee will be granted leave with no loss of pay and with no loss of credits.

ARTICLE 21 - GRIEVANCE & ARBITRATION PROCEDURE

- 21.1 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.

Complaint Stage

- 21.2.1 An employee who believes they have a complaint or a difference shall first discuss the complaint or difference with their immediate supervisor within twenty (20) days of first becoming aware of the complaint or difference identifying it as a complaint, pursuant to this stage.
- 21.2.2 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:
- 21.2.3 A complaint or difference shall not proceed to Stage 1 until it has been discussed with the employee's immediate supervisor.

Stage one

- 21.3.1 An employee may file a grievance in writing with their immediate supervisor's manager identifying the complaint or difference. The supervisor's manager shall give the grievor their decision in writing within ten (10) days of the submission of the grievance.

Stage two

- 21.3.2 If the grievance is not resolved under Stage One, the employee may submit the grievance to the **CEO**, Metro Toronto Housing Corporation, or designee within ten (10) days of the date that they 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 CEO or designee within ten (10) days of the date that the supervisor was required to give their decision in writing in accordance with Stage One.
- 21.3.3 (a) The CEO or designee shall hold a meeting with the employee within ten (10) days of the grievance and shall give the grievor their decision in writing within ten (10) days of the meeting.
- (b) If the **grievor** is not satisfied with the decision of the CEO or designee or if they did not receive the decision within the specified time either party may refer the grievance to arbitration as set out in Article **21.4**.

Arbitration

- 21.4.1 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the grievance procedure, notify the other in writing of its desire to submit the grievance to arbitration. If a party elects to refer a grievance to arbitration, it must notify the other party within fifteen (15) days of the date of the response by the **CEO** or designee at Step 2 or the date the CEO or designee's Step 2 response should have been provided.
- 21.4.2 The parties shall agree on a single arbitrator. In the event that the Union and the Employer cannot agree within fifteen (15) days, either party may apply to the Office of Arbitration for the appointment of an arbitrator.
- 21.4.3. The fees and expenses of the arbitrator and the hearing room and any other expenses incidental to the arbitration hearing shall be shared equally by the parties. Employees who are summoned or subpoenaed and whose attendance is required at arbitration hearings shall receive permission to be absent from work as per Article **25.1**.

General

- 21.5 The employee, at their option, may be accompanied and represented by an employee representative at each stage of the grievance procedure.
- 21.6.1 An employee who is a grievor at Arbitration or at the Ontario Labour Relations Board shall be allowed leave-of-absence with no **loss** of pay and no **loss** of credits, if required to be in attendance.
- 21.6.2 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.

21.6.3 This section shall also apply to the Union Steward who is authorized to represent the grievor. Before leaving the place of employment for the purpose of dealing with a complaint or a potential grievance, the Union Steward shall notify their supervisor. Permission to leave shall not be unreasonably denied.

21.6.4 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

21.7 Where an employee files a grievance claiming improper layoff and the grievance is referred to Arbitration in accordance with 21.4, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Arbitration hearing, of the title and location of the position which will be the subject matter of the claim before the Arbitrator.

Discipline and Dismissal

21.8.1 It is understood that the right of the Employer to discipline or dismiss employees shall be for just cause. The Employer's right to discipline or dismiss is subject to the right of an employee to grieve such action.

21.8.2 Any probationary employee who is dismissed or released shall not be entitled to file a grievance.

21.8.3 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 they do so within twenty (20) days of the date of the dismissal.

insured Benefits Grievance

21.9.1 Where employees have a complaint that they have been denied benefits pursuant to the Insured Benefits plans specified in Articles 31, 32, 33, 39, and 44, they shall first discuss the complaint with their supervisor within twenty (20) working days of first becoming aware of the complaint.

21.9.2 (a) If the complaint is not satisfactorily resolved by the supervisor within ten (10) working days of the discussion, the employee may refer the complaint, in writing, to the Metro Toronto Housing Corporation Employee Services Administrator within an additional ten (10) days.

(b) Any referral to the M.T.H.C. Employee Services Administrator under 21.9.2 (a) shall include a release of information form (Appendix B) completed, signed and dated by the employee.

(c) The M.T.H.C. Employee Services Administrator shall consider the complaint and shall give the employee a decision in writing within sixty (60) days of receipt of the complaint.

- 21.9.3 (a) If the complaint is not satisfactorily resolved under 21.9.2, the employee may file a grievance in writing with the **CEO** or designee within ten (10) working days of the date they received the decision under 21.9.2 (c). In the event that no decision in writing *is* received in accordance with the specified time limits in 21.9.2 (c), the grievor may submit the grievance to the **CEO** or designee, within ten (10) working days of the date that the M.T.H.C. Employee Services Administrator was required to give their decision in writing in accordance with 21.9.2 (c).
- (b) A submission of the grievance to the **CEO** or designee under this section shall be considered to be the second stage of the grievance procedure for the purpose of this Article.

Sexual Harassment

- 21.10.1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by their 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.
- 21.10.2 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.
- 21.10.3.1 The time limits set out in Section 21.2.1 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.
- 21.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 21, 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 21 shall be suspended until the employee is given notice in writing of the results of the investigation.
- 21.10.3.3 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 21 to be presented to the supervisor may be presented directly to the **CEO**, or the **CEO's** designee, or any person appointed by the **CEO** specifically to deal with complaints or grievances under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the grievance.

- 21.10.4 Where it appears to the Arbitrator 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 Arbitrator may, as he/she sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.
- 21.10.5 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.

Classification Grievances

- 21.11.1 An employee who alleges that their position is improperly classified shall first discuss their complaint with their immediate supervisor.
- 21.11.2 If a classification complaint is not satisfactorily resolved as per Article 21.11.1, it may be sent to the Joint Consultation Committee (JCC) who shall meet and attempt to resolve the matter within thirty (30) days of the date of referral. Failing resolution at the JCC the matter may be referred to the next round of collective bargaining.
- 21.11.3 The Employer upon written request either by the employee or the Union shall make available all information and provide copies of all documents which are relevant to the complaint or may be used by the Employer in the meeting of the Joint Consultation Committee.

Union Grievance

- 21.12 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

- 21.13 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.
- 21.14 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 21.15 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 21.16 An Arbitrator shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

Disciplinary Record

- 21.17 At the request of the employee, any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offenses for the past three (3) years.

Expedited Arbitration

- 21.18.1 Notwithstanding the provisions of this article and OLRA regarding the arbitration procedure, the parties agree to the following process for expediting the hearing and decisions of certain grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in OLRA will apply, subject to the following:
- 21.18.2 Any grievances including outstanding grievances where a hearing has not commenced, may be referred by mutual agreement to an expedited hearing.
- 21.18.3 On mutual agreement as defined in Article 21.18.1, the parties shall mutually select a mediator to endeavour to effect a settlement before the arbitrator or the board of arbitration appointed under this article begins to hear the matter in dispute. However, no such appointment of a mediator shall be made if either party objects.
- 21.18.4 The arbitrator or board of arbitration as the case may be shall commence the hearing in accordance with the pre-arranged schedule the parties develop to support the implementation of this article.
- 21.18.5 The parties shall develop a mutually agreeable list of names of arbitrators for the purposes of conducting expedited hearings under this Article.

Mediation/Arbitration

- 21.19.1 Notwithstanding the grievance procedure in this collective agreement the parties to this agreement may at any time agree to refer one or more grievances under this collective agreement to a single mediator/arbitrator for the purposes of resolving the grievance.
- 21.19.2 The parties shall not refer a grievance to the mediator/arbitrator unless they have agreed upon the nature of any issue in dispute.
- 21.19.3 A mediator/arbitrator appointed under the above article shall begin proceedings within forty-five (45) days of the referral to mediation/arbitration, unless a later date is agreed to by the parties.
- 21.19.4 The mediator/arbitrator may adopt such procedures as are necessary to allow an expeditious resolution of the issue(s) in dispute. Decisions by a mediator/arbitrator may be made in such a manner as the mediator/arbitrator chooses, however, a written decision shall be made at the request of either party.

21.19.5 In every such case the arbitrator shall issue a written decision no later than twenty (20) days from the conclusion of the hearing.

21.19.6 Decisions reached through the mediation/arbitration process shall have no precedential value unless the parties agree otherwise.

ARTICLE 22 - LEAVE - UNION ACTIVITIES

22.1 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.

22.2.1 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.

22.2.2 Members of the Union granted leaves-of-absence under sub-sections 22.2.1 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.

22.3 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.

22.4.1 (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.

22.4.2 The Union will advise the Employer in writing of the name and location of such employee immediately following their election.

22.4.3 Leave-of-absence with no **loss** of pay and with no loss of credits shall be granted to accommodate reasonable travel time.

22.4.4 The Union will reimburse the MTHC for the salary paid to the member of the Executive Board and the Executive Officer granted leave under this Article.

- 22.5 The employee shall discuss any required leave with their supervisor at the earliest opportunity.
- 22.6 All requests for leave-of-absence permitted in these sections shall be sent to the **CEO, M.T.H.C.**. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.
- 22.7.1 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.
- 22.7.2 During the term of such leave-of-absence, the Union will reimburse the M.T.H.C. for the salary paid to the employee on such leave-of-absence and contribute the Employer's share of contributions to the OMERS Pension Plan 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.
- 22.7.3 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.
- 22.8.1 Either the President of Local 592 or his/her designee shall be granted leave-of-absence with pay and no loss of credits to conduct the internal affairs of the Local on the following basis:
- a) only the Local President or his/her designee shall be granted such leave;
 - b) the leave shall be for a single period of not more than four (4) hours every three (3) weeks, and unused leave shall not be cumulative;
 - c) the leave shall, to the extent possible, be taken at the same time on the same day every three (3) weeks, as pre-arranged between the Local President and their supervisor;
 - d) the Local President or his/her designee shall not, during their period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment and other resources; and
 - e) Section 22.4.3 shall not apply. The name of the Local President, social insurance number and work location shall be sent to the Manager of Human Resources in M.T.H.C. The Union shall provide the name of the Local President and pertinent information as outlined above as changes are made.

ARTICLE 23 - LEAVE WITHOUT PAY

- 23.1 Leave-of-absence without pay and without the accumulation of credits may be granted to an employee by the **CEO**, M.T.H.C. or designate. The **CEO** or designate, shall not unreasonably deny such requests.

ARTICLE 24 - LEAVE - SPECIAL

- 24.1 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 **CEO**; and
 - (b) over six (6) months with the approval of the Housing Corporation Board.

Self Funded Leave

- 24.2.1 An employee may apply to participate in the self funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre tax salary dollars to fund a leave of absence. The deferral period must be at least one year and not more than four years.
- 24.2.2 The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- 24.2.3 Notwithstanding Article 34.2, during the leave the employee's insured benefits will be continued where the employee continues to pay for his/her portion.
- 24.2.4 On return from the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that s/he had attained when the leave commenced. If the position no longer exists the employee shall be assigned to a position at the same class and level.

ARTICLE 25 - LEAVE -JURY DUTY

- 25.1 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 their option:
- (a) treat the absence as leave without pay and retain any fee they receive as a juror or as a witness; or
 - (b) deduct the period of absence from their vacation leave-of-absence credits or their overtime credits and retain any fee they have received as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Metro Toronto Housing Corporation any fee they have received as a juror or as a witness.

ARTICLE 26 - LEAVE - ARY SERVI

26.1 The CEO 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 27 - LEAVE CREDITS REPORT

27.1 As soon as practicable following the end of each quarter, all employees shall be advised of the number of vacation and sick leave credits to which they are entitled.

ARTICLE 28 - INFORMATION TO NEW EMPLOYEE

28.1 New employees shall be advised in writing 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 Subsection 21.6.4 of Article 21 (Grievance & Arbitration Procedure).

28.2 The Employer shall supply a copy of the Collective Agreement to all employees.

ARTICLE 29 - CHANGE OF ADDRESS

29.1 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 B - EMPLOYEE BENEFITS AND WAGES

ARTICLE 30 - APPLICATION OF PART B, EMPLOYEE BENEFITS AND WAGES

30.1 The benefits described in Articles 31 to 44 and the wage scales as described in Appendix A apply to all full-time Employees in the Metro Toronto Housing Corporation represented by the Ontario Public Service Employees Union.

ARTICLE 31 - BASIC LIFE INSURANCE

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

31.2 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 employee 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.

31.3 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).

31.4 Basic Life insurance will terminate on the date an employee ceases to be an Employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the OPSEU Pension Trust 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 32 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 32.1
- (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 sub-section 31.2 (c) of Article 31, Basic Life Insurance.

32.2 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 their option, may maintain the insurance coverage at the former higher level.

32.3 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 32.1 (b) (i) above.

- 32.4**
- (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.

32.5 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 33 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

33.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

33.2 Effective January 1, 2001, 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 seventy-five (\$75.00) 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 licensed 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 licensed 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 the employee's dependents, provided such registered nursing service is approved by a licensed 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 licensed and practising 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;
- (9) Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made,

off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licensed physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;

- (g) Rental 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. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500.00);
- (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 twenty-four 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 medical 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 licensed 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 (\$1 00).

33.3 • The Employer agrees to pay sixty percent (60%) 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 ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum two hundred dollars (\$200.00) 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.

33.4 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 their dependent is confined to hospital on the date their Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date their dependent is discharged from hospital, or the expiration of six (6) months from the date of

termination of insurance.

- 33.5 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 their last pay from the Employer, except as provided in Section 39.16 of Article 39, Short-Term Sickness Plan and 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 34 - INSURED BENEFITS PLANS - GENERAL

Commencement of coverage

- 34.1 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.

Coverage During Leave-of-absence Without Pay

- 34.2 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, 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.C. Human Resources or Payroll Section.

Days of Grace

- 34.3 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 35 - VACATIONS AND VACATION CREDITS

- 35.1 Effective January 1, 2001, 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 fifteen (15) years of continuous service;
 - (d) Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service.
- 35.2 An employee is entitled to vacation credits under section 35.1 in respect of a month or part thereof in which the employee is at work or on leave with pay.

- 35.3 An employee is not entitled to vacation credits under section 35.1 in respect of a whole month in which the employee is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.
- 35.3.2 Where an employee is absent by reason of an injury or industrial disease for which an award is made under **the Workplace Safety and Insurance Act**, the employee shall accrue vacation credits only for the period during which they are in receipt of salary in accordance with Article 41.2.
- 35.4 An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year.
- 35.5 An employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 35.6 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 they have completed six (6) months of continuous service.
- 35.7 An employee with over six (6) months of continuous service may, with the approval of the Employer, take vacation to the extent of their vacation entitlement and their vacation credits shall be reduced by any such vacation taken.
- 35.8 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 their accumulated vacation entitlement.
- 35.9 An employee who completes twenty-five (**25**) years of continuous service on or before the last day of the month in which they attain 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 they attain the age of sixty-five (65) years.
- 35.10 Where an employee leaves prior to the completion of six (6) months service as computed in accordance with section 35.6, the employee is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of their employment.
- 35.11 An employee who has completed six (**6**) or more months of continuous service shall be paid for any earned and unused vacation standing to their credit at the date they cease to be an employee, or at the date they qualify for payments under the Long Term Income Protection Plan as defined under Article 39, 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.
- 35.12 An employee who has completed their 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 their 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 36 - HOLIDAYS

36.1 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.

36.2 When a holiday specified in section 36.1 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 37 - BEREAVEMENT LEAVE

37.1 Employees shall be allowed up to three (3) consecutive working days leave-of-absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

37.2 An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of their aunt, uncle, niece or nephew.

37.3 In addition to the foregoing, an employee may be allowed up to two (2) days leave-of-absence without pay to attend the funeral of a relative listed in Sections 37.1 and 37.2 above if the location of the funeral is greater than eight hundred kilometres (800 km.) from the

employee's residence.

ARTICLE 38 - PREGNANCY/PARENTAL LEAVE

- 38.1 Pregnancy leave is a leave of absence without pay for a period of seventeen (17) weeks by reason of the employee's pregnancy.
- 38.1.2 Parental leave is defined as a leave of absence without pay for a period of **thirty-five (35)** weeks granted to an employee:
- (a) who is a natural parent,
 - (b) with whom a child is placed for adoption or
 - (c) who is in a relationship of some permanence as the parent of a child and who intends to treat the child as their own.
- 38.2 The leave-of-absence shall be in accordance with the provisions of The Employment Standards Act.
- 38.3.1 An employee entitled to Pregnancy/Parental leave under this Article, who provides the Employer with proof that they have applied for and are eligible to receive employment insurance benefits pursuant to Section **20** and **23**, Employment Insurance Act, **1999**, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (a) Employees do not have a right to SUB payments except for supplementation of **EI** benefits for the unemployment period as specified in Article 38.
 - (b) Payments in respect of guaranteed annual remuneration, as defined in the Employment Insurance Act, or in respect of deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under the Plan.
- 38.3.2 (a) In respect of the period of Pregnancy leave, payments made according to the Supplementary Unemployment Benefits (SUB) Plan will consist of the following:
- (i) for the first two **(2)** weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the classification, which the employee was receiving on the last day worked prior to the commencement of the pregnancy, and
 - (ii) up to a maximum of fifteen **(15)** additional weeks, payments equivalent to the difference between the sum of the weekly **EI** benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for the classification, which the employee was receiving on the last day worked prior to the commencement of the pregnancy.

- (b) In respect of Parental leave, payments made according to the Supplementary Unemployment Benefits (SUB) Plan will consist of the following:
 - (i) for a natural mother, an amount computed in accordance with Article 38.3.2 (a) (ii) for a period not exceeding ten (10) weeks;
 - (ii) for all other eligible employees, for the first two (2) weeks, an amount computed in accordance with Article 38.3.2 (a) (i) and for an additional period not exceeding ten (10) weeks, an amount computed in accordance with Article 38.3.2. (a) (ii).

38.3.3 Notwithstanding 38.3.2 (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 the employee was receiving on the last day worked prior to the pregnancy leave is less than the salary rate the employee was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for the classification which the employee was receiving on the last day worked prior to the assignment.

38.4.1 For those employees other than probationary employees, seniority continues to accrue during pregnancy leave or parental leave. Absence on pregnancy leave or parental leave shall be considered as service for the purpose of entitlement to increased vacation under Articles 35.

38.4.2 Notwithstanding Article 34.2 (Coverage During Leave-of-absence Without Pay), during pregnancy leave or parental leave, the Employer shall continue to participate in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection and the Dental Plan unless the employee elects in writing not to do so.

Extended Parenting Leave

38.5 If requested, in writing, at least four (4) weeks prior to the date of expiry of the pregnancy/parental leave, an employee shall be entitled to a leave-of-absence without pay but with accumulation of credits for not more than eight (8) weeks.

38.6.1 An employee returning from a leave-of-absence under section 38.1 or 38.5 shall be assigned to their former classification and be paid at the step in the salary range that the employee had attained when the leave-of-absence was granted.

38.6.2 Notwithstanding Article 38.6.1, an employee who has been assigned in accordance with Article 12.6.2 and who returns from a leave-of-absence under this Article, shall be assigned to a position in the same classification as the position they occupied immediately prior to the assignment under Article 12.6.2 and be paid at the step in the salary range that they had attained immediately prior to the assignment under Article 12.6.2.

38.7 Notwithstanding 38.3.2 and 38.3.3, 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 pregnancy/parental leave, including any retroactive salary adjustment to which the employee may become entitled.

ARTICLE 39 - SHORT-TERM SICKNESS PLAN and LONG TERM INCOME PROTECTION

- 39.1 An employee who is unable to attend to their 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.
- 39.2 An employee is not entitled to leave-of-absence with pay under Section 39.1 of this Article until they have completed twenty (20) consecutive working days of employment.
- 39.3 Where an employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, the employee is not entitled to leave-of-absence with pay under section 39.1 of this Article for more than one hundred and thirty (130) working days in the two (2) years until they have returned to work for twenty (20) consecutive working days.
- 39.4 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under section 39.1 of this Article must complete twenty (20) consecutive working days before being entitled to further leave under section 39.1 in the next calendar year.
- 39.5 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**
- 39.6 An employee on leave-of-absence under sub-section 39.1 (b) of this Article may, at their option, have one-quarter (1/4) of a day deducted from their accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.
- 39.7 An employee who is absent from their duties due to sickness or injury beyond the total number of days provided for in section 39.1 of this Article shall have their accumulated attendance credits reduced by a number of days equal to such absence and shall receive regular pay for that period.
- 39.8 Section 39.7 does not apply to an employee when they qualify for and elects to receive benefits under the Long Term Income Protection Plan.
- 39.9 Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require him to submit to a medical examination at the expense of the Employer.
- 39.10 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 their 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.

39.11 Employees returning from L.T.I.P. to resume employment in accordance with Article 39.23 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

39.12 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 their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

Attendance Review Meetings

39.13 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 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.

Long Term Income Protection

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

- 39.15 (a) The Long Term Income Protection benefit is sixty-six and two-thirds percent (66 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 **W.S.I.B.** 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, 2001, and annually thereafter, the total monthly payment under subsection 39.15 (a) shall be increased by up to two percent (2.0%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
- (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 the essential duties of their

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 the essential duties of any gainful occupation for which the employee is reasonably fitted by education, training or experience.

- 39.16 The Employer will continue to make pension contributions and make premium payments for the Dental plan and for 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.S.I.B.** award.
- 39.17 A record of employment, if required in order to claim **Employment Insurance** sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 39.18 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 the insurance terminates, the employee shall continue to be insured for that disability.
- 39.19 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.
- 39.20 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.
- 39.21 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of their earnings as at the date of commencement of total disability.
- 39.22 Employees while on rehabilitative employment with the Metro Toronto Housing Corporation will earn vacation credits as set out in Article 35, Vacation and Vacation Credits.
- 39.23 (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 17.5 shall apply.
- (b) An employee who is assigned, under this section, to a vacancy in accordance with Sub-sections 17.4, of Article 17 shall, for a period of six (6) months, be paid at the same step they had attained in the salary range of the classification of the position they occupied prior to disability. At the end of that period the employee shall be

paid at a rate within the salary range of the classification of the position to which the employee has been assigned.

ARTICLE 40 -TERMINATION PAYMENTS

40.1 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 their 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 their accumulated attendance credits at the date they cease to be an employee by the annual salary at the date they cease to be an employee and dividing the product by 261. For the period from April 1, 1978, the benefits described under Section 40.4 shall apply.

40.2 Notwithstanding section 40.1, 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 14 , Section 15 (I) and Section 18 (4) of the OMERS Pension Plan**
- (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:

- 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
- the amount in respect of their accumulated attendance credits computed in accordance with Section 40.1

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

For the period from April 1, 1978, the benefits described under section 40.4 shall apply.

40.3 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 14 , Section 15 (1) and Section 18 (4) of the OMERS Pension Plan;** 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 40.4 shall apply.

40.4 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 14 , Section 15 (1) and Section 18 (4) of the OMERS Pension Plan;** 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.

40.5 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 40.2, 40.3 or 40.4.

- 40.6
- (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 they cease 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 they cease 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.

40.7 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 the employee 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 the employee is receiving benefits under the Long Term Income Protection Plan;
- (c) after the first six (6) months that the employee is receiving benefits pursuant to an award under **The Workplace Safety and Insurance 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.

40.8 An employee may receive only one (1) termination payment for a given period of service.

40.9 Notwithstanding section 40.8, an employee who has been released in accordance with Article 17 (Job Security), and who is subsequently re-appointed in accordance with Section 19.2 of Article 19 (Seniority), may, at their option, repay any termination payments received under this Article to the Metro Toronto Housing Corporation, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

ARTICLE 41 - WORKERS' COMPENSATION

- 41.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under **The Workplace Safety and Insurance Act**, their 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 the employee is entitled under Sections 39.1 and 39.6 of Article 39, Short-Term Sickness Plan and Long Term Income Protection, shall be an amount owing by the employee to the employer.
- 41.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under **The Workplace Safety and Insurance Act**, their 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 their credits.
- 41.3 Where an award is made under **The Workplace Safety and Insurance 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 41.2 and the employee has accumulated credits, their regular salary may be paid and the difference between the regular salary paid after the period set out in Section 41.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.
- 41.4 Where an employee receives an award under **The Workplace Safety and Insurance Act**, and the award applies for longer than the period set out in Section 41.2 (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., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

ARTICLE 42 - SPECIAL AND COMPASSIONATE LEAVE

- 42.1 The CEO 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.
- 42.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 43 - ENTITLEMENT ON DEATH

- 43.1 Where an employee who has served more than six (6) months dies, there shall be paid to the employee's 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 the employee's annual salary; and
 - (b) the employee's salary for the period of vacation leave-of-absence and overtime credits that have accrued.

43.2 Where an employee dies, there shall be paid to the employee's 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 40, Termination Payments.

Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of the employee's annual salary.

ARTICLE 44 - DENTAL PLAN

44.1 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 bridgework, 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) Effective June 26, 1992, the Employer shall pay the full premiums under this plan on the basis of eighty five percent/fifteen percent (85%-15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on the current Ontario Dental Association Schedule of Fees.

(c) Effective June 26, 1992, 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 three thousand dollars (\$3,000) for the insured employee and each eligible dependent.

(d) Except for benefits described under Section 44.2, 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.

44.2 Effective June 26, 1992, 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 three thousand dollars (\$3,000) for each such dependent unmarried child.

- 44.3 Effective June 26, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premiums for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the current Ontario Dental Association Schedules of Fees, up to a maximum benefit of one thousand dollars (\$1,000.00) per year for the insured employee and each eligible dependent:

Eligibility

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

Cancellation

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

PART C - REGULAR PART-TIME EMPLOYEES

ARTICLE 45 - REGULAR PART-TIME EMPLOYEES

- 45.1 (i) The only terms of this Agreement that apply to regular part-time employees are those that are set out in Part C. No provisions in this Agreement other than those included in Part C shall apply to regular part-time employees.
- (ii) The terms of this Agreement including salary, benefits, and conditions, shall be prorated, where applicable, in accordance with the hours of work of the part-time employee.
- (iii) Regular part-time employees shall be required to pay a prorated premium for benefits, where applicable, based on the percentage of the employee's weekly hours of work relative to the normal full-time work week.

45.2 Other Applicable Articles – Regular Part-Time Employees

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

Article A	Employment Equity
Article B	No Discrimination
Article C	Management's Rights
Article 1	Recognition
Article 2	Check Off of Union Dues
Article 3	Labour Management Committee
Article 4	Posting and Filling of Vacancies or New Positions
Article 6	Acting Assignments

Article 9	Rest Periods
Article 11	Meal Allowance
Article 12	Health and Safety and Video Display Terminals
Article 14	Non Pyramiding of Premium Payments
Article 15	Mileage Rates expressed in Kilometres
Article 16	Time Credits While Travelling
Article 17.2	Notice of Lay-off
Article 21	Grievance & Arbitration Procedure
Article 22	Leave - Union Activities
Article 23	Leave Without Pay
Article 24	Leave - Special
Article 25	Leave - Jury Duty
Article 26	Leave - Military Service
Article 27	Leave Credits Report
Article 28	Information to New Employees
Article 29	Change of Address
Article 32	Supplementary and Dependent Life Insurance
Article 34	Insured Benefits Plan
Article 38	Pregnancy/Parental Leave
Article 42	Special and Compassionate Leave
Article 60	Negotiations
Article 61	Strike or Lockout
Article 62	Term of Agreement
Appendix B	Release of Information - Insured Benefits Grievance

ARTICLE 46 - HOURS OF WORK

- 46.1 Part-time employees are hired to work regularly more than fourteen (14) hours per week but less than thirty-six and one-quarter (36-1/4) hours per week.

ARTICLE 47 - PAY AND BENEFITS ADMINISTRATION

- 47.1 The "basic hourly rate" of pay for part-time employees is the basic hourly rate for the class, except where the basic hourly rate for the class does not exist in which case it is the weekly rate of the class divided by thirty-six and a quarter (36-1/4).
- 47.2 The "weekly rate" of pay for part-time employees is the basic hourly rate times the applicable weekly hours of work.
- 47.3 The "weekly hours of work" shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.

ARTICLE 48 - OVERTIME

- 48.1 The provisions of article 10 will apply, with the exception that "overtime" means an authorized period of work calculated to the nearest quarter-hour (1/4) and performed in excess of seven and one-quarter (7-1/4) hours per day on a scheduled working day and for

all hours worked on a non-scheduled working day.

ARTICLE 49 - BASIC LIFE INSURANCE

- 49.1 The provisions of Article 31 shall apply with the exception that the coverage shall be equal to the greater of 75% of annual salary or \$5,000.

ARTICLE 50 - LONG TERM INCOME PROTECTION

- 50.1 The provisions of Article 39 shall apply with the exception of Articles 39.16 and 39.23.
- 50.2 The Employer will continue to make pension contributions. If the employee elects to maintain coverage and pays their portion of the premium under the Supplementary Health and Hospital and Dental Plans, the Employer will continue to pay its portion of the premium.

ARTICLE 51 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 51.1 If an employee elects to participate in this Plan, the Employer shall pay a pro-rated premium based on the percentage of the employee's weekly hours of work relative to the normal full-time work week. The employee shall pay the balance of the premium through payroll deduction.
- 51.2 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st of the following year provided the employee has completed two (2) months of employment.
- 51.3 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan may make application in December of any year to terminate coverage effective January 1st of the following year.
- 51.4 Notwithstanding Article 51.2, on providing proof that similar coverage provided by a plan which his or her spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.
- 51.5 The provisions of Articles 33.2 and 33.4 shall apply.
- 51.6 The provisions of Article 33.3 shall also apply with the exception that the Employer shall pay 60% of the premium which will be pro-rated based on the percentage of the employee's weekly hours of work relative to the normal full-time work week. The employee shall pay the balance of the premium through payroll deduction.
- 51.7 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 their last pay from the Employer, except as provided in Article 50 (Long Term Income Protection). If an employee wishes to have continued coverage, arrangements may be made through the

employee's personnel section. The employee shall pay the full premium.

A 52 - V.A AND VACATION CREDITS

- 52.1 The provisions of Article 35 shall apply with the exception that the employee shall earn a pro-rated portion of the entitlement based on the percentage that the weekly hours of work relates to the normal full-time work week.
- 52.2 Where an employee is absent by reason of an injury or industrial disease for which an award is made under the **Workplace Safety and Insurance Act**, the employee shall accrue vacation credits only for the period during which they are in receipt of salary in accordance with Article 58.2.

ARTICLE 53 - HOLIDAYS

- 53.1 The provisions of Article 36 shall apply provided that the holiday falls on a day that is a regularly scheduled work day for the employee.
- 53.2 An employee shall be compensated for each of the holidays to which they are entitled under subsection 53.1. The compensation shall be equivalent to that of the regularly scheduled working day, but shall not exceed seven and one-quarter (7-1/4) hours.

ARTICLE 54 - BEREAVEMENT LEAVE

- 54.1 An employee who would otherwise have been at work shall be allowed up to three (3) consecutive calendar days leave of absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.
- 54.2 The provisions of Articles 37.2 and 37.3 shall also apply.

ARTICLE 55 - SHORT TERM SICKNESS PLAN

- 55.1 The provisions of Article 39 shall apply with the exception that:
 - a) Under Article 39.1(a) and (b), entitlement shall be pro-rated based on the percentage of the employee's weekly hours of work as it relates to the normal full-time work week.
 - b) An employee is not entitled to leave-of-absence with pay under Article 39.1 until they have completed their regularly scheduled hours of work for a period of four (4) consecutive weeks.
 - c) Where an employee is on a leave-of-absence under this Article and the absence commences in one calendar year and continues into the following calendar year,

the employee is not entitled to leave-of-absence with pay under Section 55.1 (a) until they have returned to work and completed their regularly scheduled hours of work for a period of four (4) consecutive weeks.

- d) An employee who has exhausted their annual entitlement under Article 55.1 (a) must complete their regularly scheduled hours of work for a period of four (4) consecutive weeks before being entitled to further leave under Section 55.1(a) in the next calendar year.
- e) Under Article 39.6, an employee on a leave-of-absence and being paid at 75% of regular salary may, at their option, have sufficient credits deducted from accumulated credits (vacation, overtime etc) to receive the regular weekly rate of pay.
- f) The provision of Article 39.10 shall apply in that the medical certificate shall be required after an absence of one (1) calendar week.
- g) The provisions of Articles 39.11 and 39.13 shall not apply.
- h) For the purpose of this Article, the employee's regularly scheduled hours of work for a period of four (4) consecutive weeks 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 their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ARTICLE 56 - TERMINATION PAYMENTS

56.1 An employee **who** has completed a minimum of

- (a) one (1) year of service and who ceases to be an employee because of,
 - (i) death
 - (ii) retirement pursuant to,
 - 1. the attainment of age 65, or
 - 2. **refer to applicable articles of the OMERS Pension Plan;**
 - (iii) release from employment due to shortage of work or funds or the abolition of a position or other material change in the organization; or
- (b) five (5) years of 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 equal to one week's salary for each year of continuous service.

- 56.2 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's length of continuous service:
- (a) shall be calculated based on the percentage of the employee's weekly hours of work relative to the normal full-time work week; and
 - (b) shall not include:
 - (i) leaves of absences without pay for greater than (30) consecutive days;
 - (ii) periods which constitutes a hiatus in service, i.e.
 - (1) Political Activity
 - (2) Layoff
 - (3) Educational Leave
 - (iii) periods when the employee is receiving benefits under the Long Term Income Protection Plan;
 - (iv) after the first six (6) months that the employee is receiving benefits pursuant to an award under The Workplace Safety and Insurance 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 weekly rate of pay of the employee and the compensation award.
- 56.3 Where a computation for severance pay involves a part of a year of the total period under consideration, 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.
- 56.4 The calculation of severance pay shall be based on the annual salary as though the employee was employed full-time at the date when he ceases to be an employee.
- 56.5 The total of the amount paid to an employee in respect of severance pay shall not exceed one-half (1/2) of the annual full-time salary of the employee at the date when he ceases to be an employee.
- 56.6 An employee, when they cease to be an employee, shall have any accrued severance pay entitlements from their service when covered under Part B - Employee Benefits and Wages of this Agreement, calculated on the basis of their salary as though they were employed full-time.
- 56.7 An employee may receive only one (1) termination payment for a given period of service.

ARTICLE 57 -DENTAL PLAN

- 57.1 The provisions of Article 44 shall apply with the exception that if an employee elects to participate in this Plan, the Employer shall pay a pro-rated portion of the applicable premium based on the percentage of the employee's weekly hours of work relative to the normal full-time work week. The employee shall pay the balance of the premium through payroll deduction.
- 57.2 The provisions of Articles 51.2, 51.3 and 51.4 shall also apply to coverage under the Dental Plan.

ARTICLE 58 - WORKERS' COMPENSATION

- 58.1 The provision of Article 41.1 shall apply except that salary continuation shall be for a period not exceeding thirty (30) regularly scheduled working days.
- 58.2 Under Article 41.2, where an employee is absent by reason of an injury or an industrial disease for which an award is made under the **The Workplace Safety and Insurance Act**, his weekly rate of pay shall continue to be paid for:
 - a) a period not exceeding three (3) consecutive months; or
 - b) a total of sixty-five (65) regularly scheduled 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.
- 58.3 Under Article 41.3 where an award is made under **The Workplace Safety and Insurance Act** to an employee that is less than the weekly rate of pay of the employee and the award applies for longer than the period set out in Article 58.2 and the employee has accumulated credits, his weekly rate of pay may be paid and the difference between the weekly rate of pay paid after the period set out in Article 58.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.
- 58.4 The provision of Article 41.4 shall apply.

ARTICLE 59 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

- 59.1 The provision of Article 19 shall apply except that:
 - a) For purposes of Article 19.1, "Unbroken Service" shall include continuous regular "part-time" employment as set out in Article 46.1, Hours of Work, and that which is not interrupted by separation;
 - b) Length of continuous service shall be calculated based on the percentage of hours of work as it relates to the normal full-time work week.

c) Article 19.2 and 19.3 (d) do not apply.

PART D - GENERAL

ARTICLE 60 - NEGOTIATIONS

60.1 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.

ARTICLE 61 - NO STRIKE OR LOCK-OUT

61.1 There shall be no strike or lock-out during the term of this Agreement. The words "strike" and "lock-out" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 62 - TERM OF AGREEMENT

62.1 The Agreement covers the period from January 1, 2001 until December 31, 2001

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 the Ontario Labour Relations Act.

DATED AT TORONTO THIS 2nd DAY OF March 2001.

FOR THE EMPLOYER

FOR THE UNION

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
_____.

(union)
BARGAINING POSITION

**APPENDIX A
POSITION / CLASSIFICATION
WAGE SCALE
ADMINISTRATION**

CLASSIFICATION	TITLE	SALARY SCALE				
(CDO1) Community Development Officer 1 Annual Increments Rates effective	Recreation Programs Coordinator Jan 1/01	873.20	896.02	919.10	944.23	971.23 998.31
(CDO2) Community Development Officer 2 Annual Increments Rates effective	Sr. Recreation Coordinator Jan 1/01	1018.09	1050.86	1083.10	1120.34	1167.61
(CSR) Client Service Representative Annual Increments Rates effective	Applicant Representative Bilingual Applicant Representative Placement Worker Transfer Representative Jan 1/01	20.82	21.34	21.94	22.49	23.09
(SCSW) Social & Community Service Worker Annual Increments Rates effective	Community Services Coordinator Recreation Program Co-ordinator Jan 1/01	798.07	822.39	848.56	874.74	900.86

**POSITION / CLASSIFICATION
WAGE SCALE
ADMINISTRATION**

CLASSIFICATION	TITLE	SALARY SCALE				
(SNW – Level 1) Special Needs Worker - Level 1 Annual Increments Rates effective	Special Needs Worker (Assaulted Spouses & Psychiatrics) Jan 1/01	21.72	22.26	22.88	23.45	24.08
(SNW - Level 2) Special Needs Worker - Level 2 Annual Increments Rates effective	Special Needs Worker (Physically Disabled) Jan 1/01	23.89	24.49	25.16	25.80	26.49
(WFW1) Welfare Field Worker 1) Annual Increments Rates effective	Priority Assessment Worker Jan 1/01	807.73	830.31	854.05	877.71	903.28
(WFW2) Welfare Field Worker 2 Annual Increments Rates effective	Special Needs Officer Jan 1/01	896.80	922.81	950.81	978.81	1006.73

**OFFICE ADMINISTRATION
POSITION / CLASSIFICATION**

WAGE SCALE

CLASSIFICATION	TITLE	SALARY SCALE				
(SPO) Annual Increments Rates effective	Special Projects Officer Jan 1/01	22.15	22.71	23.34	23.92	24.56
(HRO 2) Human Rights Officer 2 Annual Increments Rates effective	Race Relations Officer Jan 1/01	936.58	998.81	1,030.81	1074.38	1118.88
(CP4) Community Planner 4 Annual Increments Rates effective	Landscape Architect Jan 1/01	998.97	1041.31	1,087.11	1134.55	1185.39
(SO1) Services Officer 1 Annual Increments Rates effective	Assistant to Maintenance Manager Architectural Technologist Jan 1/01	936.61	966.26	997.66		

OFFICE ADMINISTRATION POSITION/ CLASSIFICATION

WAGE SCALE

CLASSIFICATION	TITLE	SALARY SCALE		
(SS2) Services Supervisor 2 Annual Increments	Building Specialist Building Systems Specialist Grounds/Landscape Specialist Elevator Inspector Life/Safety Systems Inspector & Contract Administrator Building Environment Compliance Specialist Electrical/Mechanical Technologist Sr. Architectural Technologist			
Rates effective	Jan 1/01	1032.52	1066.73	1103.74
(ET) (MT) (AT) Annual Increments	Electrical Technologist Mechanical Technologist Architectural Technologist			
Rates effective	Jan 1/01	1270.08	1320.30	1370.52
(CPP) Coordinator Painting Program Annual Increments Rates effective	Painting Inspector & Contract Administrator Jan 1/01	1032.52	1066.73	1,103.74

**OFFICE ADMINISTRATION
POSITION/ CLASSIFICATION**

WAGE SCALE

CLASSIFICATION	TITLE	SALARY SCALE				
Drafter 2 Annual Increments	Drafter					
Rates effective	Jan 1/01	812.89	834.97	857.12	880.81	905.94
Drafter 3 Annual Increments	Computer Drafting Technologist					
Rates effective	Jan 1/01	753.32	777.90	805.35	830.92	860.29
(ESO4) Engineering Services Officer 4 Annual Increments	Project Manager					
Rates effective	Jan 1/01	1010.48	1057.42	1,109.51	1161.57	1221.80
(FO1) Financial Officer 1 Annual Increments	Staff Accountant Purchasing Card Co-ordinator Revenue Accountant Financial Analyst					
Rates effective	Jan 1/01	749.59	776.60	802.60	830.65	860.67

CLASSIFICATION	POSITION/ CLASSIFICATION WAGE SCALE ADMINISTRATION TITLE	SALARY SCALE				
(PO1) Purchasing Officer 1 Annual increments Rates effective	Purchasing Officer Tenders Officer Jan 1/01	696.44	714.36	734.73	755.95	777.88
(PO2) Purchasing Officer 2 Annual Increments Rates effective	Senior Purchasing Officer Jan 1/01	825.31	848.86	872.45	897.51	924.15
(PA) Property Administrator Annual Increments Rates effective	Property Administrator Jan 1/01	39764.38	41070.31	42,421.02	43819.70	45094.72
(APM) Assistant Property Manager Annual Increments Rates effective	Assistant Property Manager Jan 1/01	902.54	929.78	957.06	984.35	1010.46
(CACP) Contract Administrator, Capital Projects	Construction Inspector Mechanical/Electrical Inspector Jan 1/01	1210.86	1250.36	1293.75		

**POSITION/ CLASSIFICATION
WAGE SCALE
ADMINISTRATION
TITLE**

CLASSIFICATION

SALARY SCALE

(SO1) Systems Officer 1 Annual Increments	Support Officer							
Rates effective	Jan 1/01	894.20	921.34	950.34	979.40	1010.23		
(SO2) Systems Officer 2	Client Support Analyst							
Rates effective	Jan 1/01	995.72	1028.40	1060.89	1104.62	1149.90		
(SO3) Systems Officer 3 Annual Increments	Client/Technical Support Analyst Junior Business Systems Analyst							
Rates effective	Jan 1/01	947.39	981.44	1,027.48	1073.52	1123.56		
(SO4) Systems Officer 4 Annual Increments	Senior Business Systems Analyst Database Administrator/Technology Specialist Technology Specialist							
Rates effective	Jan 1/01	1017.53	1063.62	1,113.65	1164.68	1224.72		
(SO5) Systems Officer 5 Annual Increments	Coordinator, Technical Support							
Rates effective	Jan 1/01	1284.21	1344.05	1412.11	1477.77	1562.27		

**POSITION / CLASSIFICATION
WAGE SCALE
ADMINISTRATION
TITLE**

CLASSIFICATION

SALARY SCALE

(IO2)
Information Officer 2
Annual Increments
Rates effective

Communications Officer
Bilingual Communications Officer
Bilingual Media Relations Officer
Jan 1/01

907.60 934.55 963.12 993.33 1024.47

(Clk 4 Supply)
Clerk 4 Supply
Annual Increments

Inventory Control Clerk

Rates effective

Jan 1/01

20.02 20.42 20.87

Level 1 (OA-01)
Semi-Annual Increments

Rates effective

Jan 1/01

17.84 18.18 18.54 18.92 19.32

Level 2 (OA-02)
Semi-Annual Increments

Rates effective

Jan 1/01

18.13 18.51 18.87 19.28 19.68

Level 3 (OA-03)
Semi-Annual Increments

**POSITION/ CLASSIFICATION
WAGE SCALE
ADMINISTRATION
TITLE**

CLASSIFICATION

SALARY SCALE

Level4 (OA-04)
Annual increments to
Step 4 then Annual Increments

Rates effective Jan 1/01 18.87 19.29 19.68 20.12 20.58

Level5 (OA-05)
Semi-Annual Increments to
Step 3 then Annual Increments
Rates effective

Jan 1/01 16.48 16.85 17.21 17.59 17.97

Level6 (OA-06)
Semi-Annual Increments to
Step 2 then Annual Increments
Rates effective

Jan 1/01 16.90 17.25 17.61 18.03 18.42

Level7 (OA-07)
Annual Increments
Rates effective

Jan 1/01 17.33 17.73 18.12 18.55 19.00

Level8 (OA-08)
Annual Increments
Rates effective

Jan 1/01 17.97 18.36 18.82 19.24 19.71

**POSITION/ CLASSIFICATION
WAGESCALE
ADMINISTRATION
TITLE**

CLASSIFICATION

SALARY SCALE

Level9 (OA-09) Annual Increments Rates effective	Jan 1/01	18.83	19.24	19.68	20.12	20.64
Level 10 (OA-10) Annual Increments Rates effective	Jan 1/01	19.76	20.26	20.81	21.33	21.91
Level 11 (OA-11) Annual Increments Rates effective	Jan 1/01	21.46	22.09	22.74	23.43	24.17

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 Metro Toronto Housing Corporation Human Resources Division, 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 _____ (specify benefit claimed) during my employment with the Metro Toronto Housing Corporation.

Date

Employee Signature

APPENDIX C
LETTER OF UNDERSTANDING
RE: LATERAL TRANSFERS

When a vacancy occurs in the bargaining unit and a permanent full-time employee occupying the same position in the same classification wishes to transfer to the vacant position, such transfer shall occur under the following conditions:

The employee,

- a) must have completed the probationary period;
- b) may apply once per year for a successful transfer, but may apply more often if unsuccessful;
- c) must advise their supervisor and complete and forward the appropriate form to Human Resources within ten (10) days of the notice of vacancy;
- d) must be actively at work
- e) shall not have documented performance issues for a period of one (1) year, unless said documentation **has** been removed from files through the grievance procedure.

The parties further agree that:

- f) decisions for filling a vacant position shall be based on seniority;
- g) compassionate reasons will override seniority upon the agreement of the Union and the Employer;
- h) should a bargaining unit member decline a position for which they have requested a transfer, they will not be eligible to apply for a period of one (1) year thereafter.
It is understood and agreed that this Letter of Understanding shall form part of the Collective Agreement.

Dated at Toronto, this 2nd day of March 2001.

FOR THE UNION:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

FOR THE EMPLOYER:

[Handwritten signature]

[Handwritten signature]

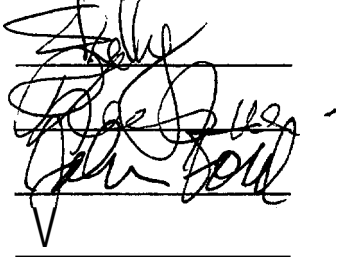
APPENDIX D

LETTER OF UNDERSTANDING- CONTRACTING OUT

The Employer agrees that for the duration of this Collective Agreement (January 1, 2001 to December 31, 2001), before any permanent employee is declared surplus because of new contracting out (.ie. not regular seasonal contracting out or the existing contracting out arrangements), the Employer will meet with the Union, at least 30 days prior, to review the other acceptable options to reduce cost and minimize the impact on permanent employees.

Dated at Toronto, Ontario, this 2nd day of March 2001.

FOR THE UNION:



FOR THE EMPLOYER:

