

COLLECTIVE AGREEMENT

between

WINDSOR ESSEX COMMUNITY HOUSING CORPORATION

and

**CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 543.6**

January 1, 2024 to December 31, 2026

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ARTICLE 1 - DEFINITIONS

- 1.01 a) "Employee" means a person in the bargaining unit described in Article 2.
- b) "Probationary Employee" means one who is employed in the bargaining unit and has not passed the probationary period (per Article 7 – Seniority).
- c) "Permanent Employee" means an employee who has passed the probationary period (per Article 7 – Seniority).
- d) "Temporary Employee" means an employee who has been hired:
- i. As an external applicant to replace a permanent or probationary bargaining unit employee while on leave of absence after all internal posting is completed; or
 - ii. As an external applicant to replace a bargaining unit employee while that employee is seconded to a management position after all internal posting is completed; or
 - iii. As an external applicant where temporary funding is available for a position of a definite term of ninety-one (91) days or more after all internal posting is completed.

The terms and conditions of employment for Temporary Employees shall be set out in a written employment agreement between the Employer and the Temporary Employee which will contain a description of position and stipulate the duration of the term. The Employer shall provide a copy of such agreement to the Union for each Temporary Employee within 15 days following after the commencement of their employment.

Temporary Employees shall only have the following rights/obligations under the Collective Agreement:

- a. Temporary Employees shall be required to pay union dues;
- b. Temporary Employees shall be paid the wage rates prescribed by Article 20.01 and Appendix "A";
- c. Temporary Employees may apply for any position that is posted externally by the Employer;

- d. Temporary Employees shall not acquire seniority pursuant to Article 7 of the Collective Agreement, save and except in instances where the Temporary Employee applies for and is hired to fill a permanent position, at which time the Temporary Employee's first day of their most recent period of consecutive employment as a Temporary Employee shall be considered their first day of employment for the purposes of Seniority under the Collective Agreement;
 - e. The Employer's decision to terminate the employment of a Temporary Employee shall be subject to the Grievance procedure set out in Article 10 of the Collective Agreement if, and only if, the Temporary Employee alleges that their termination was in violation of Article 4.03 of the Collective Agreement; and
 - f. Temporary Employees shall be entitled to all rights and benefits provided for in applicable employment legislation, including but not limited to, the Employment Standards Act of Ontario. With respect to vacation pay, Temporary Employees shall receive a payment in lieu of vacation pay at a rate of 4% of their gross wages which shall be paid on each pay.
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- e) "Building Attendant" - a person retained by Windsor Essex Community Housing Corporation (hereinafter called "the Corporation") for purposes outlined in Appendix B of the Agreement. The only terms and conditions of the Agreement that apply to Building Attendant shall be as outlined in Appendix B (Building Attendant), which forms part of the Collective Agreement.
 - f) "Student" shall mean a person attending school, college or university on a full time basis and who has indicated his intention to return to school or one who is engaged by the Corporation under a co-operative student employment program with the universities, colleges or governmental agencies.
 - g) "Interim Worker" shall refer to any person hired through a third party contractor, or temporary help agency as defined by the *Employment Standards Act, 2000*, to fill a position in the bargaining unit for a period not to exceed ninety (90) consecutive calendar days where the position must be filled on an urgent basis to meet operation obligations. Notice of such circumstances and the decision to fill with an Interim Worker shall be provided to the Union as soon as practicable. Such person shall not be an employee of the Corporation and shall not be entitled to any rights or privileges under the Collective Agreement. In no event shall an Interim Worker ever be used in such a manner that it would displace a permanent member of the bargaining unit, or result in the failure to call back any bargaining unit employee of lay off.

ARTICLE 2 - BARGAINING UNIT

- 2.01 a) The Corporation recognizes the Canadian Union of Public Employees and its Local 543 (hereinafter called the "Union") as the sole and exclusive bargaining agent for all the employees of the Windsor Essex Community Housing Corporation in Essex County, except students and supervisors and persons above the rank of supervisor.
- b) Employees shall not be required or permitted to enter into an agreement with the Corporation that conflicts with the Collective Agreement.
- 2.02 a) Persons whose jobs are not in the bargaining unit shall not perform work that is regularly performed by members of the bargaining unit, except in the following circumstances;
- i) for the purpose of instruction or training, or
 - ii) in emergency circumstances where the Corporation has been unable to find Union employees to perform the work.

2.03 Correspondence

Correspondence to the President of the Local Union arising out of this Agreement or incidental thereto (including all grievance responses) shall be sent to the President of the Local Union with a copy to the Unit Chair.

- 2.04 The Union shall provide the Corporation with a list of its Executive Officers who will be acting on behalf of the Union in matters pertaining to this agreement.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The parties recognize that it is the exclusive function of the Corporation to manage the operations of the organization subject to the terms of the Collective Agreement, including the right to grieve.

Management's rights include, but are not limited to, the right to: determine function, complement, organization and location; determine assignment of work, work methods and procedures; hire; discipline; suspend; dismiss; promote; train; transfer; appraise; select, install and require the operation of any equipment or machinery, subject to the terms of the Collective Agreement.

ARTICLE 4 - DISCRIMINATION OR INTIMIDATION

4.01 Whereas the parties agree that all employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated and;

Whereas the parties reaffirm faith in fundamental human rights and in the dignity and worth of the human person;

The parties are committed to a discrimination and harassment-free work place and to providing a safe work environment while maintaining a workplace that is free of discrimination and workplace harassment as required by the Occupational Health and Safety Act and the Ontario Human Rights Code.

4.01 (a) DISCRIMINATION:

Discrimination is defined as a distinction, whether intentional or not, based on grounds relating to personal characteristics of an individual or group, which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed upon others, or which withholds or limits access to opportunities, benefits, and advantages available to other members of society.

The parties agree that there shall be no discrimination, intimidation, interference, restriction or coercion exercised or practiced with respect to any employee in any matter on the basis of creed, age, sex, gender identity, gender expression, pregnancy, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, ancestry, place of origin, family relationship, number of dependents, place of residence, nationality, political or religious affiliation or belief, family status, same sex partnership, receipt of public assistance, record of offences, or by reason of membership or non-membership in the union.

Notwithstanding the foregoing, the provisions of this Article may be superseded by the Pay Equity Act or any other equity, human rights or other employment-related legislation.

4.01 (b) HARASSMENT is a form of discrimination and in addition to the definitions provided under the Occupational Health and Safety Act and the Human Rights Code, is defined as:

- (i) vexatious comment or conduct in relation to a person or group of persons which has the effect or purpose of creating a hostile or intimidating working environment when such treatment has the effect or purpose of threatening or intimidating a person; or**

- (ii) **treatment that abuses the power that one person holds over another or misuses authority or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of creed, age, sex, gender identity, gender expression, pregnancy, disability, marital status, sexual orientation, race, colour, ethnic origin, citizenship, ancestry, place of origin, family status, same sex partnership, receipt of public assistance, record of offences, or by reason of membership or non-membership in the union.**

Harassment may occur during one incident, or over a series of incidents including incidents which, in isolation, would not necessarily constitute harassment. Harassment prevents or impairs the full and equal enjoyment of employment, benefits and/or opportunities and may occur between people of the same or different status within the Windsor Essex Community Housing community, regardless of age or sex. Harassment may also be directed at a group as well as at an individual. Harassment may be psychological, verbal or physical or may be all of these.

Harassment does not include appropriate direction, delegation, or discipline, administered by a member of Management or designate.

4.01 (c) SEXUAL HARASSMENT

- (i) **Definition**

Sexual harassment is a specific form of discrimination defined under both the Occupational Health and Safety Act and the Human Rights Code and encompasses all forms of sexually inappropriate behaviour and sexual violence. These include, but are not limited to, sexual assault, threat of sexual assault, criminal harassment (including stalking and cyber harassment), relationship violence and gender-based misconduct.

- (ii) **Formal Investigation**

Complaints into allegations of sexual misconduct, which necessitate a formal investigation will be conducted by an external investigator, in accordance with the Policy on Sexual Misconduct. In this regard, the Employer shall consult with the Union on the choice of external investigator prior to commencing the investigation.

4.01 (d) If an employee believes they have been harassed and/or discriminated against, as defined in Article 4:01(a), (b) or (c), they may:

- (i) take direct action by informing the individual who is the source of the behaviour that it is unwelcome and unwanted, and request that the individual stop the behaviour, and by documenting the events including the date, time, location, witnesses, and details; or**
- (ii) report the complaint to a Human Resources and seek assistance in addressing the issue. For matters of Sexual Harassment, this could include reporting the complaint to the Board of Directors; or**
- (iii) report the complaint to a Union representative and seek assistance in addressing the issue which may include initiating a grievance under Article 10.**

4.01 (e) Workplace Violence and Harassment Training

The Union shall appoint three (3) members who will participate in investigations on behalf of the Union. The Union and Employer representatives will participate in harassment training. All costs of OHSAA required training shall be incurred by the Employer.

Investigative Training

The Union shall appoint and train three (3) members, who will individually be present during investigations on behalf of the Union. The Union and Employer representatives will participate in harassment training. The Employer shall bear all costs of occupational health and safety training.

4.01 (f) REVIEW/INVESTIGATION OF COMPLAINTS

Review of Complaint

Upon receipt of a complaint, the Supervisor or Union representative will inform the Manager, Human Resources within five (5) working days. The Manager, or designate, and a Union Committee representative will jointly interview the complainant within five (5) working days of the Manager being notified to determine whether or not the allegation of harassment or discrimination meets the definitions in Article 4:01 (a), (b), or (c). If the review determines that the allegation does not meet the definitions in Article 4:01(a), (b), or (c), the complainant will be advised that no further action is necessary. If the parties disagree, the complaint will move forward to the investigation stage and a determination will be made as to whether an external investigator is required. The Employer shall consult the Union on the choice of external investigator prior to commencing the investigation.

To ensure a timely review/ investigation can occur, it is understood that a member who has brought forward a complaint or who is the respondent to a complaint under this Article will participate in any investigation and will be afforded the opportunity to be accompanied by a Union Representative to do so. If such member is absent from work due to illness, reasonable accommodations will be made to ensure their timely and ongoing participation in the process, as supported by the employee's medical practitioner.

4.01 (g) Investigation – Informal

The Manager or designate, and the Union Committee Representative will interview the employee jointly and advise the employee if the complaint can be resolved immediately. If the complaint cannot be resolved immediately, or if there is disagreement between the parties, the complaint will move forward, in writing, to a formal investigation.

Investigation – Formal

Should a formal complaint investigation be required, an interview of the respondent, witnesses, and other persons named in the complaint will be conducted. The investigation process will not exceed twenty (20) working days, which can be extended with mutual agreement. A written report will be prepared by the Manager or designate, copied to the Union Committee representative within fifteen (15) working days of the completion of the investigation. Such report shall include: the background of the case, including the allegations, the response, and the steps taken to resolve the complaint. A copy of the findings shall be sent to the complainant and the respondent.

If the joint investigation confirms that discrimination or harassment has occurred, the Manager or designate, will make a determination of the appropriate resolution, and immediate action will be taken to put an end to the discrimination or harassment. The Union Committee representative will be notified, prior to communicating with the complainant and respondent, regarding the action to be taken.

Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition. It is agreed that the appropriate resolution will be consistent with the Collective Agreement and the Ontario Human Rights Code.

4.01 (h) Following the investigation, should the complaint remain unresolved, it may be inserted into Step 5 of the grievance procedure for resolution. The parties agree that complaints will not be pursued through both the grievance and harassment complaint procedure, simultaneously.

4.01 (i) Where the alleged harasser is the person who would normally deal with any of the steps of the investigation or grievance procedure, the complaint or grievance shall automatically be sent forward to the appropriate person in accordance with the grievance procedure. At no time during or after a discrimination, harassment or sexual harassment investigation or grievance shall the grievor be removed and relocated from the area of the alleged harasser unless fully and entirely voluntarily requested by the grievor and without prejudice to the validity of the grievance

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

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

4.03 a) The parties agree to abide by the Corporation's policy regarding the prevention of violence in the workplace described as CHC Violence Prevention Policy and the CHC Harassment Prevention Policy as they may be amended from time to time.

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

4.04 The Corporation and the Union agree that neither will at any time, act or proceed in any manner contrary to the provisions of The Employment Standards Act, The Labour Relations Act, The Industrial Standards Act, The Occupational Health and Safety Act, or The Ontario Human Rights Code, all as amended and any Regulations made there under, and both parties will adhere to the legislation.

ARTICLE 5 - COMPULSORY CHECK-OFF

- 5.01 The Corporation in respect to each of the employees in the bargaining unit shall deduct from each employee's pay cheque a sum equivalent to the dues as the by-laws of the Union may from time to time provide and transfer such sums to the Secretary/ Treasurer of Local Union 543 not later than the week following the date of such deduction, together with a list of all employees from whose wages the deductions have been made and the consolidated total of the regular gross monthly wages paid to all employees.
- 5.02 Upon completion of an employee's probationary period the Corporation will deduct the initiation fee from those employees who will be required to sign an authorization for such deduction of initiation fees on a form satisfactory to the Corporation.
- 5.03 The Union will save the Corporation harmless in respect of any deductions and remittances made pursuant to Sections 5.01 and 5.02.
- 5.04 On commencing probationary employment, the Corporation will provide each new employee with a copy of the Collective Agreement and inform the new employee of the conditions of employment and the rules and procedures in effect as an employee of the Corporation.

ARTICLE 6 - LABOUR/MANAGEMENT NEGOTIATIONS

- 6.01 The Union shall provide the Corporation with the names of its Negotiating Committee, and the Corporation shall provide the Union with the names of the Corporation's Negotiating Committee prior to commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.
- 6.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Corporation.
- 6.03 In the event of one party wishing to call a meeting of the Negotiating Committees the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 6.04 The Corporation and the Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.
- 6.05 The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next Agreement up to a maximum of three (3) days per member. Such employees shall be paid at their regular rate of pay.

6.06 The Corporation shall grant leave-of-absence without loss of pay or benefit to members of the Union who participate in negotiations (up to and including conciliation) or interest arbitration, provided that not more than three (3) active employees at one (1) time shall be permitted such leave for any one set of negotiations plus in the absence of an active member, one (1) alternate. Provided, however, the Union may at its discretion require up to two (2) additional members to participate who shall be granted leave of absence but without pay and without loss or benefit. The President of CUPE Local 543 and the CUPE National Representative shall be members of the Negotiating Committee.

ARTICLE 7 - SENIORITY

- 7.01 a) Seniority as referred to in this Agreement shall mean length of continuous and unbroken service in the bargaining unit with the Corporation, including service with the Ontario Housing Corporation and all Housing Authorities, prior to January 1, 2001, and will accumulate from the date of hire.
- b) Seniority will not accumulate for periods of unpaid leave of more than 365 calendar days.

7.02 Probationary Period

- a) The probationary period for employees shall be 60 days worked but may be extended with the written agreement from the Union. The Union shall not arbitrarily withhold its consent. It is understood that the days worked will include designated holidays.
- b) The probationary period will exclude absences for which Workplace Safety and Insurance Compensation Benefits are received.

7.03 Seniority Administration

- a) Seniority will be recorded in years, months, weeks and days and shall be calculated as of January 1 of each year.
- b) The Corporation will provide all employees and the Union with an up-to-date seniority list **by the 30th of each month, or the end of month in the case of February**. The seniority list will show all employees including employees on LTD, in order of seniority, stating the employee's name, classification and seniority date. (See Appendix "C")
- c) Employees may challenge the correctness of their seniority date in the thirty (30) calendar days following the posting of the list in January of each year.
- d) Seniority shall be the primary consideration in determining preference or priority for transfers, demotions, lay-offs, permanent reduction of the work force and recall.

7.04 Loss of Seniority

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

- a) Voluntarily terminates employment.
- b) Is discharged and the discharge is not subsequently reversed by the grievance procedure.
- c) Is absent for five (5) or more consecutive working days without properly notifying management, on the basis of abandonment of position, unless a justifiable reason is given.
- d) Has been on lay-off for more than two (2) years.

7.05 Seniority outside the Bargaining Unit

Employees who work for the Corporation outside the bargaining unit for greater than twelve (12) months shall lose their seniority. While in the excluded position, the employee shall be suspended from the Union and shall not be required to pay Union dues and their seniority will be retained but not accumulate. If the employee is unsuccessful in the excluded position, the employee will be able to return to **their** Union position, thus terminating their leave of absence early.

ARTICLE 8 - LAY-OFF AND RECALL

8.01 Definition of Layoff

Lay-off shall be defined as a reduction in the workforce by reason of shortage of work or funds, or the abolition of a position, or other material change in the organization, but shall not include a reduction in the normal weekly hours of work of a bargaining unit employee, providing such reduction in hours does not result in a loss of more than four (4) hours per week. Any reduction greater than four (4) hours per week would constitute a lay-off.

8.02 Lay-off Procedure

The following procedures shall be followed with respect to lay-off and rehiring:

- a) Whenever it becomes necessary to reduce the working force, employees shall be laid off in reverse order of seniority within the regular permanent employee seniority list provided that;
 - i) A permanent employee may exercise seniority in any other classification in which **they are** qualified only within any regular permanent position for the purpose of displacing other employees having less seniority.

All employees who have been laid off shall be entitled to be rehired in order of seniority within their respective permanent seniority list, and the Corporation shall not hire any new employees in priority thereto, in any classification in which such laid off employees are qualified.

- b) The Corporation agrees to give notice of lay-off in accordance with the provisions of The Employment Standards Act, as may be amended from time to time. The Union agrees that if any such employee is absent from work without just cause after receiving notice as aforesaid, **they** shall not be entitled to participate in any way whatsoever, in the Sick Leave Benefits provided under this agreement, for the time **they are** so absent.
- c) A copy of such notices shall be forwarded to the President of CUPE Local 543 and Unit Chairperson.
- d) During period of lay-off, affected employees shall be responsible for keeping **the Human Resources Department** informed at all times of the address where they can be notified in the event of recall.

8.03 Employees who are in positions that have been rendered redundant or are being displaced have the option of:

- a) Accepting the lay-off and being placed on the recall list; or
- b) Displacing a less senior employee(s) to retain **their** job and or hours provided, however, that the retained employees have the qualifications to perform the job in question. Employees who intend to exercise displacement rights must indicate their decision in writing to the CEO not later than ten (10) working days from the date of receiving their notice of layoff.
- c) Where employees have displaced an employee(s) in a lower classification, they shall retain the actual wage rate of their former classification and will be paid at that wage rate for a period of six (6) months from the date they commenced in the lower classification. At the end of the six (6) month period, they shall be paid the classification's rate plus fifty percent (50%) of the difference between the new wage and the former wage rate.
- d) Where employees have displaced an employee(s) in a higher classification, provided they have the seniority and qualifications to perform the job, the employee shall be paid at the higher wage rate.

8.04 Recall

- a) An employee who is laid-off shall be provided, by registered mail at the employee's last known address, with copies of job postings for a period of twenty four (24) months from the date of lay-off.
- b) The employee shall have fourteen (14) calendar days to respond to the job postings.
- c) A laid off employee under this provision will be given priority consideration to a new vacancy in the Corporation, provided that they are qualified to perform the duties and there is no other qualified employee with greater seniority, who has applied to the vacancy, pursuant to this provision.
- d) Recall to the employee will be by registered mail to the last address recorded with the Corporation by the employee. The employee will be required to report to work within five (5) working days of the notice being given, unless otherwise agreed between the Corporation and the employee.
- e) An employee on the recall list is required to keep the **Human Resources Department** apprised of **their** current address and telephone number. The **Human Resources Department** shall keep the Union apprised of current address and telephone numbers of employees on the recall list.

8.05 Loss of Seniority after Layoff

- a) An employee who has been on lay-off for more than twenty four (24) months shall lose all rights of recall and seniority.
- b) Where an employee has been laid-off in accordance with this Article, and recalled within twenty four (24) months, the period of lay-off shall be included in determining the length of continuous service.

8.06 The Corporation shall not hire any new employee to perform work normally performed by bargaining unit employees while anyone is on lay-off save and except in circumstances where no one on layoff has applied for the available work. It is understood that a new employee will not be hired if there is anyone on lay-off who is capable, qualified and willing to perform the available work.

8.07 Separation Allowance

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

- 8.08 a) Effective January 1, 2004, no member of the bargaining unit who is presently in the employ of the Corporation and was employed by the Corporation as of December 31, 1988 shall be laid off for any reason.
- b) Any employee who would have been laid off but for Article 8.08 (a) may be assigned to any position within the Corporation regardless of seniority. Such assignment may or may not include training and such assignment including training, shall be at the sole discretion of the Corporation. It is agreed that such assignment may result in the lay-off of an employee not protected by Article 8.08 (a) or the re-assignment of employees protected by Article 8.08 (a).
- 8.09 This agreement shall be binding upon the successors of the Parties hereto in so far as the provisions of *The Labour Relations Act*, R.S.O. 1995, C.228, as amended, shall be applicable.

ARTICLE 9 - STAFF CHANGES

9.01 Notice of Vacancies

- a) When a new position is created or when a permanent vacancy occurs within the bargaining unit, the Corporation shall immediately notify the Union in writing or by way of electronic notification to each employee and post such notices thereof on all bulletin boards within the Corporation so that employees will know about the vacancy or new position.

All employees will be moved to their new position within two (2) pay periods. If an employee posting to an internal position with a higher rate of pay is not moved within two (2) pay periods, they will receive their new rate of pay retroactive to the date of the notice of their successful appointment.

- b) **Human Resources will immediately notify** with a copy to the President of CUPE Local 543 and Unit Chairperson, of all bargaining unit vacancies and all bargaining unit notices of lay-off.
- c) When a temporary assignment initially occurs within the bargaining unit that is expected to last for a period of at least **ninety-one (91)** days the Corporation shall immediately notify the Union in writing or by way of electronic notification to each employee and post such notices thereof on all bulletin boards within the Corporation for a minimum of one week so that employees may apply.

d) The subsequent temporary assignment, resulting from the original temporary position, as per Article 9.01 (c) shall be shared with all employees of the Corporation by electronic notification and posted on all bulletin boards within the Corporation for a minimum of one week so that employees may apply. This provision does not apply to temporary positions that arise from temporary funding.

e) Temporary Vacancies

Where a temporary vacancy occurs as provided for in Article 9.01 (c), the parties agree that in the event a permanent full time bargaining unit employee posts for and obtains the vacant position, the vacancy ultimately created thereby after all internal postings have been filled shall be filled by a Temporary Employee.

Where a notice of a temporary vacancy is posted and no Permanent Employee applies for the position who is qualified to fill the vacancy, the Employer shall advertise the position externally. In the event no external applicants apply who are qualified to fill the position, the Employer may fill the vacancy utilizing a third party contractor, or temporary help agency as defined by the Employment Standards Act. In the event such circumstance should arise, the person hired to fill the vacancy shall be deemed to be an Interim Worker even if the period of the vacancy exceeds 90 days. In no event shall an Interim Worker ever be used in such a manner that it would displace a Permanent Employee or result in the failure to call back any bargaining unit employee on lay off.

Where a temporary vacancy is not initially expected to exceed ninety (90) days, but later is determined to exceed that time frame, the Employer shall advise the Union and the Employer and the Union shall discuss whether the position ought to be posted, or extended for some other period as agreed and filled by a Temporary Employee or Interim Worker.

In no event shall a Temporary Employee or Interim Worker be hired if there is a qualified bargaining unit employee on lay-off, nor shall the use of a Temporary Employee or Interim Worker cause a lay-off of a bargaining unit employee.

If a temporary vacancy becomes permanent due to the fact that the employee on leave of absence is either unwilling or unable to return to work, or if the temporary position arising from temporary funding extends beyond the original term contemplated as a result of the temporary funding without approved extension of the Union, the position shall become a permanent vacancy and shall be posted in accordance with the provision of Article 9.01 (a).

f) Lateral Transfers

- i) When a permanent vacancy occurs in the bargaining unit, and a permanent employee in the same position as the vacancy wishes to transfer laterally to that vacancy, the employee shall request the transfer, in writing, quoting the job posting number prior to the closing date of the posting.
- ii) A permanent employee submitting such request shall be assigned to the vacancy based on seniority. Such a transfer can only be made on **two (2)** occasions within a **twelve (12)** month period. The twelve (12) month period shall begin on the date that the Notice of Approval of Lateral Transfer is sent to the employee. The initial lateral transfer (which triggers a Notice of Approval of Lateral Transfer) will serve as the first lateral transfer within that twelve (12) month period.
- iii) **Successful applicants to the transfer shall be moved within two (2) pay periods. In no instance will a lateral transfer take longer than forty-five (45) calendar days.**
- iv) The Union and the Employer may agree to additional lateral transfers for an employee on a case-by-case basis, but it is expressly agreed that the approval or denial of any additional lateral transfers shall not under any circumstances be the subject of a grievance.
- v) The Union agrees that the Employer cannot guarantee that an Employee who laterally transfers will receive their scheduled vacation (if any) after laterally transferring and the Employer, in its sole discretion, may require the employee who laterally transferred to alter their vacation in such circumstances. Accordingly, the approval, denial, or change of any vacation in such circumstances shall not be the subject of a grievance.
- vi) In the event that there are multiple lateral transfers which arise pursuant to this Article 9.01 (f)(ii), then the Employer will be permitted to fill the relevant position in the bargaining unit with an Interim Worker for a period not to exceed one hundred and twenty (120) consecutive calendar days where the position must be filled on an urgent basis to meet operation obligations.

g) Temporary Funding

In the event temporary funding becomes available to fund a new position for a limited period of time of ninety-one (91) days or more, the Employer shall post the position. If the position is filled by a permanent bargaining unit employee, the parties agree that the vacancy created thereby shall be filled with a Temporary Employee. Further, the parties agree that the permanent bargaining unit employee shall be entitled to return to their prior position upon the expiry of the temporary funding.

In the event that temporary funding becomes permanent at any point, the Employer shall notify the Union and shall post the new position in accordance with Article 9.01 (a) and treat it as a new position.

h) In the event a temporary vacancy arises that is filled by a Temporary Employee and the vacancy continues for a period of time being the lesser of:

- a) **Thirty-six (36)** months; or
- b) The period during which the employer provides supplemental benefits at its own expense to the employee who is absent on leave of absence, the Employer and Union shall consult and agree upon whether to treat the vacancy as a temporary vacancy or a permanent vacancy.

The Employer and Union shall consult and agree upon whether to treat the vacancy as a temporary vacancy or a permanent vacancy.

9.02 The notice of a permanent vacancy shall contain the following information:

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

9.03 In filling a vacancy, the Corporation shall give consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

9.04 Internal Applicants

- a) For purposes of Article 9.01 (a), the Corporation will endeavor to fill the position from among current employees. To facilitate this, all internal applicants who meet the minimum qualifications specified on the job posting shall be interviewed and fully considered before any outside applicant is interviewed.
- b) A successful applicant selected from the bargaining unit shall be given an opportunity to demonstrate and/or determine whether they are suitable to perform the work required by the position for a period of thirty (30) calendar days ("trial period"). In the event the applicant or the Corporation determine that the applicant is not suitable during the trial period, the applicant shall be returned to their former position without loss of seniority. The corporation shall provide appropriate training to the applicant during the trial period.
- c) The applicant or the Corporation may give written notice to the other party to request an extension of the trial period. Any request for an extension shall be reviewed in good faith and consent shall not be unreasonably withheld. No extension shall exceed a period of thirty (30) days.
- d) This Article shall not apply to temporary vacancies.

9.05 The Corporation and the Union agree that they are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity principles

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

9.06 Employee(s) shall not be assigned to a non-union position without their consent.

- 9.07 a) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to **the Union at office@cupe543.ca and to each** employee of the Corporation who applied to the vacancy and shall be posted on all bulletin boards in the Corporation.

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

The Union shall be notified **at least seven (7) calendar days** of all new hires (including temporary hires) **and be advised of a date and time which the Union can orientate the new hires. The Union will be notified not less than thirty (30) days in advance of any** promotions, demotions, lay-offs, transfers, recalls. **Notification of resignations, employees on Long-Term Disability (LTD) and death or other terminations of employment will be sent to the Union immediately upon Human Resources becoming aware of such.**

9.08 Pay Equity and Job Evaluation Maintenance

The Union proposes the parties begin a review as a joint exercise during the life of this agreement to perform a pay equity analysis to ensure compliance with the Act.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

10.02 **It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and if an employee has a complaint, the employee shall discuss it with the employee's supervisor within five (5) working days from the day that the employee became first aware or ought to have become aware of the incident giving rise to the complaint or difference. A Union Steward shall be present, if the matter is not resolved within five (5) working days following the discussion, the matter may be processed by the Union within an additional fifteen (15) working days in the following manner:**

10.03 Step 1

The grievance of the employee shall be presented in writing to Human Resources or designate on a standard form supplied by the Union. A meeting shall be arranged within five (5) working days of receipt of the said grievance. Human Resources or designate shall advise the Union in writing of their decision within five (5) working days of the said meeting. A copy of the written decision shall also be forwarded to the Union office pursuant to Article 2.03 (Correspondence) of this Agreement.

Step 2

If the grievance is not resolved under Step 1, the Union may, within seven (7) working days of receipt of this written decision, forward copies of the grievance and the written decision(s) provided for in Step 1 to **Human Resources** or designate, who shall meet with the authorized representatives of the Union and the aggrieved employee, within ten (10) working days of receipt of said grievance and written decision, and shall advise the Union in writing of the decision in respect of the grievance, within ten (10) working days of the said meeting. A copy of the written decision shall also be forwarded to the Union office pursuant to Article 2.03 (Correspondence) of this Agreement.

Step 3

In the event that **Human Resources** or designate does not provide redress satisfactory to the Union, the Union, within twenty (20) working days after receipt of the written decision, may upon providing written notice to the Corporation, submit the grievance for arbitration.

10.04 The decision given in 10.02, Step 1, Step 2, or Step 3 as the case may be, shall be final and binding upon the Corporation and the Union and upon any employee affected by it unless a subsequent step is taken within the above noted time limits.

10.05 Mediation

Either party, with the agreement of the other, may submit the grievance to mediation following receipt of the reply of the Chief Executive Officer or designate at Step 2 of the Grievance Procedure. Where the matter is so referred, the Mediation Process shall take place before the matter is arbitrated. The Union and the Corporation will share the cost, if any, of the Mediator.

10.06 Arbitration

a) Either of the parties may, after exhausting any grievance procedure, notify the other party, in writing, of its desire to submit the grievance to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within five (5) days, inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees shall, within five (5) days of the appointment of the second of them, agree upon a Chairperson of the Arbitration Board. If the recipient of the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a chairperson within the time limited, the appointment may be made by the Ministry of Labour for Ontario upon the request of either party.

- b) The parties may, by mutual agreement in writing, elect to proceed to arbitration with a single arbitrator, who shall be selected by mutual agreement of the parties or their representatives. Failing mutual agreement, the appointment of the arbitrator may be made by the Minister of Labour for Ontario upon the request of either party.

10.07 Decision of the Arbitration Board or Single Arbitrator

The Arbitration Board (or single Arbitrator) shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. In the case of an Arbitration Board, the decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

10.08 Expenses of Arbitration Board and Single Arbitrator

Each party to this Agreement will bear the expenses and fee of its appointee and the parties will share equally the expenses and fee of the chairperson of the Board or the single Arbitrator.

10.09 Limit of Arbitrator's Powers

The Board of Arbitration or the Arbitrator, as the case might be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement nor to alter, modify or otherwise amend any part of this Agreement.

10.10 The Union in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided for in the previous steps.

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

10.12 Group Grievances

A Group Grievance is defined as a single grievance signed by the authorized Union Steward, on behalf of a group of employees whom the Union Steward represents and who have the same complaint. Such grievances shall be filed at Step 2 (Chief Executive Officer),

10.13 Policy/Union Grievances

- a) **Where a dispute between the Union and the Corporation involving a question of general application or interpretation of the Agreement or where the Union has a grievance, a policy grievance may be filed commencing at Step 2 of the grievance procedure. A policy/union grievance must be submitted within thirty (30) working days**

following the date on which the Union became aware of the event or action that gave rise to the grievance. Human Resources or designate, shall meet with the authorized representative of the Union within five (5) working days of receipt of the notice to consider and discuss the grievance. Human Resources or designate, shall make a reply in writing within ten (10) working days after date of such meeting. If the Union does not consider the reply satisfactory, it may within seven (7) working days immediately following receipt of such written reply, require that the grievance be submitted to arbitration in the manner prescribed in Step 3 of the grievance procedure.

- b) It is the intention of the Corporation and the Union, that the procedure provided by the Article 10.13 shall be reserved for grievances in respect of which the regular grievance procedure as set out under Article 10.02 is not available, and that it will not be used to by-pass the regular grievance procedure.

10.14 Lay-off and Recall Grievances

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

10.15 Classification/Reclassification Grievances

Where an allegation is made that an employee's position is improperly classified, it shall first be discussed as a complaint with the employee's supervisor and the Director of Corporate Services. Any complaints not satisfactorily settled by the supervisor within ten (10) working days may be processed as a grievance commencing at Step 2 (Chief Executive Officer) in accordance with Article 10 (Grievance Procedure).

10.16 Suspension or Dismissal Grievances

- a) A claim by the Union that an employee has been suspended or dismissed without reasonable cause shall be treated as a grievance, provided a written statement of such grievance signed by the grievor and authorized Union Steward, is lodged with the Corporation within five (5) working days of the commencement of the suspension or dismissal. Any such grievance shall be initiated at Step 2 (Chief Executive Officer) of the grievance procedure. Where the Arbitration Board (or single Arbitrator) determines that a disciplinary penalty or dismissal of an employee is excessive, it may substitute such other penalty for the discipline or dismissal, as it considers just and reasonable in all the circumstances.

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

c) Union Representation at Disciplinary Meetings

Management will provide reasonable notice in order that the employee can arrange for appropriate Union representation.

ARTICLE 11 - HOURS OF WORK

11.01 a) The normal work week of all employees of the Corporation shall consist of:

i) maintenance and custodial employees: five (5) days per week, Monday through Friday, consisting of eight (8) consecutive hours per day excluding a one (1) hour unpaid lunch period for custodians and a one-half (1/2) hour unpaid lunch period for maintenance, within the hours 7:00 am to 5:00 pm;

ii) administrative employees: five (5) days per week, Monday through Friday, consisting of seven (7) consecutive hours per day excluding an unpaid lunch period of 30 minutes or one hour, within the hours 8:00 a.m. to 4:30 p.m.

b) The normal scheduled work hours shall not exceed forty (40) hours for maintenance and custodian employees and thirty-five (35) hours for administrative employees, per week.

c) The Corporation may allow pre-authorized staggered working hours on a short-term basis to accommodate an employee's personal needs, subject to operational requirements. Such request shall not be unreasonably denied.

11.02 A schedule of hours of work shall be posted for all employees thirty (30) days in advance, and shall not be changed by the Corporation without two weeks notice being given to the employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union, to permit employees to attend to business of the Union or mutual changes of shift between employees shall be allowed with the written consent of the Corporation provided that the change does not involve any cost to the Corporation and that essential services can be maintained.

11.03 The Employer shall receive proposals from the Union from time to time during the currency of this Agreement for varied work schedules for bargaining unit employees and shall consider them in good faith. The Employer shall approve such requests for a varied work schedule for bargaining unit employees provided that it meets the following criteria:

- a) it meets operational requirements in terms of providing sufficient coverage to ensure that work is being performed in a timely manner when required and complies with the hours of operation as set out in Article 11.01 (a) (i) and (ii);
- b) it meets operational requirements in terms of ensuring that the Corporation is able to serve the needs of its clientele;
- c) does not result in the need to pay overtime wage rate;
- d) is consented to by all affected employees;
- e) addresses how the varied work schedule shall operate when affected employees are on vacation and ensures that all operational requirements as set out herein are met during such vacation period; and
- f) it makes provision for the alternate calculation in hours of vacation time, sick time or any other benefit under the collective agreement that would otherwise be calculated with reference to days.

The Employer reserves the right to revoke its approval of any varied work schedule upon reasonable notice to the Union and the affected employees if it is determined that upon implementation of the varied work schedule, unforeseen difficulties develop, that impact upon the Employer's operational requirements.

Any employee who consents to a varied work schedule may give notice that they wish to revoke their consent and in such event, the varied work schedule shall cease to operate and the work schedule shall return to what it had been prior to the implementation of the varied work schedule.

In each instance where a varied work schedule is approved, the Employer, Union and all affected employees shall sign an agreement that confirms that the varied work schedule has been approved. Copies of the signed varied work schedule shall be provided to all parties affected by it.

ARTICLE 12 - ALLOWANCES

12.01 Call-Out and Reporting Allowance

- a) Each employee who has completed a regular day's work and leaves the place of work (including on-site building custodians who have completed their regular shift) and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at the appropriate overtime rate.
- b) An on-site building custodian shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two hours after the time of the first calling.

ARTICLE 13 - ON-SITE PROVISIONS

13.01 Building Custodians who are required to live on-site will have supplied by the Corporation, unfurnished living accommodation, heat, water supply, hydro and a standard telephone (excluding personal long distance calls) and one free parking space where available at a monthly rental as follows:

- a) For full-time employees, rent shall be \$324.00 per month for the duration of the agreement.
- b) Custodians who do not live on-site and custodians who elect to move off-site shall have no rights to compensation under 13.01.

13.02 On Site Premiums

- a) Building Custodians who live on-site, are scheduled for on-site duties after completion of their regular shift and have been provided with a pager or an alternative method of communication by the Corporation for use during on-site duties shall not be required to remain on-site, but, must carry their communications device and be readily available to respond for work during the scheduled on-site hours.
- b) Building Custodians who are scheduled for on-site duties from completion of their regular shift to 12:00 midnight will be compensated for any hours worked by receiving the applicable overtime rate in accordance with Article 14 of the Collective Agreement for the actual time worked. Article 12.01, Call-Out and Reporting Allowance shall not apply to on-site Building Custodians during this period.

13.03 The Corporation will permit On-site Building Custodians to attend union meetings on request, provided that no additional costs are incurred by the Corporation and that operational requirements can be maintained.

13.04 On-Site Rotation

- a) For the purposes of allowing rotation of on-site building custodians within the Corporation to cover more than one building within a geographic location, it is agreed that a mutually arranged schedule for the assignment of on-site responsibility can be implemented with the Corporation.
- b) In the event that an on-site building custodian is away for any reason, the next on-site building custodian in the rotation schedule shall be appointed to cover the period of absence.
- c) Article 13 shall apply to on-site building custodians only.

13.05 For greater certainty the Corporation and the Union agree that the provisions of Article 12 and Article 13 shall be interpreted in the manner illustrated by the following example:

Employee X is an on-site custodian scheduled to work 8:00a.m. to 4:00p.m. Monday to Friday.

From 8:00 a.m. to 4:00 p.m. X earns his regular rate of pay for hours worked.

From 4:01p.m. to 12:00a.m., X will be on call and must have his pager or other electronic communication device on his person and be available for work if called.

If X is called between 4:01p.m. and 12:00a.m., X will earn overtime pay at his prescribed rate for the number of hours **they are** required to work, rounded to the nearest quarter hour.

If X is called between 12:01a.m. and 7:59a.m., provided that **they** attends to perform the work, **they** shall be paid for a minimum of 3 hours at his prescribed overtime rate. A subsequent 3 hour minimum shall only be payable if X is called within 2 hours from the last call out within the period specified in this paragraph. In no case shall X be entitled to more than 9 hours pay for work performed between 12:01a.m. and 7:59a.m.

ARTICLE 14 - OVERTIME

14.01 Each permanent employee shall be paid by the Corporation at the rate of time and one-half for all time worked by such employee on any scheduled working days in excess of the regularly scheduled hours for such day, and at the rate of time and one-half for all time worked by the said employee on any day in any calendar week other than a scheduled working day

- 14.02 All overtime except emergency overtime, shall be authorized by Senior Management in advance. Emergency overtime shall be reported to the appropriate supervisor within one (1) working day for approval.
- 14.03 The Corporation shall endeavor to distribute overtime relatively equally among employees available to perform the work required, taking into consideration assigned work location and employee classification. The Corporation shall provide the Union with a quarterly Overtime Report.
- 14.04 An employee may opt to accumulate compensating leave in lieu of pay at overtime rate in accordance with Article 14.01. Compensating time shall be taken at a time mutually convenient to the Corporation and the employee.
- 14.05 Compensating leave accumulated in a calendar year that is not taken before January 31 of the following year, shall be paid at the overtime premium on the base rate at which it was earned. Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31 of the following year, upon giving fifteen (15) working days notice in writing, except in cases of emergency.
- 14.06 An employee scheduled to work overtime on the employee's day off shall receive a minimum of three hours in accordance with Article 12 "Call Out and Reporting Allowance" at the rate of time and one-half of the employee's basic hourly rate.
- 14.07 There shall be no pyramiding of overtime on premium pay under the terms of this Agreement and under no circumstances will more than one basis of calculating overtime or premium pay be used for the same or similar hours.

ARTICLE 15 - PAID VACATION

- 15.01 a) For the purpose of calculating vacation credits, service year will be computed from January 1 to December 31.
- b) For the purposes of calculating service years, the length of continuous service will be equal to the length of seniority as calculated in accordance with Article 7 (Seniority)
- 15.02 Entitlement to paid vacation shall accrue on the following basis:
- i) **Employees with between one (1) and eight (8) years of service shall earn fifteen (15) days of vacation.**
 - ii) **Employees with more than eight (8) and up to sixteen (16) years of service on January 1 shall earn twenty (20) days of vacation.**

- iii) **Employees with more than sixteen (16) and up to twenty-five (25) years of service on January 1 shall earn twenty-five (25) days of vacation.**
- iv) **Employees with more than twenty-five (25) years of service on January 1 will earn thirty (30) days of vacation.**

If an employee leaves the Corporation partially through the year, they will be required to payback overused vacation days or they may be credited for underused days.

- b) Vacation credits under Article 15.02 (a) accrue in respect of a month or part thereof in which an employee is at work or on leave with pay.
 - c) Vacation shall be credited at the end of each calendar month.
- 15.03 a) Vacations will normally be taken in unbroken periods of at least one (1) week. One day vacations will be allowed, keeping in mind operational requirements. These days shall be considered only after full week vacations have been granted. Any requests for vacation leave shall not be unreasonably denied.
- b) Single vacation days may be divided in ½ day portions to a maximum of five (5) days per calendar year, keeping in mind operational requirements. Any half (1/2) days will be considered only after full weeks and full one (1) day vacations have been granted.
 - c) An employee shall be allowed to carry over a maximum of one (1) year's accrual to the next vacation year.
- 15.04 a) A new employee shall not be entitled to take vacation until they have Completed six (6) months of continuous service without the approval of the C.E.O. or designate.
- b) Subject to the provisions of 15.04 (a) an employee may, with the approval of the C.E.O. or designate take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.

15.05 Approval for vacation requests as outlined below will be subject to operational requirements;

- An employee shall submit their vacation request in writing to their supervisor by January 15 and the Corporation shall post the approved vacation schedule by February 15. All vacation requests submitted in writing by January 15 shall be scheduled according to seniority, keeping in mind the operational requirements of the corporation.
- Vacation requests submitted after January 15 shall not be approved according to seniority but will be subject to operational requirements. Requests submitted from January 15 forward shall require no less than **two (2)** weeks notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably denied.
- No later than July 1, any remaining vacation credits an employee has in **their** bank that cannot be carried forward to the next year shall be scheduled by management in conjunction with operational requirements.

15.06 An employee shall be paid for any earned and unused vacation in the employee's vacation credit bank at the date their employee status ceases, or at the date the employee qualifies for payments under the Long Term Income Protection Plan.

15.07 An employee is not eligible for the vacation entitlement under clauses 15.01 and 15.02 in respect of:

- a) A period in excess of six (6) months during which a Workplace Safety Insurance Board award is in effect unless the award is being supplemented with accumulated credits.

15.08 If an employee is admitted to the hospital for day surgery or as an in-patient while on vacation, the day(s) spent in hospital and any subsequent days spent recovering to a maximum of ten (10) days for both, shall be considered sick leave to the extent of the employee's sick leave accumulation and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the employee was hospitalized during that time.

ARTICLE 16 - DESIGNATED HOLIDAYS

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

New Years's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day
National Day for Truth and Reconciliation	
December 24th Half Day	
December 31st Half Day	

And any other day proclaimed as a holiday by the Federal Government and/or the Government of the Province of Ontario. When any of the aforementioned holidays fall on a Saturday or Sunday or on an employee's scheduled day off, the following normal working day shall be deemed to be a holiday for the purpose of the agreement. If any of the above paid holidays falls on a normal non-working day for an employee, **they** shall receive a lieu day (at regular pay) to be taken on the next normal working day which shall be deemed to be the straight time paid holiday.

16.02 Each employee:

- a) Who is not required to work on a holiday as defined in Article 16.01 shall be paid at the employee's regular rate for each such holiday not so worked. In order to qualify for this benefit the employee must have worked the employee's last scheduled shift preceding and the employee's first scheduled shift following such holiday unless absence on either or both of these days is on account of:
 - i) Illness or injury. Where the employee is absent on account of illness or injury on the last scheduled shift preceding the holidays, the shift following the holiday, or both shifts, such absence(s) must be substantiated by a doctor's certificate, or
 - ii) With the prior permission of the Corporation. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- b) who is required to work on any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half of **their** regular rate for all hours worked on that day provided that such employee meets the condition applicable thereto as set forth in the immediately preceding paragraph.

16.03 When a holiday as defined in Article 16.01 falls within an employee's vacation period the employee shall be entitled to a day off in lieu thereof at the employee's regular rate.

ARTICLE 17 - SICK LEAVE

17.01 Sick leave credits are established and shall accumulate in accordance with Article 17.01 (a) for permanent employees' use during enforced periods of absence from work due to illness, injury or properly certified quarantine, and are not available to an employee for absence caused by any other reason, except as outlined in Article 17.01 (b).

- a) Employees hired before January 1, 2013 shall accumulate sick leave credits at the rate of 1 ½ days for each calendar month of employment, to a maximum of one hundred and thirty (130) working days at any one time. Employees who commence employment during the first fifteen (15) days of a month, will be granted credits for that month. Employees who commence employment after the 15th of the month will not receive such credits.

Employees hired after January 1, 2013 shall accumulate sick leave credits at the rate of 1 day for each calendar month of employment to a maximum of one hundred and thirty (130) working days at any one time. Employees who commence employment during the first fifteen (15) days of a month will be granted credits for that month. Employees who commence employment after the 15th of the month will not receive such credits.

- b) A permanent employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:
 - i) vacation leave
 - ii) leave of absence with pay, or
 - iii) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.

- c)
 - i) In all cases of sickness the employee shall use **their best** efforts to notify the Corporation, in advance of **their** scheduled shift, by using the Corporation's appropriate call-in procedure in place for the employee's department. If an employee is not able to give a return to work date during the original call, the employee shall be required to call in daily until such time as the employee can give an exact date of return.
 - ii) Sickness for more than three (3) consecutive working days must be substantiated by a doctor's certificate upon return to work, or within 10 working days from the first day of absence. The certificate is to provide a probable date of return to work. A doctor's certificate may also be required for each and every absence regardless of length, provided that the Corporation has given advance written notice to the employee requesting such certification. The notice requesting a medical certificate will specify the duration of the reporting requirement and may be extended upon notification to the Employee.

- d) If the Corporation so requires, the employee will supply a medical certificate for every twenty (20) consecutive working days thereafter until the employee returns to work or until an LTD application is approved, whichever is the latter.

The Corporation shall reimburse the employee for the cost of the medical certificate required under 17.01 c) i & ii and d) upon presentation of the official receipt.

- e) No payment of accumulated sick leave credits shall be made to any employee in any circumstance.
- f) Employees may, with the approval of the Corporation, be allowed to use up to four (4) days per year of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care or in cases of immediate family illness, it is understood employees will make every reasonable effort to book personal appointments outside of work hours. Such permission shall not be unreasonably withheld. Requests shall be made in writing stating that leave is requested under Article 17.01 (i) and employees shall provide the Corporation with a minimum of three (3) days' notice, except in an emergency. Leave shall be granted for periods of no less than one (1) hour.

(Calculation Note: When sick leave is taken, it will be calculated based on actual number of hours taken and rounded up to the nearest hour. For example, if an employee uses sick leave credits to leave 1 hour and 15 minutes before the end of their shift, they will be deemed to have used 2 hours of sick leave credits.)

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

ARTICLE 18 - WORKPLACE SAFETY INSURANCE

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

- 18.02 a) If the employee is still absent at the end of the 6 weeks and the Workplace Safety Insurance Board has not rendered its decision on the claim, sick leave credits equivalent to the net pay received in accordance with Article 18.01 will be used from the first day of absence.
- b) Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision.
- c) If the Board subsequently approves the claim, the employee shall be paid in accordance with Article 18.03 and any sick leave credits used in accordance with Article 18.02(a) shall be credited back to the employee.
- d) If the Board subsequently declines the claim, the Corporation shall recover the overpayment that may have occurred.
- 18.03 a) An employee, who is absent by reason of an injury or industrial disease for which an award is made under the Workplace Safety Insurance Board shall be entitled to receive the difference between the appropriate net pay calculated in accordance with the WSIB Net Average Earnings table and the amount of the award.
- b) The difference indicated in Article 18.03(a) shall be paid for a period not exceeding six (6) consecutive weeks or a total of thirty (30) working days where such absences are intermittent, from the first day of the absence without charge to the employee's accumulated credits. After the expiry of this period, the difference shall be paid to the extent of the employee's accumulated sick leave credits in the ratio that the amount compares to the gross pay.

- 18.04 If the Corporation so requests, the employee will supply a medical certificate from a legally qualified medical physician for every twenty (20) consecutive working days of absence following the accident or illness and thereafter, until the employee returns to work or until an LTD application is approved, whichever is the later. The Corporation shall reimburse the employee for the cost of the medical certificate required under this article, upon presentation of the official receipt.
- 18.05 In all cases of work related injury, the Corporation shall forward a copy of the WSIB Form 7 to the Union Office, subsequent to the reporting of any on-the-job injury.
- 18.06 The Corporation agrees that in the event its status under the Workplace Health and Safety Act is changed during the term of this agreement, the Corporation will meet with the Union to negotiate the terms of a new article regarding WSIB.

ARTICLE 19 - LEAVE-OF-ABSENCE

19.01 Bereavement Leave

An employee scheduled to work and who would otherwise have been at work shall be allowed:

- a) Three (3) consecutive working days leave-of-absence with pay in the event of the death of the employee's immediate family including the employee's spouse, child (including still birth or miscarriage), parent, step-parent, step child, brother, sister/or step sibling, parent-in-law, brother and sister-in-law, son- and/or daughter-in-law, aunt, uncle, grandchild, grandparent, legal guardian and/or legal ward.
- b) One (1) day leave-of-absence with pay to attend the funeral of the spouse of an aunt or uncle, niece, nephew, or first cousin.
- c) Two (2) days' leave-of-absence with pay to attend the funerals of relatives listed under 19.01(a) and (b) if the location of the funeral is greater than 800 kilometres (one way) from the employee's residence.
- d) For the purpose of Bereavement Leave, the relationships specified in Article 19.01(a) & (b) are deemed to include a common-law spouse and a partner of the same sex.
- e) One (1) day mourner leave without pay shall be granted upon request provided that such leave shall not interfere with the Employer's operational requirements. The Employer shall make every reasonable effort to accommodate such requests.

- f) When an employee's vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with article 19.01. The portion of the employee's vacation which is deemed to be bereavement leave will not be counted against the employee's vacation credits. The Employee shall reschedule such vacation at a time mutually agreeable to both the Employee and the Employer.

19.02 Jury Duty and Witness Leave

- a) Employees who are called upon to serve as jurors or who are summoned as witnesses to a court proceeding and/or pre-trial:
 - i) shall be granted leave-of-absence with pay for such purposes provided that upon completion of the service such employee shall present to the Corporation a satisfactory certificate showing the period of such service; and
 - ii) shall be paid full salary or wages for the period of such service provided the employee shall pay the Corporation the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.
- b) The provisions of Article 19.02(a), (i) and (ii) shall apply, to a maximum of six employees on any one day, when such employees are summoned as witnesses before the Ontario Labour Relations Board.

19.03 Pregnancy Leave

Pregnancy leave shall be granted in accordance with the provisions of the Employment Standards Act, 2000.

- a) An employee entitled to pregnancy leave under the above, and who provides the Corporation with proof that **they have** applied for and is eligible to receive employment insurance benefits in accordance with HRDC Employment Insurance Act Canada shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan as follows:
 - i) for the first week, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for **their** classification, which **they were** receiving on the last day worked, prior to the commencement of the pregnancy leave; and

- ii) for a maximum period of **seventeen (17)** additional weeks, an amount equal to thirty-eight percent (38%) of the actual weekly rate of pay for **their** regular classification which **they were** receiving on the last day worked at the commencement of the pregnancy leave.
- b) An employee receiving the pregnancy leave allowance under the Supplementary Unemployment Benefit Plan shall have **their** benefits coverage and accumulation of vacation and seniority shall continue to accumulate and sick leave credits continued during the period **they** receive the pregnancy leave allowance.
- c) If requested, in writing, at least four weeks prior to the date of expiry of **their** pregnancy/parental leave, an employee shall be entitled to a leave-of-absence without pay for an additional period of up to a total of six (6) months. The request shall indicate the exact period of extended leave and shall not be subject to further extension. The six (6) month extension granted under this part shall be without pay and/or benefits. However, the Corporation shall make benefits available at the employee's expense in the event the employee elects to continue their benefit coverage during the extended leave period. The total combined pregnancy and parental leave that an employee is entitled to take may not exceed 18 months in any circumstance.
- d) Employees shall have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.
- e) 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.

19.04 Parental Leave

- a) The Corporation shall grant a leave-of-absence without pay to an employee who has served at least thirteen (13) weeks.
- b) Parental leave may begin,
 - i) No earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and

No later than fifty-two (52) weeks after the child is born or comes into the custody, care and control of the parent for the first time.
 - ii) The parental leave of a person who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

- iii) In the case of a person who has taken pregnancy leave, parental leave shall terminate thirty-five (35) weeks after it begins or on an earlier day if the person gives the Corporation at least four (4) weeks notice of that day. Parental leave of a person who did not take pregnancy leave shall terminate thirty-seven (37) weeks after it begins or on an earlier day if the person gives the Corporation at least four (4) weeks notice of that day.
- c) Coverage under the group insurance plan shall continue unless the employee elects in writing not to participate in the plan.
- d) An employee on parental leave shall continue to accumulate seniority, vacation and sick leave credits during the period of such leave.
- e) An employee returning from pregnancy/ parental leave shall be assigned to the position held immediately prior to the commencement of such leave and be paid at the step in the salary range that would have been attained had the leave not been granted.

19.05 Special or Compassionate Leave

Leave-of-absence without pay and without loss of seniority may be granted to an employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Corporation for a period of up to 365 days with the approval of the CEO. Application for leave under this section should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of emergency when as much notice as possible should be given.

19.06 Citizenship Leave

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

19.07 Union Conventions

Leave with pay and without loss of seniority shall be granted upon request from the Union to the Employer, to employees who are duly elected or appointed delegates to attend the annual conventions of the Canadian Union of Public Employees, the Ontario Division of the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. Such time shall not exceed a total of twenty (20) personal days in any one (1) calendar year; however, any unused portion may be carried over to a second year only. The Union will give at least ten (10) working days written notice of such request to the Employer.

19.08 Internal Business Affairs

When upon the written request of the Union to the C.E.O., the Corporation grants leave without loss of pay or benefits to employees elected as executive officers or stewards of the Union, for the purpose of conducting the internal business affairs of the Union, the Union will reimburse the Employer for the wages paid.

19.09 Any employee who is elected or selected for a full time position with the Union, or any organization with which the Union is affiliated, is elected as a Member of Parliament or as a Member of Provincial Parliament, shall be granted a leave of absence by the Corporation for a period of time equivalent to the length of the term of office to which the employee is elected or appointed, and while on such leave of absence shall enjoy uninterrupted seniority provided however,

- (a) That an employee who wishes to return to **their** position and exercise **their** seniority in that behalf, must elect to do so in writing within 15 days of the termination of **their** term of office and make **themselves** available for work within 15 days from the date of his election.
- (b) The Corporation shall have a period of not less than 15 days and not more than 30 days to schedule the employee who has given notice of **their** intention to return to work from the date upon which the said employee gives notice to the Corporation of **their** intention to return to work.
- (c) That, for purposes of this Article, seniority shall bear the meaning ascribed to it in Article 7.01
- (d) leave of absence shall be without pay or benefits provided under the terms of this agreement.

Notwithstanding the foregoing employees who are on a leave of absence as a Member of Parliament or as a Member of Provincial Parliament shall be restricted to an eight year maximum leave.

19.10 It is agreed that when an employee is absent without pay on an approved leave of absence for the purpose of Union business, the Corporation will continue to pay **them** at **their** regular rate of pay, and will pay all benefit premiums except OMERS payments, as if **they** were present, and the Union will reimburse the Corporation the employee's regular rate of pay, and the employee's OMERS payments on a quarterly basis.

19.11 It is agreed between the Parties that an employee who is a candidate in a Federal or a Provincial election shall be allowed a six week leave of absence without pay or benefits prior to the election date.

19.12 All such requests for Union representation and/or leave of absence on Union business shall be made in writing by the Union representative requesting such time off, on an appropriate form as agreed to between the Parties, and in advance of the time requested where possible, and subject further to Article 28.05. It is further agreed that time off for Union representation and/or leave of absence on Union business shall not be abused.

ARTICLE 20 - PAYMENT OF WAGES

20.01 The Corporation shall pay wages bi-weekly. The pay period shall commence on Thursday and payment shall be made on the Wednesday the week following the close of the bi-weekly pay period. Where the regular payday falls on a designated holiday, employees shall be paid on the day immediately preceding the holiday. Wages shall be as set out in Appendix "A" attached to and forming part of this Agreement. It is agreed that the said salary and wages shall be paid on a bi-weekly basis through direct deposit.

20.02 Wage, Sick Leave and Vacation Statements

- a) On each pay day employees shall be provided with an itemized statement of their wages, other supplementary pay and deductions. The Corporation may not make deductions from wages unless authorized by the employee, statute, court order, arbitration order or by this Agreement.
- b) The Corporation shall advise each employee at least twice yearly (in April and October) in writing of the amount of sick leave and vacation accrued to the employee's credit.

20.03 Pay During Temporary Assignments

- a) When an employee is required to perform the duties of any higher position for a period in excess of greater than one (1) hour in one (1) day, the corresponding rate of pay for such higher position shall be paid for the whole period during which time duties at the higher level are performed.
- b) When an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay of such substitute shall not be changed.

20.04 Reclassification

- a) Where the duties of a bargaining unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.

- b) When a new classification is to be created, the parties shall meet within ninety (90) days to negotiate the wage rate for the new classification. If no agreement is reached between the parties, the Corporation will temporarily set the wage rate for the new classification. Following this, either party may request that a mediator be appointed to assist the parties in resolving the disputed rate. Failing agreement during mediation, the Corporation-set-rate shall remain in force until the matter is forwarded to arbitration.
- c) Where the duties and responsibilities of any new position to be created by the Corporation are to be comprised in the greater part of work previously assigned to a bargaining unit position or positions, and where as a result the Corporation intends to exclude such position(s) from the bargaining unit, the Union shall be informed and shall be supplied with the necessary job descriptions.
- d) When an employee is reclassified to a position with a lower classification as a result of any organizational change, the employee shall be red circled. The employee shall not be entitled to any wage rate increases applicable to the new classification until the new classification wage rate exceeds the wage rate maximum of the former classification.

ARTICLE 21 - CHANGES IN REGULATIONS

21.01 The Corporation agrees to provide to the Local President and the Unit Chairperson a copy of new or amended policies related to any matter covered by this Agreement, within 30 days after such policies are adopted by the Corporation. The Corporation agrees to provide to the Local President and the Unit Chairperson a copy of all policies on or before January 1, 2018.

ARTICLE 22 - EMPLOYEE BENEFITS

22.01 The parties agree to retain the Manulife Benefits Plan in place as of December 12, 2006 as outlined in Appendix "D" **to be the basis of the benefits plan. Appendix 'D' will be updated with the improvements of the Collective Agreement or the plan as they occur.**

Benefits will start 61 calendar days after the date of hire.

22.02 The Corporation may change the carrier of any plan, provided that there is no reduction in benefits and provided the Corporation gives the Union not less than sixty (60) days notice of such change, furnishes the Union with full particulars of the plan to be substituted and if requested to do so, meets with the Union Representatives to discuss and explain the change proposed.

22.03 All employees shall be enrolled in the Ontario Municipal Employees Retirement System (OMERS) Plan.

22.04 An employee on leave of absence for any reason, other than a leave of absence provided for under the *Employment Standards Act, 2000*, shall be entitled to the continuation of their health benefit coverage for a period of up to twelve (12) months at the Corporation's expense. In addition, an employee who is approved for Long Term Disability benefits shall be entitled to the continuation of their health benefit coverage for a period of up to 24 months at the Corporation's expense.

Upon the expiration of either the 12 month period or 24 month period provided for above, as applicable, the employee must select one of the two options:

- a) Continue to remain on the Corporation's health benefit plan at their own expense; or
- b) No longer participate in the Employer's health benefit plan for the duration of their leave of absence.

Should the employee select option (a) above, the employee shall pay to the Corporation the total amount of the monthly health benefit plan, in advance, on or before the 15th day of each preceding month.

ARTICLE 23 - STUDENT EMPLOYMENT

23.01 The Corporation may, with the Union's consent, hire students under Co-operative Student Employment Programs or such other student employment programs that may be utilized from time to time at any time during the year. Any student hired by the Corporation under such a Co-operative Student Employment Program or other student program as the case may be with the Universities, Colleges or Governmental agencies shall receive a special student rate as determined by the Corporation in its sole discretion provided that the Corporation notify the Union of the student pay rates.

23.02 No students shall be hired if any member of the bargaining unit who has achieved seniority has been laid off and such laid off member has the necessary qualifications to fill the position, nor shall such students be hired to displace any member of the bargaining unit who has achieved seniority. Any students hired shall not achieve seniority under this agreement, notwithstanding their length of service in any year or their accumulation of length of service in any number of years.

ARTICLE 24 - CONTRACTING OUT

- 24.01 The Corporation shall have the right to contract out any work provided however, that prior to contracting out work normally performed by members of the bargaining unit on June 26, 1971, advance discussions will take place between the CEO of the Corporation and the Union. The Union shall be advised in writing and discussions shall commence not more than three (3) weeks from the date of such written notice.
- 24.02 The Union shall be accorded an opportunity to make a written submission on the Corporation's plans regarding the proposed contract and the CEO of the Corporation shall give weight to such comments in light of all attendant circumstances. The said discussions with respect to such written submissions shall not take longer than two (2) weeks following commencement of the said discussions; which shall constitute the Union's final action in this matter; thereafter the CEO of the Corporation shall recommend or shall not recommend that the said work be contracted out.
- 24.03 When the Corporation awards a contract for work which is normally performed by members of the bargaining unit as hereinbefore set out, the Corporation agrees to provide alternative employment at no loss of salary, wages or benefits excluding overtime for the employees who normally perform the work contracted out and who were in the employ of the Corporation prior to December 31, 2023. In respect to all other employees affected by the contracting out, the Corporation shall make a sincere effort to provide alternative employment for them and if no work is available the provisions of Article 8.02 respecting lay-offs shall be applicable.

ARTICLE 25 - NO STRIKES OR LOCK-OUTS

- 25.01 There shall be no strike or lock-out during the currency of this Agreement. The words "strike" and "lock-out" shall be as defined by the Ontario Labour Relations Act, as amended from time to time.

In the event of industrial strikes, the Corporation will instruct its supervisors that the employees are not to be ordered to cross legal picket lines.

ARTICLE 26 – MILEAGE RATES

26.01 The Corporation agrees to reimburse all employees who elect to use their private automobile on business of the Corporation at the prevailing mileage rates as provided by the Corporation from time to time.

The mileage calculations of payments accumulate from the 1st day of January in each calendar year.

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

ARTICLE 27 - JOINT LABOUR/MANAGEMENT COMMITTEE

27.01 Policy

The Corporation recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and co-operative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

27.02 Scope

The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, and morale, and shall seek to promote understanding and agreement between the parties. However, it will not perform any of those functions, which are exclusively the functions of Management and/or the Union. It is understood that the Committee shall act in an advisory capacity and shall have no power to alter or amend, add to or modify, the terms of the Collective Agreement. The Committee is not intended in any way to replace or infringe upon the grievance or negotiating procedures.

27.03 Membership

- a) The Committee shall be composed of not more than three (3) representatives from the Corporation and three (3) representatives from the bargaining unit.
Management's committee shall include the CEO and the Union's committee shall include the C.U.P.E. Local 543.6 Windsor Essex Community Housing Corporation Unit Chairperson and the Local 543 President shall be an ex-officio member. Either party may invite additional representatives depending upon matters on the agenda. Meetings will be held within two (2) weeks of a request by either party, but normally not more frequently than once per month or any other mutually satisfactory date.

- b) The Corporation shall grant leave-of-absence without loss of pay or credits to members of the Union who participate at such meetings provided the provisions of Article 27.03 (a) are adhered to.

27.04 Agenda

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

27.05 Chairperson

The Union and Management will select a representative from its group who will act as chairperson on an alternating basis. **Each party will be responsible for taking their own notes.** The chairperson will be responsible for conducting the meeting in an orderly fashion.

ARTICLE 28 - UNION REPRESENTATION

- 28.01 The Corporation will recognize as the Executive of this local: Chairperson, 1 Chief Steward and Secretary. The Corporation will also recognize executives from Local 543 and CUPE National Representative in order to conduct union business.
- 28.02 The Corporation acknowledges the right of the Union to appoint or select 1 Chief Steward and 2 Stewards to assist employees in presenting their grievances to the representatives of the Corporation.
- 28.03 The Union acknowledges that the Executives have regular duties to perform on behalf of the Corporation and that such person will not leave their regular duties without notifying their appropriate supervisor or CEO. Permission from the supervisor or CEO will not be unreasonably withheld.
- 28.04 The Chief Steward will be involved in the grievance procedure from the beginning to the end of the grievance process.

- 28.05 The Corporation hereby authorizes the employee's immediate supervisor to grant elected or duly appointed representatives of the Union a short leave of absence with pay, not exceeding four (4) hours a week in total, in order to carry out any of the functions required of such representatives under the terms of this agreement, **including** the investigation and processing of grievances. The request for any such leave of absence, including the purpose of the absence, shall be made a reasonable length of time in advance. If the request cannot be granted, having regard to the efficient operation of the department, the time off will be granted within three (3) working days of the request, where practicable. In the event the Union representative wishes to speak with any employee in any department other than his own, the employee's immediate supervisor will be advised by the Union representative prior to meeting with the employee. Any hours beyond the paid four (4) hours provided for herein shall be reimbursed by the Union to the Corporation in accordance with the provisions of Article 6.09.
- 28.06 The Union will inform the Corporation, after elections, in writing of the names of the Local Executives and of any future changes.
- 28.07 It is understood that Union representatives have regular work to perform on behalf of the Corporation. Union representatives shall not leave their regular duties without receiving permission from the CEO or designate and the CEO or designate will not unreasonably refuse such request. Such time shall be considered as time worked without loss of pay or benefit. When leaving and resuming work they shall report to their supervisor.
- 28.08 The Union agrees to provide the Corporation with a list of authorized Local Union Stewards in January of each year, and inform the Corporation of any changes thereto, as soon as possible before the Corporation shall be required to recognize them.

ARTICLE 29 - GENERAL CONDITIONS

29.01 Accommodation at Work

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

29.02 Bulletin Board

The Corporation will provide appropriate bulletin boards upon which the Union will have the right to post notices of Union meetings, and such other notices referring to Union activities as may be of interest to employees.

29.03 Tools and Protective Clothing

- a) Once a year, the Corporation shall issue, without charge, to employees who perform maintenance and/or custodial duties, and who have completed their probationary period:

ARTICLE	QUANTITY
Safety boots/shoes	2 pairs* (\$160.00 excluding tax, per pair)
Shirts	5 (Summer, short sleeve) 5 (Winter, long sleeve)
Trousers and Shorts	Choice of 5 pairs total
Coats - winter (parka)	1 (every 2 years)
Toque or Baseball Cap	1

Where protective clothing is supplied, it must be worn as a condition of employment.

*Where an employee requests that a second pair of Safety boots/shoes be purchased/reimbursed in a year, the second pair of Safety boots/shoes must be pre-approved by the Health and Safety Manager, which pre-approval (or denial) is at the sole discretion of the Health and Safety Manager.

- b) The Corporation shall supply employees, at its expense, all appropriate tools required to perform their duties. Employees shall be responsible for the safety and condition of their tools and the Corporation shall have the right to seek payment from any employee to replace damaged tools in circumstances where, as a consequence of the employee's negligence, the tools provided by the Corporation have been damaged or destroyed.

29.04 Health and Safety

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

a) Hepatitis B Vaccination

The vaccination against Hepatitis B will be available on a voluntary basis to those employees who, as a condition of employment, have a possible high exposure to body fluids. The Joint Health and Safety Committee will identify job functions with the potential for high exposure to body fluids in order to determine entitlement to the vaccination. Under these approved conditions, the Corporation will be responsible for such costs.

29.05 Moving Expenses on Transfer

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

29.06 Clean-Up Time

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

29.07 Joint Health and Safety Committee

- a) A Health and Safety Committee shall be established with equal representation from the Corporation and the Union.
- b) The Joint Health and Safety Committee will meet every three (3) months, if required, or more frequently if mutually agreed to, to enquire into practices and inspect projects on-site.
- c) A designated safety representative from the bargaining unit will be recognized by the Corporation. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the Chief Executive Officer or designate. Unresolved items may be appealed to the Health and Safety Committee.
- d) The powers of this Committee shall be as outlined in the Occupational Health and Safety Act.

- e) It is understood that the Health and Safety Committees referred to above which provide for joint enquiry into safety practices and inspection of on-site projects by a joint committee does not, in any way derogate from or limit the function of Management to take such action as it may decide to take arising out of its responsibility for safety measures and in a manner in keeping with its management responsibilities.

29.08 Rest Periods

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

29.09 ACCOMODATION

- a) Any employee who has become unable to do the normal and regular duties owing to partial disability or infirmity shall be given consideration for work within the employee's capabilities and qualifications. In assigning an employee to a vacancy under this Article, it should be understood that the provisions of Article 9.01 (Notice of Vacancy) would not apply.
- b) If an employee, who is disabled due to illness or injury, is capable of returning to perform the essential duties of the pre-disability position, the employee shall provide relevant medical documentation and co-operate with the Corporation in modifying the job to enable the employee to assume the full duties of the position on a gradual basis (unless this modified arrangement causes undue hardship to the Corporation).

29.10 Change of Address

In the event of change in home address or telephone number, it shall be the responsibility of the employee to notify **Human Resources** in writing of such change. **Human Resources will send correspondence** to an employee's last known address or telephone number **unless otherwise notified**.

29.11 Disciplinary Records

Any disciplinary record shall be removed from an employee's file after **twelve (12)** months from the date of the offence, provided that there have been no similar warnings in that period, in which event the time for the application of this section shall be counted from the date of the succeeding warning. It is understood that disciplinary records include any written records of verbal warnings, written warnings and letters of suspension. The Corporation may not rely upon any discipline of which the employee was unaware at the time it was filed.

29.12 Access to Personnel Files

Each employee shall have reasonable access to the employee's personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the CEO or designate. Upon request an employee will receive a copy of the record of any evaluation or formal disciplinary notations in the personnel file.

29.13 Adverse Weather Conditions

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

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

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

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

29.16 Whenever the masculine or singular has been used throughout this agreement it shall be deemed to include feminine or plural where the context so allows or requires and *vice versa*.

29.17 Where the introduction of technological change or new methods of operation will displace or is likely to displace or result in the lay-off of any employee, the employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union as soon as practicable after the employer decides to implement such technological change.

ARTICLE 30 - TERM OF AGREEMENT

30.01 Duration: This agreement shall be binding and remain in effect from January 1, **2024** through to and including December 31, **2026** and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires to revise or amend the Collective Agreement.

30.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Agree to this 31 day of October 2024

SIGNED FOR THE EMPLOYER

Danielle Bombardier
Danielle Bombardier (Oct 31, 2024 13:57 EDT)

Katie Trupp
Katie Trupp (Nov 1, 2024 15:36 EDT)

SIGNED FOR THE UNION

Krystin Glomsky-Ridsole

Melissa Heron
Melissa Heron (Nov 3, 2024 18:09 EST)

DF
David Ferranti (Nov 4, 2024 07:34 EST)

Patrick Murchison
Patrick Murchison (Nov 6, 2024 20:53 EST)

Carrie Wethers

APPENDIX A - GENERAL WAGES

January 1, 2024

		Group 1: Admin/Clerical & CRW			
2024	Band	Level 1	Level 2	Level 3	Level 4
	1	23.93	24.61	25.35	26.13
	2	24.92	25.64	26.43	27.23
	3	26.47	27.28	28.08	28.96
	4	27.23	28.12	29.04	29.97
	5	28.33	29.31	30.35	30.85
	6	29.88	30.90	31.98	33.10
	7	31.67	32.62	33.65	34.65
	8	32.74	33.71	34.73	35.73
	9	33.08	34.06	35.10	36.06

		Group 2: Maintenance Repair/Custodian			
		Level 1	Level 2	Level 3	Level 4
Maintenance	Repair (MR)	26.21	26.52	26.88	27.23
Building	Custodian (BC)	24.96	25.31	25.63	25.94
Custodial	Repair (CR)	25.57	25.92	26.27	26.59

January 1, 2025

		Group 1: Admin/Clerical & CRW			
2025	Band	Level 1	Level 2	Level 3	Level 4
	1	24.93	25.61	26.35	27.13
	2	25.92	26.64	27.43	28.23
	3	27.47	28.28	29.08	29.96
	4	28.23	29.12	30.04	30.97
	5	29.33	30.31	31.35	31.85
	6	30.88	31.90	32.98	34.10
	7	32.67	33.62	34.65	35.65
	8	33.74	34.71	35.73	36.73
	9	34.08	35.06	36.10	37.06

Group 2: Maintenance Repair/Custodian

	Level 1	Level 2	Level 3	Level 4
Maintenance Repair (MR)	27.21	27.52	27.88	28.23
Building Custodian (BC)	25.96	26.31	26.63	26.94
Custodial Repair (CR)	26.57	26.92	27.27	27.59

January 1, 2026

		Group 1: Admin/Clerical & CRW			
2026	Band	Level 1	Level 2	Level 3	Level 4
	1	25.93	26.61	27.35	28.13
	2	26.92	27.64	28.43	29.23
	3	28.47	29.28	30.08	30.96
	4	29.23	30.12	31.04	31.97
	5	30.33	31.31	32.35	32.85
	6	31.88	32.90	33.98	35.10
	7	33.67	34.62	35.65	36.65
	8	34.74	35.71	36.73	37.73
	9	35.08	36.06	37.10	38.06

Group 2: Maintenance Repair/Custodian

	Level 1	Level 2	Level 3	Level 4
Maintenance Repair (MR)	28.21	28.52	28.88	29.23
Building Custodian (BC)	26.96	27.31	27.63	27.94
Custodial Repair (CR)	27.57	27.92	28.27	28.59

APPENDIX B - MEMORANDUM OF UNDERSTANDING

Subject: Building Attendant

As per Article 1.01 e) of the Collective Agreement, it is agreed that the following terms and conditions shall apply to Building Attendants:

Purpose:

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

Qualifications:

Ability to understand simple oral and written instructions.

Duties:

- Reporting maintenance problems to supervisor
- Reporting on vandalism to supervisor
- Assisting on lock-outs
- Monitoring fire alarm systems and assisting in cases of fire alarms
- Reporting disturbances to supervisor and/or police
- Maintaining general security, ensuring doors are properly secured
- **Daily rounds/inspections of interior/exterior of building and report any unusual findings to supervisor**
- **Clean-up of minor spills/sanitary items**
- **Any after-hours access to Contractors/Vendors as required**
- Any other related duties.

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

Where a Building Attendant is required to perform any work other than those duties listed above, Windsor Essex Community Housing Corporation (CHC) will pay the Building Attendant for such work at the rate of: **\$17.00** per hour.

On the following basis

Less than 15 minutes –
minimum ¼ hour
15 to 30 minutes – ½ hour
31 to 45 minutes - ¾ hour
46 minutes to 1 hour – 1 hour

Union dues as per Article 5.01 will be deducted monthly based on earnings for the previous month and in accordance with rates laid down by the Union from time to time. However, no dues will be deducted if the Building Attendant has worked three (3) hours or less during the previous month.

It is understood that Building Attendants are covered per current provisions of the Workplace Safety Insurance Act.

APPENDIX C -SENIORITY LISTING

Windsor Essex Community Housing Corporation - Seniority List
September 2024

Legal First Name	Legal Last Name	Job Title Description	Status	Hire Date	Years of Service
Tom	Broderick	Preventative Maintenance and Safety Repair	Active	1993-08-04	30 Years, 11 Months, 28 Days
Cynthia	Jarvis	Property Clerk	Active	1994-01-27	30 Years, 6 Months, 5 Days
Nancy	Wightman	Applications Clerk	Active	2001-02-12	23 Years, 5 Months, 20 Days
Cecilia	Soumas	Property Clerk	Active	2001-08-30	22 years, 11 months, 2 days
Jeannette	Cole	Applications Clerk	Active	2002-06-24	22 Years, 1 Months, 8 Days
Sharon	Tofflemire	Housing Services Representative	Leave	2003-09-29	20 Years, 10 Months, 3 Days
Melissa	Shelley	Purchasing Coordinator	Active	2004-10-04	19 Years, 9 Months, 28 Days
Brad	Toulouse	Community Relations Worker	Active	2007-02-12	17 Years, 5 Months, 20 Days
Sarah	Bishop	Property Clerk	Active	2007-08-10	16 Years, 11 Months, 22 Days
Patricia	Cassady	Community Relations Worker	Active	2008-02-19	16 Years, 5 Months, 13 Days
Krysta	Glovasky-Ridsdale	Maintenance and Restoration Administrator	Active	2008-07-02	16 Years, 0 Months, 30 Days
Gerald	Pepin	Building Custodian	Active	2008-10-12	15 Years, 9 Months, 20 Days
Caroline	Rochford	Property Clerk	Active	2009-01-02	15 Years, 6 Months, 30 Days
Omar	Herrera	Maintenance Repairperson	Active	2011-12-05	12 Years, 7 Months, 27 Days
Jenny	Verpaelst	Cashier/Accounts Receivable	Active	2012-10-22	11 Years, 9 Months, 10 Days
Dariusz	Siwczyk	Maintenance Repairperson	Active	2013-09-11	10 Years, 10 Months, 21 Days
Erin	Cournoyer	Allocations Clerk	Active	2014-10-06	9 Years, 9 Months, 26 Days
Linda	Lucente	Property Clerk	Active	2015-02-26	9 Years, 5 Months, 6 Days
Tina	Mayville	Property Clerk	Active	2015-08-24	8 Years, 11 Months, 8 Days

Brian	Davey	Maintenance Repairperson	Leave	2016-02-01	8 Years, 6 Months, 0 Days
David	Ferranti	Maintenance Repairperson	Active	2016-04-18	8 Years, 3 Months, 14 Days
James	Ferguson	Building Custodian	Active	2016-04-25	8 Years, 3 Months, 7 Days
Kathryn	Clarke	Community Relations Worker	Active	2016-06-27	8 Years, 1 Months, 5 Days
Jose	Serrano	Building Custodian	Active	2016-12-01	7 Years, 8 Months, 0 Days
Renato	Miclat	Building Custodian	Active	2017-06-26	7 Years, 1 Months, 6 Days
Edward	Jackson	Custodial Repairperson	Active	2018-04-03	6 Years, 3 Months, 29 Days
Adam	Parent	Maintenance Repairperson	Active	2018-07-17	6 Years, 0 Months, 15 Days
Christopher	Martin	Maintenance Repairperson	Active	2018-07-17	6 Years, 0 Months, 15 Days
Jose	Almeida	Maintenance Repairperson	Active	2019-06-10	5 Years, 1 Months, 22 Days
Roger	Miller	Maintenance Repairperson	Active	2019-06-17	5 Years, 1 Months, 15 Days
Susan	Gates	Income Review Clerk	Active	2019-12-02	4 Years, 7 Months, 30 Days
Terry	L'Esperance	Maintenance Repairperson	Active	2020-03-30	4 Years, 4 Months, 2 Days
Robert	Little	Building Custodian	Active	2020-08-04	3 Years, 11 Months, 28 Days
Mary	Eplett	Customer Service Clerk	Active	2020-10-26	3 Years, 9 Months, 6 Days
Dennis	Nash	Preventative Maintenance and Safety Repair	Leave	2021-05-17	3 Years, 2 Months, 15 Days
Scott	Ward	Building Custodian	Active	2021-06-28	3 Years, 1 Months, 4 Days
Fan	Yang	Financial Analyst Application and Housing Support Clerk	Active	2021-12-06	2 Years, 7 Months, 26 Days
Antonina	LaPorta	Support Clerk	Active	2021-12-20	2 Years, 7 Months, 12 Days
Thomas	Westfall	Building Custodian	Active	2022-01-04	2 Years, 6 Months, 28 Days
Amanda	Morgan	Community Relations Worker	Leave	2022-01-31	2 Years, 6 Months, 1 Days
Kailey	Steven	Property Clerk	Active	2022-03-21	2 Years, 4 Months, 11 Days
Gaurav	Gaurav	Custodial Repairperson Housing Services	Active	2022-05-16	2 Years, 2 Months, 16 Days
Alicia	Hernandez	Representative	Active	2022-05-30	2 Years, 2 Months, 2 Days

Michelle	Jackson	Operations Admin. Clerk	Active	2022-08-22	1 Years, 11 Months, 10 Days
Mouna	Azzam	Applications Clerk	Leave	2022-10-24	1 Years, 9 Months, 8 Days
Anwar	Nona	Custodial Repairperson	Active	2022-12-19	1 Years, 7 Months, 13 Days
Aria	Pursel	Income Review Clerk	Active	2023-01-09	1 Years, 6 Months, 23 Days
Daniel	Kalonji	Financial Services Coordinator	Active	2023-01-23	1 Years, 6 Months, 9 Days
Rodney	Mulder	Applications Clerk	Active	2023-02-21	1 Years, 5 Months, 11 Days
Ahmad	Hussein	Income Review/Associate Clerk	Active	2023-03-06	1 Years, 4 Months, 26 Days
Ryan	Campbell	Community Relations Worker	Active	2023-04-03	1 Years, 3 Months, 29 Days
Matthew	Wickham	Community Relations Worker	Active	2023-05-15	1 Years, 2 Months, 17 Days
Rosemarie	Kozak	Accounting Clerk	Active	2023-06-05	1 Years, 1 Months, 27 Days
Mariana	Ifteni	Accounts Payable Clerk	Active	2023-07-04	1 Years, 0 Months, 28 Days
Ahmad	Almasri	Help Desk Technician	Active	2023-07-04	1 Years, 0 Months, 28 Days
Robert	Gadd	Building Custodian	Active	2023-07-17	1 Years, 0 Months, 15 Days
John	Bodirlau	Building Custodian	Active	2023-07-31	1 Years, 0 Months, 1 Days
Daicy	Wu	Financial Analyst	Active	2023-08-02	0 Years, 11 Months, 30 Days
Amanda	Anchor	Operations and Safety Administrator	Active	2023-09-14	0 Years, 10 Months, 18 Days
Zainab	Altwaini	Application and Housing Support Clerk	Active	2023-10-30	0 Years, 9 Months, 2 Days
Holly	Gaudet	Payroll Administrator	Active	2024-03-04	0 Years, 4 Months, 28 Days
Isreal	Oni	Maintenance Repairperson	Active	2024-04-08	0 Years, 3 Months, 24 Days
Marcus	Horowitz	Accounts Payable Clerk	Active	2024-05-01	0 Years, 3 Months, 0 Days
Sydney	Williams	Maintenance Repairperson	Active	2024-05-06	0 Years, 2 Months, 26 Days
Norma	Fehr	Accounts Payable Clerk	Active	2024-05-06	0 Years, 2 Months, 26 Days
Cathy	Day	Property Clerk	Active	2024-07-02	0 Years, 0 Months, 30 Days
Darrick	Drouillard	Building Attendant	Active	2024-09-03	0 Years, 1 Months, 12 Days

Mark	Chase	Building Attendant	Active	2024-09-03	0 Years, 1 Months, 12 Days
Gordon	Montmarquette	Building Attendant	Active	2024-09-03	0 Years, 1 Months, 12 Days
Margarita	Salman	Property Clerk	Active	2024-09-09	0 Years, 1 Months, 6 Days

APPENDIX D - BENEFIT SUMMARY

Employee Life Insurance

Benefit amount - 100% of annual earnings to a maximum of \$150,000

Termination age-your benefit amount terminates at age 75 or retirement, whichever is earlier.

Employee Optional Life Insurance

Benefit Amount-increments of \$10,000 to a maximum of \$300,000

Termination age-age 65 or retirement, whichever is earlier

Dependent Life Insurance

Spouse	\$5,000
Child	\$2,500

Termination age-employee's age 71 or retirement, whichever is earlier

Long Term Disability Income Benefits

Waiting Period 182 days

Amount 66.7% of your monthly earnings to a maximum benefit of \$5,000

Healthcare

Termination Age – employee's age 75 or retirement, whichever is earlier

Deductible Nil

Reimbursement Level 100%

Basic Expense Maximums

Hospital	Private room
Home Nursing Care	\$25,000 for a maximum of 12 months per condition
Chronic Care	\$25 per day

In-Canada Prescription Drugs	Included
Smoking Cessation Products	\$300 lifetime
Fertility Drugs	\$15,000 lifetime
Hearing Aids	\$500 every 5 years
Incontinence Supplies	\$1,000 each calendar year

Custom-fitted Orthopedic Shoes Including modifications and adjustments to Orthopedic Shoes or Regular Footwear

\$150 combined each calendar year

Custom-made Orthopedic Shoes	1 pair each calendar year
Custom-made Foot Orthotics	\$400 every 3 calendar years
Myoelectric Arms	\$10,000 per prosthesis
External Breast Prosthesis	1 every 12 months
Surgical Brassieres	4 every 12 months
Mechanical or Hydraulic Patient Lifters	\$2,000 per lifter once every 5 years
Outdoor Wheelchair Ramps	1 in a lifetime to a maximum of \$2,000

Basic Expense Maximums

Continuous Glucose Monitoring Machines Including Sensors and Transmitters	\$4,000 each calendar year
Transcutaneous Nerve Stimulators	\$700 lifetime
Extremity Pumps for Lymphedema	1 in a lifetime to a maximum of \$1,500
Custom-made Compression Hose	4 pairs each calendar year
Wigs for Cancer Patients	\$300 lifetime

Paramedical Expense Maximums

Chiropractors:	\$1,000 each calendar year
Massage Therapists:	\$1,000 each calendar year
Naturopaths:	\$1,000 each calendar year
Osteopaths:	\$1,000 each calendar year
Physiotherapists:	\$1,000 each calendar year
Podiatrists:	\$1,000 each calendar year
Psychologists/Social Workers:	\$1,000 combined each calendar year
Speech Therapists:	\$1,000 each calendar year

Vision Care Expense Maximums

Eye Examinations	1 each calendar year
Glasses, Contact Lenses and Laser Eye Surgery	\$250 combined every 2 calendar years
Contact Lenses for Special Conditions	\$200 every 2 calendar years
Visual Training and Remedial Therapy	\$200 lifetime

Out-of-Country Care Expense Maximums

Emergency Care	Unlimited
Non-Emergency Care	\$50,000 each calendar year
Lifetime Healthcare Maximum	Unlimited

Dental Care

Deductible	Nil
Reimbursement Levels	
Basic Coverage	100%
Major Coverage	50%
Accidental Dental Injury Coverage	100% Plan Maximums
Basic Treatment	Unlimited
Major Treatment	\$1,000 each calendar year
Accidental Dental Injury Treatment	Unlimited

Long Term Disability (LTD) Income Benefits:

Waiting Period: 182 days

Amount: 66.7% of your monthly earnings to a maximum of \$5,000 per month

Termination Age: LTD benefits terminate at age 65 or earlier if you retire.

LETTER OF UNDERSTANDING

The Corporation and Union shall jointly develop, establish and maintain terms of reference that will set out the following:

- **the composition, function and powers of the MJHSC,**
- **the frequency and schedule of meetings and inspections,**
- **decision-making and dispute resolution,**
- **selection of co-chairs, roles and terms of committee members and co-chairs,**
- **the role of alternates and guests,**
- **renewal of the terms of reference, and**
- **any other terms that the MLITSD or the JHSC deem appropriate.**

The MJHSC will comprise of at least a total of four (4) worker-members selected by the Union. The Corporation will choose the remainder of the MJHSC members from among management. The Employer's Operations and Safety Administrator will act as a resource to the JHSC.

The MJHSC will be entitled to receive from the Corporation any of the following:

- **Policies and programs respecting occupational health and safety,**
- **Occupational Health and Safety training and educational programs for employees, supervisors and managers,**
- **Information concerning potential or existing hazards or dangers in the workplace,**
- **Reports respecting occupational health and safety, including but not limited to reports and notices of accidents, injury, occupational illness, fatalities, incidents of workplace violence and harassment, and work refusals,**
- **Ministry inspector field visit reports and orders issued at any location.**

An employee shall suffer no loss of pay to perform a function or exercise a power under the OHSA.

The agenda of items for the Committee to consider will include the following:

- **For maintenance and custodial workers: they work alone, they fix sinks/drains for example, are in very vulnerable positions in buildings that are considered high risk. Two workers should be paired up when working in a higher risk district or attending a unit on the warning code list which will be updated every time an incident occurs. The list and reasons to make changes will be brought to the monthly health and safety committee meeting for review and to determine if this change is appropriate.**

- Completed and published policies and procedures- in case of fire; raid; overdoses or medical emergencies; weapons; to include management responsibilities for staff (find out where staff is; access safety and advise of concerns in a manner that mitigates the risk that staff are exposed to). Automatic debriefing meetings to discuss what worked and what did not work to ensure the policy and plan is effective and be able to improve when necessary.
- Use of bargaining staff (including BA's) for wellness checks.
- Use of staff as security (for example when evicting a tenant)
- BA's work in the same areas of custodians and maintenance but do not have the same safety equipment. (Safety boots) – Puncture resistance/ shank protection footwear is necessary. Consideration on issuing everyone a pair and how to effectively replace (frequency and process),
- Consideration of BA's carrying phones, provided a phone for them to use/carry while on duty,
- Consideration of alarming the doors; and/or meeting with police services and the Union to discuss how to keep the building secure and provide a report which will be acted upon within 3 months of ratification.
- Training, including health and safety, for new hires prior to entering a building to start work (proper orientation)
- Consideration of equipping maintenance, custodial, custodial repair workers and BA's with panic buttons (for ex., BA's the person on duty to have panic button with the cell phone)
- The union will be given time within 60 days of ratification of the C/A to collect information from its all of the members and compile questions to be brought forward at the L/M meeting in September.

This Agreement is made without prejudice and without precedent to any position that the parties may take in the future.

Dated at Windsor this 31 day of October, 2024.

FOR THE EMPLOYER

Danielle Bombardier
Danielle Bombardier (Oct 31, 2024 13:57 EDT)

Katie Trupp
Katie Trupp (Nov 1, 2024 15:36 EDT)

FOR THE UNION

Krysta Glowosky-Ridvale

Melissa Harris
Melissa Harris (Nov 3, 2024 18:09 EST)

David Ferranti
David Ferranti (Nov 4, 2024 07:34 EST)

Patrick Murchison
Patrick Murchison (Nov 6, 2024 20:53 EST)

Carrie Withers

LETTER OF UNDERSTANDING

The Employer and the Union Agree to the following:

- **No unionized employees will perform wellness checks.**
- **No unionized employees will perform evictions.**
- **BA's will be provided a company email address.**

This Agreement is made without prejudice and without precedent to any position that the parties may take in the future.

Dated at Windsor this 31 day of October, 2024.

FOR THE EMPLOYER

FOR THE UNION

Danielle Bombardier
Danielle Bombardier (Oct 31, 2024 13:57 EDT)

Krysta Glowasky-Ridsdale

Katie Trupp
Katie Trupp (Nov 1, 2024 15:36 EDT)

[Signature]
Me. 552-1-1103, 2024 18:09 EST

DF
David Ferranti (Nov 4, 2024 07:34 EST)

Patrick Murchison
Patrick Murchison (Nov 6, 2024 20:53 EST)

Cassie Withers