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THIS AGREEMENT made as of the 1st day of April, 1996

BETWEEN :

City of Toronto Non-Profit Housing Corporation
(hereinafter called "Cityhome")

OF THE FIRST PART

and

Metropolitan Toronto Civic Employees' Union
Local No. 43 (formerly Toronto
Civic Employees' Union No. 43,
Affiliated with the Canadian Union
of Public Employees and the Canadian
Labour Congress)

(hereinafter called "Local 43")

OF THE SECOND PART

WHEREAS Local 43 is chartered as a member of the Canadian Union of Public Employees and is affiliated with the Canadian Labour Congress; and

WHEREAS the employees of Cityhome who are engaged in work outside the administrative offices of Cityhome and who occupy the positions set out in Schedule "A" have been certified as a bargaining unit of Local 43; and

WHEREAS Local 43 and Cityhome entered into an agreement made as of the 1st day of January, 1993 with respect to the terms and conditions of the employment by Cityhome of the employees of Cityhome represented for collective bargaining purposes by Local 43, (which agreement is hereinafter referred to as the "1993 Agreement").

WHEREAS following negotiations in good faith, Cityhome and Local 43 have mutually agreed to make certain changes and alterations in or to the 1993 Agreement and re-enact the said Agreement as so amended, for a period of two years commencing the 1st day of April 1, 1996.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises Cityhome and Local 43 hereby mutually covenant and agree as follows:

11712(01)

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ARTICLE 1

RECOGNITION

1.01 City of Toronto Non-profit Housing Corporation, hereinafter referred to as "Cityhome", recognizes Local 43 as the sole bargaining agent for collective bargaining purposes for all employees from time to time who are engaged in work outside the administrative offices of the Non-profit Housing Corporation and who occupy the positions set out in Schedule "A" hereto annexed and forming part of this agreement, such unit of employees being hereinafter referred to as "the 43 Unit".

ARTICLE 2

MANAGEMENT RIGHTS

2.01 That Local 43 acknowledges that it is the exclusive function of Cityhome to:

- (a) maintain order, discipline and efficiency.
- (b) hire, discharge, direct, classify, transfer, promote, demote, and suspend or otherwise discipline any employee of Cityhome coming within the 43 Unit provided that a claim of discriminatory promotion, demotion or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as provided.
- (c) generally to manage the operations and undertakings of Cityhome and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which Cityhome in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of Cityhome.

2.02 That Cityhome agrees that it will not exercise the foregoing functions set out in sub-clause 2.01 in a manner inconsistent with the provisions of this Agreement.

ARTICLE 3

UNION SHOP

3.01 That it shall be a continuous condition of employment with Cityhome that all employees coming within the 43 Unit shall be members in good standing and that all future employees who come within the 43 Unit shall become members of Local 43 from the respective dates of the commencement of their employment and thereafter shall remain as such members in good standing.

3.02 That Cityhome shall not be required to discharge an employee who has been expelled or suspended from membership in Local 43, other than for engaging in unlawful activity against Local 43.

3.03 That Cityhome in respect to each of the employees who is subject to the provisions of sub-clause 3.01 hereof shall:

- (1) deduct from each pay of such employee such sum for dues and required contributions to Local 43 provided such are to be uniformly levied for not less than six months, payable by such employee as the by-laws of Local 43 may from time to time provide;
- (2) continue to make such deductions until this Agreement is terminated; and
- (3) within one week after making each such deduction, pay the sum so deducted to Local 43.

3.04 That Local 43 will provide to Cityhome a certified true copy of the by-laws of Local 43 authorizing any such dues and required contributions and a certified true copy of the minutes of a meeting at which any change in such dues and contributions is made.

3.05 That Local 43 will save Cityhome harmless from any and all claims which may be made against Cityhome for amounts deducted from pay as herein provided.

3.06 That the actual costs to Cityhome from time to time during the currency of this agreement of carrying out the provisions of Article 3 hereof shall be paid by Local 43 to Cityhome forthwith upon receipt of accounts therefore from the Treasurer of Cityhome.

3.07 A Shop Steward or a union representative will be allowed an half (1/2) hour to introduce new employees to the Collective Agreement and By-law provisions at the time of hire.

ARTICLE 4

PROBATIONARY EMPLOYEES

4.01 That Cityhome shall have the exclusive and unlimited right to discharge any employee of Cityhome at any time within the first 1044 aggregate hours actually worked with Cityhome, such period to be defined as the Probationary Period. The Probationary Period may not be completed while the employee is absent. In no case shall an employee be required to complete more than one Probationary Period. The Probationary Period shall be the first 1044 aggregate hours paid, exclusive of any amount paid required by statute or regulations, for example holiday pay, calculated from the first date of hire and provided that the employee has not been absent from work for a period of time greater than six (6) calendar months.

4.02 That in the event of a staff reduction, probationary employees shall be removed from work in reverse order of seniority within the position classification involved. If work becomes available, such persons, if not more than six (6) months have elapsed from the date they become surplus to the work requirements of Cityhome, shall be re-employed in seniority order, provided that they possess the necessary qualifications for such work.

ARTICLE 5

NO DISCRIMINATION

5.01 That Cityhome and Local 43, their respective servants and agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, age, sex, sexual orientation, marital status, family relationship, handicap, nor by reason of union affiliation. Handicap shall be as amended by the Human Rights Code, 1981.

5.02 Cityhome agrees that it will not, either directly or through any person acting on its behalf discriminate against any

person in its employ because of such person being an officer, steward, committee member or member at large of Local 43.

5.03 Local 43 agrees that it will not discriminate against any employee of Cityhome who, as a member of Local 43 is serving or has served in a position in which an element of supervision is required over other employees of Cityhome who are members of Local 43.

ARTICLE 6

NO STRIKE OR LOCK-OUT

6.01 That there shall be no strike or lock-out so long as this Agreement continues to operate. The words "strike" and "lock-out" shall be as defined by the Labour Relations Act, 1995, S.O. 1995.

ARTICLE 7

WAGES AND BENEFITS

7.01 That all employees of Cityhome coming within the 43 Unit shall be paid wages in accordance with the rates of pay for their respective positions, set forth in Schedule "A" hereto annexed.

7.02 Cityhome employees who are required to live in the project in which they work will be given housing accommodation appropriate to the size of their immediate family subject to the availability of appropriately sized units within the project. It is agreed that no overhoused or underhoused situation will exist beyond the term of this contract. Cityhome will provide one (1) parking space, if required, to each Assistant Superintendent and Superintendent, in a location as determined by Cityhome. The utilities of heat, water supply, hydro and standard telephone (excluding long-distance personal calls) will be supplied by Cityhome.

7.03 For taxable benefit calculation purposes, the unit rent for the Superintendent and the Assistant Superintendent shall be assessed at the rate of \$300.00 per month for a one bedroom unit, plus \$100.00 per month for each additional bedroom up to a maximum of \$500.00 per month including utilities and one (1) parking space.

7.04 Cityhome will defray the moving expenses of a Superintendent or Assistant Superintendent who is permanently transferred by Cityhome to another site.

7.05 Cityhome will issue all payroll payments by direct deposit to the financial institution of the employee's choice and will provide a written statement of payments and deductions to the employee.

ARTICLE 8

HOURS OF WORK

8.01 The normal work week of all employees of Cityhome, with the exception of Superintendents and Assistant Superintendents, coming within the bargaining unit shall consist of five (5) days of eight (8) hours per day, provided that an employee coming within the bargaining unit whose normally scheduled work day is in excess of eight (8) hours, or whose normally scheduled work week exceeds five (5) days, shall not be required by Cityhome to work (as part of the employee's normal work schedule) in excess of an average of 160 hours per four week period over a reasonable period of time.

8.02 Superintendents and Assistant Superintendents shall be on call to cover emergencies on a regularly scheduled basis in their regular work location and when called shall work as necessary to facilitate or correct the emergent situation. "Emergency" shall mean fire, flood, mechanical breakdown, power failure, activation of fire alarm systems, elevator breakdown, lack of heat, or other situations which can reasonably be determined to adversely affect the life safety of the occupants.

ARTICLE 9

OVERTIME PAY

9.01 Each employee of Cityhome coming within the bargaining unit, with the exception of Superintendents and Assistant Superintendents:

- (a) whose normal work week consists of five (5) days per week of eight (8) hours per day shall be paid by Cityhome at the rate of time and one half for all time worked by such employee on any day of the employee's five (5) scheduled working days in excess of the employee's scheduled eight (8) hours for such date, and at the rate of time and one half for all time worked by the said employee on any day in any calendar week other than on the employee's five (5) eight-hour scheduled working days; and

- (b) whose normal work week is other than five (5) days per week and eight (8) hours per day shall be paid by Cityhome at the rate of time and one half for all time worked by such last-mentioned employee over the employee's regularly scheduled shift.

9.02 Except for Superintendents and Assistant Superintendents, an employee who during a regularly scheduled work day excluding the said employee's scheduled working hours, or a non-scheduled work day, is required to stand by for work, shall be available for work when called by telephone and shall receive from Cityhome an allowance therefore as follows effective October 24, 1996:

- (a) \$5.00 from the end of shift on a regular work day to the beginning of shift on the following day, where the following day is a regular work day;
- (b) \$5.00 from the end of shift on a regular work day to 12:00 a.m. on the following day, where the following day is a scheduled day off;
- (c) \$10.50 for each scheduled day off;
- (d) \$5.00 from the end of a scheduled day off to the beginning of shift on the following day, where the following day is a regular work day.

9.03 Except for Superintendents and Assistant Superintendents, each employee coming within the 43 Unit who has completed the employee's regular day's work and who has left the premises where the employee works, and is called out and reports for overtime work, or who is called out and reports for work on other than the employee's regular work day, shall be paid by Cityhome as a minimum the equivalent of four (4) hours' pay at his/her regular overtime rate, whether such employee works or not, for each time such employee is so called out and reports for overtime work or work, as the case may be.

ARTICLE 10

SHIFT PREMIUM

10.01 Weekend Premium

Each employee in the Cleaner classification who is required to work a shift that includes Saturday or Sunday or both, shall receive a weekend premium of \$0.75 (seventy-five cents) per hour for all regular hours worked on Saturday and Sunday.

10.02 Afternoon Shift Work

Each employee in the Cleaner classification who is required to work a shift the majority of which is in the afternoon shall receive a shift premium of \$0.60 (sixty cents) per hour for all hours of the shift so worked. If such hours fall on a Saturday or Sunday the weekend shift premium shall also apply.

ARTICLE 11

CHANGE TO REGULARLY SCHEDULED HOURS OF WORK

11.01 When an employee is given less than 48 hours' notice of a change of their regularly scheduled hours, by management, the employee will be paid at the rate of time and one-half for the first eight (8) hour period.

ARTICLE 12

TIME OFF IN LIEU OF OVERTIME

12.01 That no employee of Cityhome coming within the 43 Unit, shall be entitled to or required to take time off in lieu of overtime worked by such last-mentioned employee provided that where such employee and the General Manager agree in writing such employee may take time off in lieu of overtime, to a maximum of eighty (80) hours each calendar year, such time off to be calculated at the rate of one and one-half hours for each hour of overtime worked.

ARTICLE 13

DESIGNATED/STATUTORY HOLIDAYS

13.01 An employee shall be paid for a statutory or designated holiday or given a day off in lieu as follows: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day,

Remembrance Day and two Floating Holidays, provided that the employee works on the employee's regularly scheduled day before and after the holiday. PROVIDED that whenever any of the days so designated, with the exception of Remembrance Day (November 11th) falls on a Saturday or Sunday, then the preceding Friday or the following Monday will be declared by Cityhome as the day to be observed as a holiday instead of the day so designated.

13.02 Employees of Cityhome coming within the 43 Unit who are required to work on a designated/statutory holiday, as set forth in Article 13.01, shall be paid at the rate of time and one half.

13.03 That each employee coming within the 43 (Cityhome) Unit shall be granted during each calendar year, two (2) days off with pay, to be termed Floating Holidays, provided that such employee has four (4) months or more of continuous service.

ARTICLE 14

VACATIONS

14.01 That each employee of Cityhome coming within the 43 Unit shall be eligible for vacation with pay on the following basis:

- (a) on completion of one year's service as of the first anniversary date of employment with Cityhome - three weeks' vacation annually;
- (b) on completion of nine years' service as of the ninth anniversary date of employment with Cityhome - four weeks' vacation annually;
- (c) on completion of seventeen years' service as of the seventeenth anniversary date of employment with Cityhome - five weeks' vacation annually;
- (d) On completion of twenty-two years' service, as of the twenty-second anniversary date of employment with Cityhome - six weeks vacation annually.

PROVIDED that days to be observed hereunder as holidays by all employees of Cityhome who come within the 43 Unit, shall not be considered as part of vacation.

14.02 That annual vacation shall be taken during the calendar year provided that an employee who is eligible for vacation with

pay pursuant to sub-clause 14.01 may with the consent of the General Manager or at the request of said General Manager and with the consent of such employee, postpone the annual vacation to the next calendar year.

14.03 That in any calendar year an employee who is eligible for vacation with pay under sub-clause 14.01 hereof on the basis therein set forth, may be eligible for vacation entitlement for such calendar year provided that if any such vacation is taken in advance of actual entitlement thereto and such employee subsequently leaves the service of Cityhome, other than by reason of death or retirement, Cityhome shall be entitled to recover from such employee the value of such vacation taken prior to actual entitlement thereto.

14.04 That where an employee of Cityhome coming within the 43 Unit:

- (a) leaves the service of Cityhome after January 1st in any year and prior to receiving vacation in that year, such employee shall be given vacation on account of the previous year's service in accordance with sub-clause 14.01 hereof, and in addition, in lieu of vacation with respect to the year in which the employee leaves, where the anniversary date of employment with Cityhome of such employee is earlier in the year than the date of the employee's termination of employment, the employee shall be entitled to receive an amount equal to 2 percent for each week of the employee's vacation entitlement under said sub-clause 14.01 of the employee's earnings between the anniversary date of the employee's employment with Cityhome and the effective date of the employee's leaving.
- (b) dies on or after January 1st in any year and prior to receiving vacation in that year, such employee shall have paid to the employee's estate an amount equivalent to the salary or wage that would normally have been paid to the employee on account of vacation.
- (c) is being retired, such employee shall in addition to any vacation to which the employee is entitled under said sub-clause 14.01 be entitled to a proportion of the vacation for the year in which the employee is being retired, for which the employee would be eligible if the employee was not retired based on the employee's length of service between the first of the year in which the employee is being retired and the employee's effective

date of retirement, all of which vacation shall be taken prior to the effective date of retirement, or a final payment of salary or wages in lieu thereof may be made on retirement at the employee's option.

- (d) is being retired on account of disability, an amount equal to the salary or wages shall be paid to such employee on account of any unused portion of vacation due to such employee on the effective date of retirement.

14.05 That when an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of illness or accident, such employee shall be entitled:

- (a) to receive sick pay in accordance with Article 15 hereof in lieu of vacation for the days of such vacation lost by reason of such hospitalization, provided that written notice is given to the General Manager at the commencement of such hospitalization and O.H.I.P. verification thereof is provided on such employee's return to work.
- (b) to the period of vacation lost by reason of such hospitalization, which shall be re-scheduled and which shall not be considered as an automatic extension of the originally approved vacation schedule.

14.06 That an employee who is required to serve as a juror in a Court or is required by Cityhome to serve as a witness in a Court proceeding during the employee's vacation period may request that the period of vacation time lost be changed to leave of absence for such purpose under sub-clause 32.01 (a) of Article 32 hereof.

ARTICLE 15

SICK PAY

15.01 That in this Article 15 "month" shall mean a calendar month.

15.02 That each employee shall receive a gross sick pay credit of one and one-half days for each month of "unbroken" service, such credit to be cumulative.

15.03 That a month of "unbroken" service shall be one where an employee is employed, in full or in part, on all working days in

the month, except that unemployment due to weather conditions or lack of work shall not contribute toward a "broken" month, provided that the employee works one or more days during the month. Loss of time due to accidents occurring while on duty or illness except as provided for in sub-clause 15.06 and leave of absence for jury or witness service as provided for in Article 32.01 hereof shall not be considered as breaking a month's service.

Leave of absence, without pay, when provided in order to complete annual vacation entitlement, shall not be considered as breaking a month's service.

15.04 The credits shall be cumulative as from the beginning of the first complete month after the commencement of duties.

15.05 The subject to sub-clause 15.03 when a employee is given leave of absence without pay for any reason, or is laid-off on account of lack of work, and returns upon expiration of such leave of absence or period of lay-off, the employee shall not receive credits for the period of such absence but shall retain the employee's cumulative credits, if any, existing at the time of such leave or lay-off.

15.06 That if an employee is absent on account of illness and the employee's cumulative sick pay credits have been exhausted, the employee shall not receive a credit of one and one-half days per month for the remainder of such absence.

15.07 That if an employee resigns said employee's position or is discharged for cause and later returns, the employee shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving Cityhome.

15.08 That Sick Pay Credits earned by service in Cityhome shall be allowed to the employee concerned and authorized sick pay shall be payable by Cityhome.

15.09 That whenever an employee's days of illness exceed the employee's Cumulative Credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.

15.10 That the General Manager shall authorize sick pay to employees as follows:

- (a) each employee who has completed the first six months of service as defined in sub-clause 15.13 shall be eligible

to receive "Sick Pay" at full salary or wage rate for any time lost by reason of illness or injury, except where such employee has sustained personal injury by accident arising out of and in the course of employment with Cityhome to the full extent of Sick Pay Credits available to the employee at the time of each absence.

- (b) where an employee is absent by reason of personal injury by accident arising out of and in the course of employment with Cityhome and an award is made by the Workers' Compensation Board, such employee shall be entitled to receive the difference between the employee's salary or other remuneration and the amount of such award, to the extent of the employee's Cumulative Sick Pay Credit.

15.11 That the number of days or parts of days for which an employee receives "Sick Pay" shall be deducted from the employee's Cumulative Sick Pay Credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for half a day or more, and less than a full day, shall be deducted as one-half day.

15.12 That the whole or any part of vacation which may still be due on account of the previous year's service shall be given an employee while absent because of illness or on Workers' Compensation when such employee's sick pay is exhausted, only if it is requested by such employee or it is necessary in order to complete such vacation before the end of the current calendar year or the sick pay shall be interrupted in order that vacation may be completed before the end of the year.

15.13 That the six months of service shall be completed upon obtaining 1,044 aggregate hours and no sick pay shall be authorized for the period prior to such anniversary date.

15.14 That an employee absent for more than three (3) consecutive working days shall furnish within seven (7) days except where reasonable explanation is given from commencement of absence, a certificate from the employee's personal physician covering duration of illness with first and last dates of attendance upon the employee. An employee absent for more than 24 consecutive days shall furnish immediately following such 24 days and each subsequent 24 consecutive days of absence, a certificate from the employee's personal physician covering the latest date of attendance and the probable date on which the employee will return

to duty.

15.15 That an employee shall not be entitled to sick pay in advance of any credit the employee may earn in the current month - such credit becoming available on the first day of the succeeding month.

15.16 That Cityhome shall provide, yearly, in writing, to each employee, the employee's accumulation/status of sick time/sick bank as of December 31st each year.

15.17 Employees of Cityhome coming within the 43 Unit will be entitled to use up to six (6) days sick leave per calendar year to attend to ill members of their immediate family (mother, father, spouse, son, daughter). After three (3) such consecutive days, a certificate from the ill family member's attending personal physician covering duration of illness shall be furnished to the General Manager by the employee. This leave will be deducted from the employee's sick bank.

ARTICLE 16

EMPLOYEE INJURED DURING SHIFT

16.01 That an employee of Cityhome coming within the 43 Unit, who is injured by accident arising out of and in the course of employment with Cityhome, and who during the shift when such injury occurred is required to leave for treatment or is sent home, for or because of such injury, shall be entitled to and be paid by Cityhome the employee's regular rate of pay for the remainder of such shift not worked, without deduction of sick pay by reason thereof, unless a physician states that such employee is fit for further work on such shift.

16.02 That when an employee who is injured in circumstances in which s/he might be entitled to compensation under the Workers' Compensation Act, elects instead to claim against the third person, s/he shall be entitled to receive Sick Pay benefits in the same manner and to the same extent as provided herein if such injury had not been sustained by accident arising out of and in the course of employment with Cityhome, provided that s/he shall, as a condition of receiving Sick Pay benefits as aforesaid, undertake in writing to reimburse Cityhome out of the proceeds of any settlement or judgment upon such claim, and upon his/her having made such reimbursement, his/her accumulated Sick Pay Credits shall be restored accordingly.

ARTICLE 17

PAYMENT OF CUMULATIVE SICK PAY CREDIT GRANTS

17.01 That in this clause "employee" means an employee of Cityhome coming within the 43 Unit who has been in the employ of Cityhome for an aggregate of at least ten years.

17.02 That upon termination of employment, there shall be paid to:

- (a) every employee who (i) is retired on account of age; (ii) retires from employment;
- (b) every employee who, while in the service of Cityhome, has become incapable through illness, old age, or disability, of efficiently discharging the employee's duties and subject to sub-clause 16.05, there may be paid to one or more dependents of an employee who dies during employment;

the whole or part of such amount as is equal to the cumulative sick pay credit of an employee, but in no case shall such amount exceed the aggregate amount of the employee's salary or other remuneration for the period set forth in Column 2 of the schedule contained herein corresponding to the service requirement set forth in Column 1 thereof. The following is the schedule herein before mentioned:

Column 1	Column 2
Service Requirement	Period
At least 10 yrs. and less than 15 yrs.	Three calendar months
At least 15 yrs. and less than 20 yrs.	Four calendar months
At least 20 yrs. and less than 25 yrs.	Five calendar months
At least 25 yrs.	Six calendar months

17.03 That upon termination of an employee's employment with Cityhome there shall be paid to every employee who resigns such employment, except where such resignation has been requested as an alternative to discharge, a separation gratuity of the whole or part of such amount as is equal to one-half the cumulative sick pay credit of the employee, but in no case shall such amount exceed the

aggregate amount of the employee's salary or other remuneration for the period set forth in Column 2 of the schedule contained in sub-clause 17.02 hereof corresponding to the service requirement set forth in Column 1 thereof.

17.04 That for the purpose of meeting the service requirements described in sub-clause 17.02 the following shall be included:

- (a) all time lost on account of absence for reason of illness where the employee was paid for such absence.
- (b) all time lost on account of absence for reasons of illness where the employee was not paid for such absence but was considered as being on sick leave.

17.05 That in the event of the death of an employee, the amount payable under this Article shall be paid to such of the employee's dependents if any, as the Board of Directors may in its sole discretion determine, and otherwise, to the employee's estate.

17.06 That in no case shall an award made by the Workers' Compensation Board be deducted from any authorized grant to an employee or the employee's dependents.

ARTICLE 18

MEDICAL BENEFITS AND LIFE INSURANCE

18.01 That the benefits provided by Cityhome under this Article shall take effect after the employee has completed 1,044 aggregate hours.

18.02 That in respect of an employee of Cityhome coming within the 43 (Cityhome) Unit who is an insured person under the Health Insurance Act, Cityhome shall pay 100 percent for the insured services of such employee and the dependant or dependants thereof, and dependant full-time students over the age of twenty-one (21), if any, required thereunder.

18.03 That Cityhome shall enter into a contract with an insurer selected by Cityhome for the purpose of supplementing the insured services referred to in sub-clause 18.02 hereof by providing accommodation at the semi-private ward level for any employee to whom such sub-clause is applicable, and such contract shall provide that in respect of each such employee, Cityhome shall pay 100 percent of the single premium or the family premium, as the case

may be, for such supplementary services provided that such insured services shall provide benefits equivalent to the benefits provided by Cumba Co-operative Health Services.

18.04 That Cityhome shall enter into a contract with an insurer licensed under the Insurance Act or an association registered under the Prepaid Hospital and Medical Services Act to provide an Extended Health Benefits plan providing for a basic deductible of ten (10) dollars per year with respect to each employee or spouse or child thereof, full time students 21 years of age to a maximum of 25 years of age, covered thereby, subject to a second and final deductible of ten (10) dollars per year with respect to each employee with the employee's family covered thereby, for any employee of Cityhome coming within the 43 (Cityhome) Unit, who is an insured person under the Health Insurance Act, Cityhome shall pay 100 percent for the insured services of such employee and the dependant or dependants thereof, and dependant full-time students over the age of twenty-one (21), if any, required thereunder, of the single premium or family premium, as the case may be, for such extended health benefits coverage provided that the eye Glass Benefit provided thereunder shall be a maximum of two hundred (200.00) dollars every two calendar years.

Paramedic, Chiropractic, Osteopathic and Paediatric coverage will be included under the Extended Health Benefits Plan.

The cost of Hearing Aids, covered under the Extended Health Benefits Plan, will be to a maximum of \$500.00.

The Paramedic Service benefit provided thereunder shall be a maximum of two hundred and fifty dollars (\$250.00) per year.

18.05 That each employee of Cityhome coming within the 43 Unit shall, as a condition of employment, be insured under a group life insurance contract to be entered into by Cityhome with an insurer licensed under the Insurance Act and selected by Cityhome, in the amount of \$7,500 for each such employee covered by such insurance, and Cityhome shall pay 100 percent of the part of the premium for such insurance chargeable in respect of each such employee covered thereby.

- a) That Cityhome will provide a three thousand dollar (\$3,000.00) paid-up group life insurance policy for employees who retire on or after January 1, 1992.

18.06 That Cityhome shall enter into a contract with an insurer licensed under the Prepaid Hospital and Medical Services Act to provide a plan for payment for dental services equivalent to the Red (no deductible) dental plan of Cumba Co-operative Health Services, for each employee of Cityhome coming within the 43 Unit, and such contract shall provide that in respect of each such employee covered thereby, Cityhome shall pay 100 percent of the single premium or family premium, as the case may be, for such plan.

18.07 That Cityhome will provide by contract with an insurer selected by Cityhome, additional dental insurance equivalent to Cumba Dental Rider number 1 (one) (dentures on a 75 percent (Cityhome)/25 percent (employee) deductible basis) and Cumba Dental Rider number 2 (two) (Endodontics, Periodontal and Extensive Oral Surgery) (non-deductible) and an Orthodontia Rider on a 50 percent co-insurance basis with a \$2,000.00 maximum lifetime benefit per child for employees' dependent children under 21 years of age to include all employees and their spouses for those employees eligible for dental insurance provided in sub-clause 18.06 herein and Cityhome shall pay 100 percent of the single or family premium as the case may be for each employee so covered thereby.

18.08 That Cityhome will provide by contract with an insurer selected by Cityhome additional dental insurance equivalent to the Cumba Restorative Rider (crowns and caps; cosmetic caps not included), non-deductible on a 50% co-insurance basis with a \$500 maximum yearly benefit per child for employees' dependent children under 21 years of age to include all employees and their spouses for those employees eligible for dental insurance provided in sub-clause 18.06 herein and Cityhome shall pay 100% of the single or family premium as the case may be for each employee covered thereby. Caps and crowns benefit commences January 1, 1988. Effective January 1, 1992 coverage shall include fixed bridgework.

18.09 That each employee of Cityhome coming within the 43 Unit shall as a condition of employment be insured under a Long-Term Disability Insurance contract to be entered into by Cityhome with an insurer licensed under the Insurance Act and selected by Cityhome, in a monthly amount equal to 75 percent of the basic salary of such employee at the date of the onset of such employee's total disability. Effective the first of the month following ratification by the parties, increase the amount of the long term disability benefit by \$25.00 per month to current recipients of long term disability benefits. The amount shall not result in an employee receiving a monthly benefit that exceeds the current monthly maximum of \$2,000, where the onset of total disability

occurs on or after January 1, 1986, reduced in each month by the amount which such employee is eligible to receive for or with respect to such month under:

- (a) the Canada or Quebec Pension Plan;
- (b) any retirement pension plans for employees of Cityhome;
- (c) the Workers' Compensation Act; and
- (d) any other plan or program to which Cityhome makes a contribution; to be payable commencing on the completion of six (6) months after the onset of such employee's total disability and the cessation of any period thereafter that the employee receives sick leave pay, and Cityhome shall pay 100 percent of the premium for such insurance payable in respect of each such employee covered thereby.

When the onset of total disability occurs, Cityhome agrees to waive the stipulation of paid benefits included in Article 36.01; Cityhome will pay medical benefit premiums included in Article 18 for those employees whose sick bank, vacation or other time allowance has been depleted, during the six month waiting period for the commencement of Long Term Disability coverage, if applicable.

That for those employees in receipt of Long Term Disability benefits, Cityhome shall pay 100 per cent of the premiums for the Comprehensive Medical Protection, Dental and Semi-Private Hospitalization Insurance coverage.

ARTICLE 19

RETIREMENT AND PENSION

19.01 Cityhome has entered into an agreement with the Ontario Municipal Employees Retirement System (OMERS) to provide benefits for each full-time employee coming within the 43 Unit who are eligible for benefits. The Pension Plan is equivalent to that of the Corporation of the City of Toronto OMERS Plan. The 43 Unit Pension Plan is based on the "90" formula.

19.02 That each employee of Cityhome coming within the 43 Unit

shall be retired upon attaining the age of sixty-five (65) years, such retirement to be effective upon the last day of the month in which the sixty-fifth birthday of such employee occurs.

19.03 That retired employees of the Cityhome 43 Unit shall be entitled to 100% medical/dental benefits, as provided for under Article 18 of the Collective Agreement.

ARTICLE 20

LEAVE OF ABSENCE

20.01 That each employee of Cityhome coming within the 43 (Cityhome) Unit who is absent from work solely due to the death and funeral of the father, mother, son, daughter, brother, sister, husband or wife of the employee, will be compensated for time so lost by him/her from his/her regular schedule by reason of such absence, at his/her regular rate of pay, up to a maximum of four (4) working days following such death for each such absence, and provided further that should the employee be unable to attend the funeral because of the distance to be travelled, such employee may be granted a day off with pay for the purpose of mourning the death.

That each employee of Cityhome coming within the 43 (Cityhome) Unit who is absent from work solely due to the death and funeral of the mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild of the employee, will be compensated for time so lost by him/her from his/her regular schedule by reason of such absence, at his/her regular rate of pay, up to a maximum of three (3) working days following such death for each such absence, and provided further that should the employee be unable to attend the funeral because of the distance to be travelled, such employee may be granted a day off with pay for the purpose of mourning the death.

20.02 That where an employee of Cityhome who is a member of Local 43 is required to attend to any business of Local 43 during working hours, such employee may at the discretion of the General Manager be granted time off from such work to attend to such business provided that Local 43 makes written application therefore, giving reasonable advance notice thereof to the General Manager, such time off shall be without pay unless covered by some other Article in this Agreement.

20.03 That Cityhome will consider each request for leave of absence from Local 43 on its merits on the basis that any such

leave of absence on an extended basis may be granted by the Board of Directors with the concurrence of the General Manager to an employee of Cityhome elected to a full time office within Local 43, provided such leave shall not involve any cost to Cityhome and upon expiration of the employee's term of office, such employee shall be returned to a position in a classification comparable to that in which the employee was employed before taking office, if such is available, or if not, to any other position as may be determined as being suitable by the General Manager.

20.04 That Pregnancy and/or Parental Leave shall be provided as follows:

- a) Pregnancy and/or Parental Leave without pay, shall be in accordance with Part XI of The Employment Standards Act R.S.O. 1990 as amended.
- b) For any employee who does not qualify under Part XI of the said Act, Pregnancy and/or Parental Leave without pay, shall be at the discretion of the Head of the Department concerned and if granted shall be administered in accordance with the Act.
- c) A request for an extension of Parental Leave may be granted at the discretion of the General Manager and shall not involve any expense to Cityhome and an employee shall retain his/her original seniority date.
- d) For those employees who are granted a leave of absence and have acquired a seniority date, seniority shall continue to accrue for the period of absence. PROVIDED that this accrual of seniority shall not count toward the completion of a probationary period or toward eligibility of benefits.
- e) Cityhome shall provide coverage and pay its share of the premiums for the applicable benefits for any period of Pregnancy and/or Parental Leave taken in accordance with sub-clauses (a) and (b) herein, and the employee shall pay his/her share, if any, unless the employee elects, in writing, that he/she does not wish benefit coverage.
- f) That vacation entitlement will not be reduced as a result of any period of Pregnancy and/or Parental Leave taken in accordance with sub-clauses (a) and (b) herein.

g) Pregnancy and/or Parental Leave taken in accordance with sub-clause (a) and (b) herein, shall not involve any expense to Cityhome except as provided in sub-clauses (e), (f), (i) and (j).

h) An employee who is granted an extension of Parental Leave in accordance with sub-clause (c) herein, and who wishes to continue benefit coverage shall be responsible for paying in advance, by post-dated cheque(s) the full premiums for the benefit coverage chosen. Such employee shall be advised of the cost of the applicable benefits prior to the commencement of the Parental Leave. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

i) Payments During Pregnancy Leave

An employee on Pregnancy Leave shall be eligible, provided she is in receipt of Employment Insurance Benefits pursuant to Section 18 of the Employment Insurance Act, S.C., 1996 to the following

payments:

i) for the first two weeks of leave - no pay;

ii) for additional weeks of absence up to fifteen (15), payments equal to the difference between 75% of the employee's regular rate and the sum of her weekly Unemployment Insurance Benefits and any other earnings.

j) Payments During Parental Leave
(Effective July 12, 1991)

1) An employee on Parental Leave shall be eligible, provided he/she is in receipt of Employment Insurance Benefits pursuant to the Employment Insurance Act, S.C., 1996 to the following payments:

i) for the first two (2) weeks of leave - no pay;

ii) for the remainder of such Parental Leave, payments equal to the difference between 75 per cent of the employee's regular rate and the sum of his/her weekly Unemployment Insurance benefits and any

other earnings;

- iii) except that (i) does not apply in the case of an employee who completes her Pregnancy Leave and immediately commences Parental Leave.

In accordance with the Employment Standards Act, the Parental Leave of an employee who takes a Pregnancy Leave, must begin when the Pregnancy Leave ends unless otherwise provided for under the Act.

20.05

- (a) Where an employee with at least one year of seniority legally adopts a child and the adoption agency requires the employee's absence to care for the child, such employee shall be entitled to adoption leave on application to the General Manager for a period of up to six weeks.
- (b) Adoption leave under other circumstances, including an extension of leave hereunder up to a total of three months, shall be at the discretion of the General Manager.
- (c) Any period of adoption leave shall be at no cost to Cityhome with no loss of seniority.

20.06 That an employee may request and, subject to the approval of the General Manager, be granted leave of absence without pay, up to three (3) consecutive working days for personal reasons.

ARTICLE 21

SENIORITY/LAY-OFF/RE-CALL

21.01 A seniority date shall be established for each employee immediately following completion of a Probationary Period as defined in Article 4, and seniority date shall be calculated by back-dating six calendar months from the date on which 1,044 aggregate work hours are attained in accordance with Article 4.

21.02 Seniority shall continue to accumulate except for any of the reasons set forth below:

- (a) Such employee voluntarily quitting employment with Cityhome ;

- (b) Discharge of such employee for reasonable cause from employment with Cityhome;
- (c) Such employee's failure to report for work within five (5) working days of the date of a recall, notification of which will be by registered mail to the employee's last known address.
- (d) Absence of such employee from work without written notice to Cityhome, in excess of seven (7) calendar days from commencement of such absence.
- (e) Such employee not being re-called to work with Cityhome within twenty-four (24) months from the date of lay-off.

21.03 That seniority shall prevail on a Cityhome wide basis for purposes of promotion as provided in Article 23, and in cases of lay-off, as provided in this Article.

21.04 (a) That in the event of a lay-off, employees shall be removed from work, subject to Article 21.04 (b), in reverse order of seniority within the classification involved. During the period of lay-off from Cityhome such persons shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the specified period as provided for in Article 21.05 herein.

(b) That in the event of any lay-off, any employee so affected with at least twelve (12) months of seniority may be given preference for a suitable vacant position for which the employee is qualified.

(c) All benefits accumulated by an employee prior to a lay-off shall be suspended during the period that such persons are laid off. Upon re-employment, benefits shall again commence, subject to the requirements thereof.

21.05 (a) That in the event of any re-call, positions shall be made available to persons who have been laid-off provided that:

- (i) such persons have seniority dates;
- (ii) not more than twenty four (24) months have elapsed from the date of their lay-off from Cityhome;
- (iii) such persons are the most senior;

(iv) and provided that such persons are being re-called to a position at an equal or lower wage.

21.06 Cityhome shall maintain a seniority list showing each employee's date of hire and seniority date. Updated seniority lists shall be sent to the Union and posted on the bulletin boards accessible to employees on a quarterly basis.

ARTICLE 22

REQUESTS FOR TRANSFERS

22.01 An employee wishing to transfer to another location within the same classification may submit, once per year, such request in writing to the General Manager.

ARTICLE 23

APPOINTMENTS AND PROMOTIONS

23.01 That whenever appointments to or promotions within Cityhome are to be made, the General Manager shall set forth the duties of the position and the qualifications required and shall arrange for such to be made known to all employees. Applicants for such appointments and promotions shall be considered on the basis of any or all of the following factors - seniority, education, training and work experience, ability and appraisal of past performance.

ARTICLE 24

MEDICAL EXAMINATION

24.01 That Cityhome may require an employee to be immunized against certain communicable diseases when, in the opinion of Cityhome, the employee's duties require such immunization.

ARTICLE 25

ALTERNATE RATE

25.01 That any employee who is assigned to perform the regular

duties of a position of a higher classification than the position to which said employee has been appointed shall be paid the job rate for the position of the higher classification.

25.02 An Assistant Superintendent who is assigned to replace a Superintendent for a period which is greater than three (3) days shall be paid at the rate of the higher classification for the time worked.

25.03 Cityhome shall give employees an opportunity for self-improvement through training. Employees, on request, shall be considered for on-the-job training in higher classifications or institutional training leading to certification in job-related courses for jobs within the 43 Unit. After an employee has performed in a higher classification for an aggregate of six (6) months, Cityhome will conduct a performance appraisal of the employee, the intent of which is to formally determine whether or not the employee is or is not qualified to perform the job category. Any employee determined qualified will be required to formally apply for full time positions of a higher classification. Cityhome will make every attempt to fill positions on an alternate rate basis, when required, with the most senior person of each job family. Any relocation expense incurred as a result of an alternate rate position, as outlined above, will be the responsibility of the employee.

ARTICLE 26

EMPLOYEE COMPLAINT

26.01 That where an employee who is a member of Local 43 has a complaint relating to the interpretation, application or administration of this Agreement, or alleging that this Agreement has been violated, such employee may notify the employee's immediate superior who shall thereupon confer with such employee in regard to such complaint. Such employee may be accompanied at the said conference by the Shop Steward if the employee so desires. In any event, notwithstanding anything in this Agreement contained, a grievance based on the subject matter of such complaint will be deemed to have first arisen for the purpose of the grievance procedure as set forth in Article 27 hereof, on the day immediately following the five (5) working days after the matter complained of first arises.

ARTICLE 27

GRIEVANCE PROCEDURE

27.01 That Local 43 acknowledges that all employees of Cityhome who are members of Local 43 and attend to the business of Local 43 as Officers, Shop Stewards or members thereof, have regular duties to perform on behalf of Cityhome; and that such employees will not leave their regular duties without first obtaining permission from the General Manager or designate, and will report to the General Manager or designate immediately upon returning to their regular duties. In computing the time worked by such employees for Cityhome, Cityhome will not deduct the time occupied by them in attending to the business of Local 43 during working hours and Cityhome will not deduct wages in respect of the time so occupied.

27.02 That Local 43 will notify the General Manager promptly of any change in the list of Stewards including temporary appointments for vacation relief.

27.03 That where a difference arises between the parties hereto relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitratable or whether an allegation is made that this Agreement has been violated, such difference or allegation being hereinafter referred to as "The Grievance," the following procedure shall apply, namely:

(1) **STEP ONE**

Local 43, through a Shop Steward, shall within four (4) working days after the grievance first arises, file the said grievance which shall be signed by the grievor involved and redress sought, in writing, with the General Manager or designate of the employee involved who shall confer with such employee within two (2) working days and who shall render the decision of the General Manager or designate in writing within two (2) working days of the time of the conference. The employee may be accompanied at the said conference by the Shop Steward or authorized representative if the employee so desires.

(2) **STEP TWO**

In the event that the General Manager or designate of the

employee involved does not provide redress satisfactory to Local 43, it may within three (3) working days after the receipt of the aforesaid written decision of the said General Manager or designate forward to the General Manager a copy of the grievance together with a copy of the written decision of the General Manager or designate and upon receipt of such copies the General Manager or the General Manager's nominee shall confer with the business agent and/or authorized representatives of Local 43 and shall advise Local 43 in writing of the decision of the General Manager or said nominee in respect to the grievance within five (5) working days of the said conference.

(3) **STEP THREE**

In the event that the General Manager does not provide redress satisfactory to Local 43, it may within twenty (20) working days after receipt of the decision of the aforesaid General Manager require the grievance to be submitted to arbitration by notifying Cityhome in writing of its desire so to do, and the notice shall contain the name of the appointee of Local 43 to an arbitration board. Cityhome shall within three (3) working days following approval thereof by Cityhome, at its next Board of Directors meeting after the receipt of the notice, advise Local 43 of the name of its appointee to the arbitration board. The two appointees so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the Chairman. If the two appointees fail to agree upon a Chairman, within the time limited, the party lodging the grievance shall within fifteen (15) days request the Minister of Labour for Ontario, in writing, to appoint a Chairman and a copy of such request shall be forwarded concurrently to the appointee of the other party to such board. The arbitration board shall hear and determine the grievance and shall issue a decision and the decision of a majority shall be the decision of the arbitration board, but if there be no majority, the decision of the Chairman shall be the decision of the arbitration board. Each of the parties hereto shall bear the expenses of the nominee appointed to represent it and the parties shall jointly in equal shares bear the expenses, if any, of the Chairman of the arbitration board and the cost of the room or rooms in which the arbitration is held. That Local 43 in requiring the grievance to be submitted to

arbitration, may request that the grievance be determined by a single arbitrator, whereupon Cityhome and Local 43 shall endeavour to reach agreement as to a suitable arbitrator for such purpose and Cityhome shall have twenty-one (21) working days after the receipt of the notice to advise Local 43 of its concurrence in having the grievance determined by an arbitrator who has been mutually agreed upon. Such arbitrator shall thereupon hear and determine the grievance and shall issue a decision. Cityhome and Local 43 shall jointly, in equal shares, bear the expenses of such arbitrator and the cost of the room or rooms in which the arbitration is held. In the event of the failure of Cityhome and Local 43 to agree upon a single arbitrator, Cityhome shall within the twenty-one (21) working days aforesaid, advise Local 43 of the name of its appointee to an arbitration board, and Local 43 shall within seven (7) working days after the receipt of such advice, advise Cityhome of the name of its appointee to the arbitration board, and the provisions hereof for the hearing and determining of the grievance by an arbitration board of three arbitrators shall apply.

That the arbitration board shall not have any power to add to, subtract from, alter, modify or amend in any way part of this Agreement nor to consider any matter not specifically contained in the Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties hereto on remuneration, benefits and working conditions provided, however, that in the case of a grievance on a discharge for reasonable cause only, the arbitration board may, where in its opinion a lesser penalty is justified and both parties consent thereto, substitute the penalty of a suspension without pay in lieu of a discharge.

27.04 That the decision of the General Manager or designate or the said General Manager, as the case may be, shall be final and binding upon Cityhome and Local 43 and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited and the decision of the arbitration board in any event shall be final and binding upon Cityhome, Local 43 and upon any such employee.

27.05 That Local 43 in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step One.

27.06 That no matter shall be submitted to or accepted by a Board of Arbitration which has not been properly processed through all the previous steps of the grievance procedure as set out in the Collective Agreement.

27.07 That the words "General Manager or designate" as used in this clause shall mean a person employed in a supervisory capacity with Cityhome who is not a member of a C.U.P.E. Bargaining Unit.

27.08 That where a difference arises between Local 43 and Cityhome relating to the interpretation, application or administration of this Agreement which, other than for failure to conform to the time limits set out in this Article, cannot be made the subject of a grievance by an employee, Local 43 may file such difference as a grievance, to be dealt with as provided in Step Two and the provisions of this Article, shall thereupon apply with due alteration to details to the said grievance.

27.09 That in respect to Articles 26 and 27 herein "working days" shall mean Monday to Friday, inclusive, but not including designated holidays.

ARTICLE 28

GRIEVANCES - SUSPENSION OR DISMISSAL

28.01 That in the event of any employee of Cityhome coming within the 43 Unit being suspended or dismissed for cause, the grievance procedure as set forth in Article 27 hereof shall apply except that the grievance shall be initiated at Step Two within five (5) working days after the said employee has been dismissed or suspended.

ARTICLE 29

MANAGEMENT GRIEVANCE PROCEDURE

29.01 That Cityhome shall have the same rights of grievance with respect to the matters set out in sub-clause 27.03 of Article 27 hereof as Local 43 and the employees have under that sub-clause, and as to any such grievance by Cityhome, the following procedures shall apply:

(1) STEP ONE

The General Manager may, within four (4) days of the date the grievance first arose, file the said grievance and

redress sought, in writing, with the President of Local 43, and upon receipt of the said grievance, the President and Secretary of Local 43 shall confer with the General Manager and shall advise the General Manager in writing with respect to the grievance within three (3) working days of the said conference.

(2) STEP TWO

In the event that the President and Secretary of Local 43 do not provide redress satisfactory to the General Manager, the General Manager may within seven (7) working days after receipt by the General Manager of the aforesaid written decision of the President and Secretary, forward copies of the grievance and of the aforesaid written decision to the Executive Board of Local 43, and upon receipt of such copies, the said Executive Board shall confer forthwith with the General Manager and shall advise the employee in writing within five (5) working days after the said conference of their decision in respect of the grievance.

(3) STEP THREE

In the event that the Executive Board of Local 43 does not provide redress satisfactory to the General Manager the employee may within seven (7) working days after the receipt by the employee of the written decision of the said Board require that the grievance be submitted to arbitration and the provisions of Article 27 with respect to arbitrations shall apply with due alteration to details.

ARTICLE 30

CONTACT REPORT SYSTEM

30.01 That where a discussion occurs between an employee of Cityhome coming within the 43 Unit and the supervisor of such employee pertaining to any matter which may result in disciplinary action being taken and such matter, if brought to the attention of an employee of Cityhome in the group holding a supervisory position, the disciplinary action resulting from such discussion shall be recorded in writing and a copy thereof shall be furnished to the employee within two (2) working days following such discussion. Where an employee has not received a contact report for a period of two (2) years, any contact report theretofore recorded on the employee's service record shall be null and void insofar as it pertains to the record of such employee, and if the

employee requests the removal of a contact report after two (2) years, such contact report will be given to the employee and stricken from the record.

30.02 That whenever an employee is asked to report for a disciplinary discussion with two (2) or more supervisory personnel such employee will have the right of having either a Shop Steward or union official present at such meeting as an observer, or if neither are available such employee shall have the right to the presence of an employee of such employee's choice on duty at such employee's place of work on the occasion of the discussion.

30.03 Any disciplinary action will be reviewed after one (1) year upon the employee's request for the purpose of removing a Contact Report and/or suspension.

ARTICLE 31

ACCESS TO PERSONAL FILE

31.01 Each employee shall have access to the employee's personal file for the purpose of reviewing all evaluations or disciplinary notations pertaining to the employee's work record with Cityhome.

ARTICLE 32

JURY SERVICE

32.01 That each employee of Cityhome coming within the 43 Unit who is called to serve as a juror or as a witness in a Court in a civil or criminal proceeding:

- (a) shall be granted leave of absence, for such purpose provided that upon completion of jury or witness service such employee shall present satisfactory proof showing the period of such service;
- (b) shall be paid for the employee's full salary or wage for the period of such jury or witness service provided the employee shall deposit with the Treasurer of Cityhome the full amount of compensation received for such service and an official receipt therefor:

PROVIDED that the "full amount of compensation" referred to in sub-

clause (b) hereof, shall not include any compensation received for such jury or witness service performed on any day that such employee would not otherwise be scheduled to work nor shall it include any compensation received by such employee for meal allowance or travelling expense, and PROVIDED that when an employee has been granted leave of absence pursuant to this Article and is released from jury or witness service in the forenoon of any day, such employee shall return to work in the afternoon of that day as a condition of receiving full salary or wage for that day.

ARTICLE 33

CITIZENSHIP

33.01 That on one occasion only, one day's leave of absence, with pay, shall be given to an employee for attendance at Citizenship Court for the purpose of obtaining such employee's Citizenship, when such Court is convened during the employee's normal working hours.

ARTICLE 34

PROTECTIVE CLOTHING

34.01 That all employees of Cityhome coming within the 43 Unit shall be supplied by Cityhome with a uniform consisting of pants, shirts, coveralls, spring/fall jackets and work gloves with cleaning to be provided by Cityhome. The shirt and pants of the uniform must be worn by the employees at all times while on duty.

34.02 That each employee of Cityhome coming within the 43 Unit shall be supplied with work boots or shoes and appropriate winter footwear with two (2) pairs of felt liners which shall be replaced as required. All footwear to be C.S.A. green patch standard, provided that Cityhome after consultation with the Union, may authorize exceptions to this standard where it is not appropriate to the work being performed.

34.03 That Cityhome will, as required, supply parkas for employees whose duties require them to work out of doors for the majority of their hours during the winter months, and that safety equipment and safety attire shall be supplied to all employees of Cityhome coming within the 43 Unit who are required to perform duties where hazards exist.

34.04 That Cityhome shall provide appropriate attire for female

employees.

ARTICLE 35

PAYMENT OF LEGAL FEES

35.01 That where an employee of Cityhome is charged with an offence under the Criminal Code, The Highway Traffic Act or other Statute, for an act done while performing said employee's duties for Cityhome, said employee shall be responsible for said employee's defence including the retaining of legal counsel and in the event of said employee being acquitted of the charge said employee may be reimbursed for such reasonable legal expenses incurred subject to the approval of the Board of Directors provided that for the purposes of this sub-clause "acquitted" shall include the withdrawal of the relevant charge.

35.02 Where an action or proceeding is brought against an employee of Cityhome which, in the opinion of the Board of Directors, affects or might affect such employee and has arisen out of said employee's employment by Cityhome, Cityhome may pay such judgement, costs and reasonable legal expenses incurred by such employee as may be determined by the Board of Directors.

35.03 That if Cityhome reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated at said employee's regular rate for the time lost from said employee's regular working schedule as a result of being required to attend Court.

ARTICLE 36

DEFINITION OF SERVICE

36.01 Any benefit contained in the Agreement shall be contingent on an employee being in actual receipt of salary or wages from Cityhome and shall be pro-rated with respect to any portion of a period of absence, without pay, in excess of seven (7) consecutive pay periods in duration. This qualification shall apply with respect to those benefits specified in Article 18 (Medical Benefits) herein. An employee on the active payroll coming within the 43 Unit and who is in receipt of a Workers' Compensation Award, as a result of an injury arising out of and in the course of employment with Cityhome shall be considered as being in receipt of wages and salary.

ARTICLE 37

JOINT HEALTH AND SAFETY COMMITTEE

37.01 A joint Health and Safety Committee of equal representation, comprised of no fewer than three (3) Union and three (3) Cityhome representatives, shall be established to deal with matters relating to safe work practices and identification of potential and existing health and safety hazards.

37.02 The Committee shall meet at least once every three (3) months or more frequently; if requested by either party. Minutes of all meetings shall be recorded and maintained. The Chairperson shall be alternated for each meeting to ensure balanced proceedings.

37.03 The powers of this Committee shall be to make recommendations in respect to health and safety matters and to make recommendations to provide safe and healthful working conditions to ensure the well being of all employees with respect to the Occupational Health and Safety Act and any new legislation which prescribes to the Act and their governing regulations.

37.04 Cityhome will allow paid time for a Cityhome Health and Safety Committee representative to attend training sessions and seminars at Cityhome's discretion.

ARTICLE 38

TECHNOLOGICAL CHANGE/CONTRACTING OUT

38.01

(a) Cityhome shall provide written notice to Local 43 sixty (60) days before the introduction of any technological changes which will result in a lay-off or changes in wages of employees who have obtained a seniority date, so as to allow Local 43 to make any representation it wishes to the General Manager and/or the Cityhome Board of Directors. Any representations shall be made promptly and in any event within sixty (60) days of the giving of such notice.

(b) It is the policy of Cityhome to place into other positions without any loss of wages any employees who have obtained a seniority date whose position or job classification may be deleted by reasons of technological improvements. Cityhome will provide any training necessary to enable the employee to perform the duties of the position into which they are placed.



38.02 Cityhome shall provide written notice to Local 43 sixty (60) days before the introduction of any contracting out of work, which could be performed by employees in the Local 43 unit, which will result in a lay-off of employees who have obtained a seniority date so as to allow Local 43 to make any representation it wishes to the General Manager and/or the Cityhome Board of Directors. Any representations shall be made promptly and in any event within sixty (60) days of the giving of such notice.

ARTICLE 39

REHABILITATION POLICY

39.01 Cityhome shall make formal arrangement with the Corporation of the City of Toronto to use the City's Rehabilitation Department. Cityhome shall adopt or agree to a Rehabilitation Policy the same as the Corporation of the City Toronto. Cityhome shall work with the Union's Rehabilitation representative.

ARTICLE 40

CHANGES OR ALTERATIONS IN AGREEMENT

40.01 That in the event of Cityhome or the Union desiring or proposing any change or alteration to this agreement for the ensuing years of this Agreement in respect of any of the matters herein provided for, Cityhome or the Union, as the case may be, shall give to the Union or Cityhome as the case may be, written notice of the desired or proposed changes or alterations within the ninety (90) day period prior to the termination of this Agreement, or thereafter the current year of this Agreement and both parties shall thereupon negotiate in good faith in respect of the matters which it so proposes to change or alter.

ARTICLE 41

TERM OF AGREEMENT - TERMINATION IN WHOLE OR IN PART

41.01 That this Agreement shall remain in force from the first day of April, 1996, until and including the 31st day of March, 1998, and from year to year thereafter subject to such changes and alterations therein and thereto as from time to time may be made pursuant to and in accordance with the provisions of Article 40

hereof, PROVIDED HOWEVER, that Cityhome or the Union may give to the Union or Cityhome as the case may be two (2) months' written notice expiring at midnight on the 31st day of March, of the desire of Cityhome or the Union, as the case may be, to terminate this Agreement, or any provision thereof, and upon the giving of such notice and the expiration of such two (2) months' period, this Agreement or such provision, as the case may be, shall be terminated.

IN WITNESS WHEREOF Cityhome and Local 43 have hereunto affixed their respective seals attested by the hands of their respective proper Officers in that behalf duly authorized.

THE NEGOTIATING COMMITTEE FOR
CITY OF TORONTO NON-PROFIT
HOUSING CORPORATION

THE NEGOTIATING COMMITTEE
FOR THE METROPOLITAN
TORONTO CIVIC EMPLOYEES'
UNION, CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 43

Lesley Watson, Director of Operations
(Acting) and Chief Negotiator

J. Lepine, Assigned CUPE
Representative and Chief
Negotiator

R. Pearson, Manager of Maintenance

L. Murphy, Business Agent

M. Cheesman, District Manager

R. Sawatzky, Committee
Member

J. Barnes, District Manager

S. Sparkes, Committee
Member

G. Richards, Manager of Human

J. Finbow, Committee

Resources

Member

R. Quan, Recording Secretary

D. Smollett, Committee Member

SCHEDULE "A"

Wages (October 24, 1996 - March 31, 1997)

POSITION	ANNUAL \$	WEEKLY	DAILY \$	HOURLY	
	26475.84	507.20	101.44	12.68	Cleaner
Senior Superintendent	37584.00	720.00	144.00	18.00	
Superintendent	32969.52	631.60	126.32	15.79	
Assistant Superintendent	27895.68	534.40	106.88	13.36	
Groundskeeper	24972.48	478.40	95.68	11.96	
Non-Resident Superintendent	28584.72	547.60	109.52	13.69	
Maintenance Worker	32990.40	632.00	126.40	15.80	
Landscape Lead-Hand	29357.28	562.40	112.48	14.06	
Maintenance Technician	39504.96	756.80	151.36	18.92	
Part-Time Superintendent	26371.44	505.20	101.04	12.63	
Groundskeeper/Driver	25536.24	489.20	97.84	12.23	
Asst. Fire Protection Insp.	30359.52	581.60	116.32	14.54	
Non-Resident Superintendent (Red-Circled)	32635.44	625.20	125.04	15.63	

Wages (April 1, 1997 - March 31, 1998)

POSITION	ANNUAL \$	WEEKLY \$	DAILY \$	HOURLY \$
Cleaner	26601.12	509.60	101.92	12.74
Senior Superintendent	37771.92	723.60	144.72	18.09
Superintendent	33136.56	634.80	126.96	15.87
Assistant Superintendent	28041.84	537.20	107.44	13.43
Groundskeeper	25097.76	480.80	96.16	12.02
Non-Resident Superintendent	28730.88	550.40	110.08	13.76
Maintenance Worker	33157.44	635.20	127.04	15.88
Landscape Lead-Hand	29503.44	565.20	113.04	14.13

Maintenance Technician	39692.88	760.40	152.08	19.01	
Part-time Superintendent	26496.72	507.60	101.52	12.69	
Group. .skeeper/Driver	25661.52	491.60	98.32	12.29	
Asst. Fire Protection Insp.	30505.68	584.40	116.88	1 4 . 6 1	
Non-Resident Superintendent (Red-Circled)	32635.44	625.20	125.04	15.63	

DATED as of April 1, 1996

LETTERS OF UNDERSTANDING
IN EFFECT DURING THE TERM OF
COLLECTIVE AGREEMENT WHICH EXPIRES
MARCH 31, 1998

LETTER OF UNDERSTANDING 'A'

Between

CITY OF TORONTO NON-PROFIT HOUSING CORPORATION
(CITYHOME)

(the Employer)

and

METROPOLITAN TORONTO CIVIC EMPLOYEES UNION
CUPE LOCAL 43

(the Union)

This letter sets out the understanding of the parties in relation to the provision of maintenance drugs during the term of this agreement.

1. Effective on January 1, 1997, all employees of Cityhome must order any "maintenance" medications from MediTrust Pharmacy. Maintenance medications are those drugs

which are defined in the attached list as amended by mutual agreement of the parties from time to time.

2. The purchase of such maintenance medications from other pharmacies will not be reimbursed by CUMBA.

3. Within these arrangements the Employer agrees to ensure no loss of coverage for employees, meaning full reimbursement for maintenance medications, where

exceptional circumstances do not permit purchase from MediTrust. Employees will advise Cityhome when purchase of a maintenance drug from MediTrust was not possible.

4. The parties shall meet to resolve any issues of process arising from the operation of the specified pharmacy service.

5. At the request of either party a semi-annual joint review of the list of maintenance drugs will be conducted for the purpose of ensuring that the list continues to meet the needs of the parties.

6. The deductible of \$10.00 (single) and \$20.00 (family) will be waived by Cityhome for all employees. In addition MediTrust will waive the \$2.00 user fee for retired employees.

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Letter of Understanding 'A'

7. A pay-direct plan will be arranged prior to January 1, 1997, with CUMBA to eliminate the need for any out-of-pocket expense for employees who use MediTrust Pharmacy.

FOR LOCAL 43

FOR CITYHOME

Assigned **CUPE** Representative

Director **df**

Operations (Acting)
and Chief Negotiator
Negotiator

and Chief

Business Agent

Dated at Toronto, Ontario this 17th day of October, 1996.

LETTER OF UNDERSTANDING 'B'

Between

**CITY OF TORONTO NON-PROFIT HOUSING CORPORATION
(CITYHOME)**

(the Employer)

and

**METROPOLITAN TORONTO CIVIC EMPLOYEES UNION
CUPE LOCAL 43**

(the Union)

This letter sets out the understanding of the parties in relation to position classifications, the filling of job calls, transfers, and vacancies.

CLASSIFICATIONS:

1. Whenever the Employer establishes a new position classification outside the administrative offices of Cityhome, the job will be included in the Local 43 Bargaining Unit and the Union will be notified. The Employer is to provide the Union with a position description.

2. Employees in the position classification of "**Cleaner**" who were originally hired as Cleaners prior to January 1, 1986 shall not be compelled to work on shift. Employees in the position classification of "Cleaner" who were originally hired as Cleaners after January 1, 1986 may be given consideration for exemption from shift work on presentation of a reasonable request.

APPOINTMENT AND PROMOTION PROCEDURE:

1. The employer will maintain a transfer list indicating both general and specific locations to which employees wish to be transferred.

2. That in order to qualify for placement on the transfer list an employee must have no recent (i.e. within one year) disciplinary record, must have at least one year's service and must be approved by the Human Resources Section.

3. Prior to the issue of a promotion call sheet the Human Resources Section will review the transfer list and forward to the District Manager the name of the employee who requested a transfer first.

4. No employee may be granted a transfer more often than every third year.

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Letter of Understanding 'B'

5. If the employee whose name appears first on the transfer list is not transferred, a reason will be given to that employee.

6. An employee who declines two offers of transfer to specific locations which they have requested will have their name removed from the transfer list for two years.
7. Only one transfer per vacancy will be accommodated.
8. All promotion calls will be issued by the Human Resources Section and will remain open for ten working days.
9. Upon completion of all job competitions, if the senior candidate is not chosen, a reason will be given to that candidate.
10. Where a vacancy arises in a Resident Superintendent position the assignment will be made available to the employees who were incumbent in the position as at April 1, 1996. Where no applicants are forthcoming the position will next be made available to employees who were incumbent in the Resident Assistant Superintendent position as at April 1, 1996. Where a vacancy arises in a Resident Assistant Superintendent position the assignment will be made available to the employees who were incumbent in the position as at April 1, 1996. Where no applicants are forthcoming the position will next be made available to employees who were incumbent in the Resident Superintendent position as at April 1, 1996. In all cases where two or more applicants apply, the selection will be determined on the basis of seniority.

FOR LOCAL 43

FOR CITYHOME

Assigned **CUPE** Representative
Operations (Acting)
and Chief Negotiator
Negotiator

Director of
and Chief

Business Agent

Dated at Toronto, Ontario this 17th day of October, 1996.

LETTER OF UNDERSTANDING

Between

**CITY OF TORONTO NON-PROFIT HOUSING CORPORATION
(CITYHOME)**

and

**METROPOLITAN TORONTO CIVIC EMPLOYEES UNION
CUPE LOCAL 43**

This letter sets out the understanding of the parties in relation to the provisions of Article 21 of the Collective Agreement, during the term of this agreement but does not form part of the Agreement.

The provisions should be read in conjunction with Article 21.04 as if they formed Paragraphs (d) to (f) of said Article for the term of this agreement only:

- (d)** That in the event no vacant positions are available, the employee may displace the junior employee in any equal or lower paid position for which he/she is qualified, provided that such employee being displaced has less seniority than the employee who may effect such displacement.
- (e)** That any employee who wishes to exercise the provisions of Article 21.04(d) must notify the Manager, Human Resources of their intention to exercise this option within three (3) working days from the date the notice of lay-off is received, otherwise the employee will be laid off.
- (f)** Any employee displaced by the foregoing process may in turn exercise their seniority to displace another employee as set out in section (d). An employee who is displaced by this process and who is not senior to any employee in an equal or lower paid classification for which he/she is qualified will be laid off.

FOR LOCAL 43

FOR CITYHOME

Assigned CUPE Representative
Operations (Acting)
and Chief Negotiator
Negotiator

Director of
and Chief

Business Agent

Dated at Toronto, Ontario this 17th day of October, 1996.

LETTER OF UNDERSTANDING 'D'

Between

**CITY OF TORONTO NON-PROFIT HOUSING CORPORATION
(CITYHOME)**

and

**METROPOLITAN TORONTO CIVIC EMPLOYEES UNION
CUPE LOCAL 43**

This letter sets out the understanding of the parties in relation to protection from layoff due to contracting out during the term of this agreement.

- 1.** No employee having obtained a seniority date will be laid off as a direct or indirect result of any contracting out of work which could be performed by employees in the Local **43** unit during the term of the collective agreement.

FOR LOCAL **43**

FOR CITYHOME

Assigned **CUPE** Representative
Director of Operations (Acting)
and Chief Negotiator
Negotiator

and Chief

Business Agent

Dated at Toronto, Ontario this 17th day of October, 1996.

MEMORANDUM OF **SETTLEMENT**

between

CITY OF TORONTO NON-PROFIT HOUSING CORPORATION
(CITYHOME)

employer)

(the

and

METROPOLITAN TORONTO CIVIC EMPLOYEES UNION
CUPE LOCAL 43

(the union)

The following terms and conditions constitute full and complete settlement of all outstanding matters relating to the employer's decision to reassign Resident Superintendents and Resident Assistant Superintendents to Non-resident Superintendent positions, including the termination of their housing allowance, and the objections of the Union thereto.

1. The Union will request leave from the Ontario Labour Relations Board to withdraw its application to the Ontario Labour Relations Board under Section 96 of the Labour Relations Act, 1995, claiming a violation of Sections 70

and **86(1)**, and such request will be made promptly on the signing of this Memorandum. The Union withdraws the Policy grievances **CH-96-8** dated June **28, 1996**, **CH-96-10** dated September **10, 1996**; **CH-96-13** dated September **20, 1996**; **CH-96-14** dated September **20, 1996** and the individual grievance of David **Smollett CH-96-12** dated September **10, 1996**.

- 2. All employees incumbent in Resident Superintendent or Resident Assistant Superintendent positions on May 15, 1996, save and except the Resident Superintendent and Resident Assistant Superintendent assigned to the Dan Harrison Community Complex, are reassigned to Non-Resident Superintendent positions effective October 6, 1996.**

- 3. All employees incumbent in the position of Resident Superintendent on May 15, 1996 and who are reassigned to non-resident superintendent positions will continue to receive the rate of \$15.63 per hour in accordance with the rates in effect under Schedule "A" prior to the re-assignment.**

- 4. All employees incumbent in Resident Superintendent or Resident Assistant Superintendent positions on May 15, 1996, and who are reassigned to Non-resident superintendent positions will receive a relocation allowance of \$1,000, whether they have actually moved or not.**

- 5. All employees incumbent in Resident Superintendent and Resident Assistant Superintendent positions on May 15, 1996 and who are reassigned to non-resident positions will receive a lump sum payment of \$3,400.**

- 6. All employees incumbent in Resident Superintendent or Resident Assistant Superintendent positions as at May 15, 1996 and who were reassigned to non-**

resident superintendent positions effective October 6, 1996 are eligible to receive a payment equal to the value of the market rent for the period of September 1, 1996 to October 31, 1996, as calculated on the market rent for the unit the employee occupied prior to their reassignment. This payment will first be applied by Cityhome to any rent owing to Cityhome for the apartment or apartments occupied by said employee at any time during the period September 1, 1996 to October 31, 1996, if such rent has not been paid in full. Any remaining balance will then be paid out in cash to the employee.

7. Before any of the compensation, as outlined above, will be provided to an employee, the employee must have signed a lease for the Cityhome apartment in which they reside, or have vacated the premises. This action must occur no later than October 31, 1996.

8. Appointments to Resident Superintendent or Resident Assistant Superintendent positions which are re-established during the term of the Collective Agreement which expires March 31, 1998, will be determined on the basis set out in Item 10 of Letter of Understanding "B" negotiated during the current round of negotiations.

FOR LOCAL 43

FOR CITYHOME

Assigned CUPE Representative

Director of Operations

**(Acting) and Chief Negotiator
and Chief Negotiator**

Business Agent

Dated at Toronto, Ontario this 18th day of October, 1996.