

COLLECTIVE AGREEMENT

Between

LONDON & MIDDLESEX COMMUNITY HOUSING INC.



AND



EMPLOYEES UNION LOCAL 101.3

CANADIAN UNION OF PUBLIC EMPLOYEES

JANUARY 1, 2020 – DECEMBER 31, 2023

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ARTICLE 1 – DEFINITIONS

- 1.01 (a) “Employee” means a person in the bargaining unit described in [Article 2](#).
- (b) “Probationary Employee” means one who is employed in the bargaining unit and has not acquired seniority.
- (c) “Permanent Employee” means an employee who has acquired seniority.
- (d) “Full-Time Employee” means an employee who is regularly employed for more than twenty-one (21) hours per week.
- (e) “Permanent Part-Time Employee” means an employee who works twenty-one (21) hours or less per week on a regular, continuing basis.
- (f) “Temporary Employee” means an employee who has been hired:
- (i) to replace a permanent or probationary employee while on sick leave, WSIB, pregnancy, parental and adoption leave, special or compassionate leave, educational leave, while seconded to a management or bargaining unit excluded position or while participating in career development; or
 - (ii) where funds are available for a position of a definite term or during peak workload periods for more than thirty (30) calendar days but not in excess of three hundred and sixty-five (365) days.
- (g) “Resident Contact” – a person retained by the Employer for purposes outlined in [Appendix A](#) of the Collective Agreement. The only terms and conditions of the agreement that apply to Resident Contacts shall be as outlined in Appendix A, Memorandum of Understanding, which forms part of the Collective Agreement.
- (h) “Building Contact” – a person retained by the Employer for the purposes outlined in [Appendix A](#) of the Collective Agreement. The only terms and conditions of the agreement that apply to Building Contacts shall be as outlined in Appendix A, Memorandum of Understanding, which forms part of the Collective Agreement.
- (i) “Family Site Contact” – a person retained by the Employer for purposes outlined in [Appendix A](#) of the Collective Agreement. The only terms and conditions of the agreement that apply to Family Site Contacts shall be as outlined in Appendix A, Memorandum of Understanding, which forms part of the Collective Agreement.

(j) "Either Party" – means either Management or the Bargaining Unit.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of London & Middlesex Community Housing (LMCH) in the County of Middlesex, Ontario save and except supervisors and persons above the rank of supervisor and students hired during the school vacation period and co-operative education students, the Executive Assistant, Information Systems Coordinator and Communications Specialist.
- (b) It is understood that students and co-operative students are supernumerary and their utilization will not result in the direct lay-off or reduced hours of any employee covered by this Agreement, nor will students be used to fill temporary or permanent positions within the bargaining unit.
- 2.02 (a) When the Employer significantly changes the duties of a bargaining unit position or creates a new bargaining unit position or classification, it will be evaluated by the Joint Job Evaluation Committee (JJEC). The Employer will provide any adjustments retroactive to the date the job was created or the date of submission for re-evaluation of a changed job.
- (b) Where the duties and responsibilities of any new position to be created by the Employer are to be comprised in the greater part of work previously assigned to a bargaining unit position(s), and where as a result the Employer intends to exclude such position(s) from the bargaining unit, the Union shall be informed and shall be supplied with the necessary job descriptions.
- 2.03 Joint Health and Safety Committee
- (a) A Joint Health and Safety Committee shall be established with equal representation from the Employer and the Union.
- (b) The Committee will meet every three (3) months, if required, or more frequently if mutually agreed to, to inquire into practices and inspect projects onsite.
- (c) A designated safety representative from the Union will be recognized by the Employer. When an unsafe practice is alleged, the safety representative will discuss the finding and actions required with the Chief Executive Officer or Designate. Unresolved items may be appealed to the Joint Health and Safety Committee.

- (d) The powers of this Committee shall be as outlined in the [Occupational Health & Safety Act](#).
- (e) It is understood that the Joint Health and Safety Committee 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.

2.04 Temporary Employees

- (a) Articles [5.01](#), [11](#), [13](#), [14](#), and [15](#) are the only Articles applicable to temporary employees.
- (b) Notwithstanding Articles [1.01 \(f\)](#) and [2.01](#), it is understood and agreed that the Employer may require up to thirty (30) days from the date of becoming aware of the need for a temporary replacement in order to fill such position and as such, Articles [5.01](#), [13](#), [14](#), and [15](#) would not apply in the interim period.
- (c) The thirty (30) day period identified in 2.04 (b) may be extended or otherwise amended by mutual agreement of the parties in order to fill the vacancy and as such, Articles [5.01](#), [13](#), [14](#), and [15](#) would not apply for this agreed upon extended period.
- (d) The three hundred and sixty-five (365) calendar days identified in [Article 1.01 \(f\)](#) may be extended or otherwise amended by mutual agreement of the parties. In the event that there is a need for a specific temporary position beyond three hundred and sixty-five (365) calendar days and the period is not extended, the temporary position will become a permanent full-time or permanent part-time vacancy and posted in accordance with [Article 9](#).
- (e) If a temporary employee is the successful applicant for a permanent position without a break in service, the employee's seniority shall be effective from the original date of last hire as a temporary employee. Authorized sick leave, statutory holidays or leave of absence shall not be considered a break in service.

- 2.05 Correspondence to the Union arising out of this Agreement or incidental thereto (including all grievance responses) shall be sent to the Union Steward(s) with a copy to the Unit Chair and the Executive Liaison – Sub Units of the Union.

- 2.06 The Union shall provide the Employer with a list of its representatives who will be acting on behalf of the Union in matters pertaining to this Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the business and services to be provided and its facilities and direction of the employees are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- (i) Maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices and standards of performance to be observed by its employees, discipline or discharge employees for just cause provided that a claim be an employee that has been discharged or disciplined without just cause may be subject of a grievance and dealt with as hereinafter provided.
 - (ii) Determine the location and extent of its operations, select, hire and direct the employees; to transfer, assign, promote, schedule and classify, lay-off or recall employees; to plan, direct and control its operations; to select and retain employees for positions excluded from the Bargaining Unit.
- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. Failure by the Employer to exercise any of its management rights or other rights shall not be considered to be an abandonment of those rights.

ARTICLE 4 – DISCRIMINATION OR INTIMIDATION

- 4.01 The Parties recognize and agree to abide by the provisions of the [Ontario Human Rights Code](#), the [Employment Standards Act](#), the [Ontario Labour Relations Act](#), the [Accessibility for Ontarians with Disabilities Act \(AODA\)](#) and the [Occupational Health and Safety Act](#).
- 4.02 The Employer agrees that there will be no discrimination or intimidation practised or permitted by any of their official officers, against any employee because of trade union membership or authorized and/or legal union activity.
- 4.03 The parties agree to abide by the Employer's policies on Workplace Violence Prevention and Workplace Harassment Prevention as may be amended from time to time by the Employer.

- 4.04 The Union and the Employer support the right of individuals to an environment free from harassment on the grounds specified in Article 4.01 and 4.02. As such, conduct which can be construed as harassment will not be condoned and may result in loss of employment.
- 4.05 Allegations 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.

ARTICLE 5 – COMPLUSORY CHECK-OFF

- 5.01 The Employer shall deduct from the second (2nd) pay of each and every month, from each employee in the bargaining unit, a sum equivalent to the monthly dues as defined by the by-laws of the Union, and will provide and transfer such sums to the Secretary-Treasurer of the Union not later than fifteen (15) calendar days after such deductions have been made and the consolidated total of the regular gross monthly wages paid to all employees.
- 5.02 On commencing probationary employment, the Employer will provide each new employee with a copy of the Collective Agreement, inform the new employee of the conditions of employment, the Employer's policies and procedures in effect and provide an opportunity to meet with a Union Steward within one (1) week of the employee's start date.
- 5.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Article 5.01.

ARTICLE 6 – UNION MANAGEMENT NEGOTIATIONS

- 6.01 The Union shall provide the Employer with the names of its Negotiating Committee, and the Employer shall provide the Union with the names of the Employer's Negotiating Committee prior to commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.
- 6.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.
- 6.03 In the event of one party wishing to call a meeting of the Negotiating Committees, the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.

- 6.04 The Employer and Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.
- 6.05 The Union's Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next Agreement up to a maximum of three (3) days per member. Such employees shall be paid at their regular rate of pay.
- 6.06 The Employer shall grant leave of absences without loss of pay or credits to members of the Union who participate in negotiations, conciliation or interest arbitration provided that not more than three (3) employees at one (1) time shall be permitted such leave for any one set of negotiations.

ARTICLE 7 – SENIORITY

- 7.01 Seniority as referred to in this Agreement shall mean length of continuous and unbroken service within the bargaining unit with the Employer and with the Ontario Housing Corporation and the former Housing Authorities, and will accumulate retroactively to the date of hire, upon completion of a probationary period of:
- (i) for full time employees, sixty (60) days worked but may be extended to ninety (90) days worked, with written notice to the employee and the Union. It is understood that the days worked will include designated holidays.
 - (ii) for permanent part time employees, a period of six (6) consecutive months, but may be extended for nine (9) consecutive months with written notice to the employee and the Union.

The probationary period will exclude absences for which Workplace Safety & Insurance Benefits are received, or periods of illness greater than three (3) days and jury and/or witness duty.

- 7.02 An employee shall maintain and accumulate seniority under the following conditions:
- (i) while actively at work for the Employer after completion of the probationary period.
 - (ii) During any period when the employee is prevented from performing work for the Employer by reason of injury arising out of any in the course of employment with the Employer and for which the employee is receiving compensation under the provisions of the [Workplace Safety and Insurance Act](#), or during any period of absence due to illness.
 - (iii) During the first three hundred and sixty-five (365) days of any unpaid leave of absence.

- 7.03 Seniority for permanent employees will be calculated prorated on the percentage of the employee's weekly hours of work relative to the employee's normal work week (excluding overtime) as specified in [Article 13](#).
- 7.04 The Employer will maintain a seniority list for all employees as defined under [Article 7.01](#). Seniority will be recorded in years, months, weeks and days and shall be calculated as of January first (1st), and July first (1st) of each year.
- 7.05 The Employer will provide all permanent employees and the Union with an up-to-date seniority list on or about the fifteenth (15th) of January and July of each year. The seniority list will show all employees, including employees on Long Term Disability benefits and paid sick leave, in order of seniority, stating the employee's name and classification.
- 7.06 An employee will lose all seniority and employment deemed terminated under the following conditions:
- (i) If the employee voluntarily quits.
 - (ii) If the employee retires.
 - (iii) If the employee is discharged for cause and not reinstated through the grievance procedure.
 - (iv) If the employee fails to report for duty after a lay-off or leave in accordance with provisions of this Agreement.
 - (v) If the employee is absent from work for more than five (5) scheduled working days without properly notifying the Employer, unless in the circumstances, it is impossible for the employee to do so.
 - (vi) If the employee does not return to work after lay-off in five (5) calendar days after being recalled by the Employer by telephone, by registered mail, or by courier service addressed to the employee's postal address last known to the Employer.

ARTICLE 8 – LAY-OFF

8.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement

8.02 Short-Term Layoff

- (a) Where an employee is laid off for not more than four (4) weeks in twelve (12) consecutive months, i.e. consecutive and/or staggered days, the Employer will identify the least senior employee in a position within LMCH to be laid off. The employee concerned shall receive four (4) weeks notice of lay off in writing, with a copy to the Union.
- (b) Employees on temporary layoff shall have no displacement rights.
- (c) When a position has been identified for short-term lay off, any temporary employee performing bargaining unit work shall be laid off before a permanent employee. This provision shall not apply to a temporary employee replacing a permanent employee on a leave of absence, or in cases where the temporary employee is performing work, which no permanent bargaining unit employee is qualified to perform.

8.03 Long-Term Layoff

Where an employee is to be laid off by reason of shortage of work or funds, or the abolition of a position, or other material change in the organization, the following procedure will apply:

- (a) The Employer will identify the least senior employee within the affected position as surplus, based on the seniority in effect as of that date within LMCH.
- (b) Where such employee is identified as surplus, the employee will have the right to:
 - (i) Accept a reassignment to another permanent vacancy for which the surplus employee is qualified and capable of performing, as per the Employer's selection practices; or
 - (ii) Elect not to be reassigned to a permanent vacant position and work the remainder of their notice period; or
 - (iii) Resign and receive the provisions of Article 8.04 and Article 8.05.
 - (iv) Where there is no vacancy under 8.03, a surplus employee may displace an individual if that surplus employee has greater seniority and is capable and qualified to perform the duties of the position as per the Employer's selection practices. Employees who intend to exercise displacement rights must indicate their decision in writing to the Chief Executive Officer or Designate not later than ten (10) working days from the date of receiving surplus notice.

- (v) Where any permanent employee is declared surplus and assigned to a position with a lower classification (including where displacement is necessary), the employee shall retain the actual salary range of their former class, and will remain at that salary range of their former class for a period of six (6) months from the date of assignment to the lower classified position. At the end of the six (6) month period, the employee shall be paid at the next lowest step in the new salary range plus fifty (50%) percent of the difference between this salary and the employee's former salary. The employee will remain at this salary range until the salary range of the new classification exceeds this salary range.
 - (c) For the purpose of this clause, no surplus employee shall displace an employee in a higher classification.
 - (d) When a position has been identified for long-term layoff, any temporary employee performing bargaining unit work shall be laid off before a permanent employee. This provision shall not apply to a temporary employee replacing a permanent employee on a leave of absence or in cases where the temporary employee is performing work, which no permanent bargaining unit employee is fully qualified to perform.
 - (e) Where the employee fails to exercise the employee's rights under 8.03, or where no suitable vacancy exists with the Employer, the employee shall be laid off.
- 8.04 When a permanent employee is laid off for more than four (4) weeks, the employee shall be provided with twenty-six (26) weeks notice in writing. If it is not possible to receive twenty-six (26) weeks notice, the employee shall receive regular pay for the twenty-six (26) weeks, in lieu of working. A copy of such notice shall be forwarded to the Union Steward(s) and the Executive Liaison – Sub Units of the Union.
- 8.05 A permanent employee (who has completed their probationary period) who is laid off for a minimum of four (4) consecutive weeks, and does not return to work, shall receive a separation allowance (in addition to any other entitlements) of two (2) weeks salary for every year of service to a maximum of twelve (12) weeks at regular pay. Periods of employment included in previous separation payments shall be excluded from any future separation pay calculations for that employee.

- 8.06 Where a surplus employee resigns from employment prior to the end of the notice period, the employee shall be eligible for the separation allowance under Article 8.05 and termination pay of one (1) week per year for any additional years of service the employee may have beyond six (6) years to a maximum of twenty-six (26) weeks and shall not receive a pay out for any remaining weeks of the notice period. By choosing this option the employee will forfeit all other entitlements under [Article 8](#).
- 8.07 (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 seven (7) calendar days to respond to the job posting.
- (c) A laid off employee under this provision will be given priority consideration to a new vacancy in LMCH, provided that they are qualified to perform the duties and there is no other qualified laid off employee with greater seniority, who has applied to the vacancy, pursuant to this provision.
- (d) The assignment of a surplus employee to a vacancy in accordance with Article 8.03 shall have priority over an appointment under Article 8.07.
- 8.08 An employee who has been on layoff for more than twenty-four (24) months shall lose all rights of recall and seniority.
- 8.09 An employee who has completed their probationary period and is laid off may continue to participate in the benefit plans available to the employee for up to twenty-four (24) months, provided that the employee pays to the Employer the full premium cost one hundred (100%) percent of such participation.
- 8.10 Where an employee files a grievance claiming improper layoff or recall, the employee shall identify the position in dispute and submit the grievance at Step 1 of the grievance procedure.
- 8.11 The employer shall not hire any new employee to perform work normally performed by bargaining unit employees while anyone is on layoff. It is understood that a new employee will not be hired if there is anyone on layoff who is capable and fully qualified to perform the available work.

ARTICLE 9 – STAFF CHANGES, ADDITIONS AND PROMOTIONS

- 9.01 (a) When a new position is created or when a permanent vacancy occurs within the bargaining unit, the Employer shall immediately notify the Union in writing with a copy in the pay remittance envelopes of each employee, or by email, or by fax, or by regular post to each employee so that employees will know about the vacancy or new position.

Employees who have been on LTD or WSIB for less than twenty-four (24) months or on a leave of absence, who make a request in writing, will receive a copy of the notice of vacancy, which will be mailed to the last known address on record.

The Union wishes to propose a Letter of Understanding whereby if the Employer considers not filling a vacant position, the Employer will enter into conversation with the Union to explain the reasons for not posting the vacancy.

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

The Employer shall immediately notify the Union in writing and shall notify each employee by email, fax and a posting notice on the Union bulletin board for five (5) working days so that the employees will know about the assignment.

- (c) Subsequent temporary vacancies arising from filling the temporary vacancy under 9.01 (b) may be posted at the Employer's discretion.

- 9.02 When a new position is created, additional employee(s) are required, or when a vacancy occurs within the bargaining unit, the Employer will post a notice of the vacancy for a period of seven (7) consecutive days on a bulletin board. An employee who wishes to be considered for the position so posted shall signify a desire by making a formal application in accordance with the provisions of the posting. Only employees for whom the vacant job will be a change in job classification or a lateral transfer will be eligible to make an application. The Employer will notify the successful candidate in writing of the selection along with a start date.
- 9.03 Filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations and the skill, ability and qualifications of the individual to perform the normal required work and where these are relatively equal, seniority shall govern. If the job is not filled as a result of the posting or if no suitable applications are received, the Employer reserves the right to hire.
- 9.04 Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers, temporary promotion and temporary vacancies shall not be deemed to be permanently vacant for the purposes of this Article.
- 9.05 Such notice shall contain the nature of position, present work location, qualifications, required knowledge and education, skills, shifts, hours of work, wage rate or range. It is understood that job location may change in future due to operational requirements.
- 9.06 For purposes of Article 9.01, the Employer will endeavor to fill the position from among those employees in which the vacancy or temporary assignment occurs. To facilitate this, all internal (permanent full-time and permanent part-time) applicants who meet the minimum required qualifications specified on the job posting shall be interviewed and fully considered before any outside applicant is interviewed.
- 9.07 The Employer and the Union agree that they are jointly committed to the attainment of equal employment opportunity goals and the fostering of equal employment opportunity principles.
- 9.08 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each employee who applied to the vacancy and shall be posted on all bulletin boards. Any employee who applied for a posted vacancy and is unsuccessful shall be given the reasons verbally upon request of the employee.
- 9.09 The Union shall be notified within thirty (30) calendar days of all new hires (including temporary hires), promotions, demotions, lay-offs, transfers, recalls, resignations, long-term disability employees, deaths or other terminations of employment.

- 9.10 When an assignment of "Lead Hand" or group leader is required, the senior qualified employee in the district/area shall be assigned in accordance with [Article 14.02](#).

ARTICLE 10 – JOB SHARING

- 10.01 The parties agree that job sharing can occur where there is written agreement between the employees who wish to job share, the Employer and the Union. All requests for job sharing with existing employees will be considered by the Employer and requests will not be unreasonably denied.
- 10.02 It is agreed that job sharing results from two employees sharing a full time position and as such the position shall continue to be identified as a full time position.

ARTICLE 11 – GRIEVANCE, MEDIATION AND ARBITRATION PROCEDURE

- 11.01 (a) It is the intent of the Employer and the Union to resolve 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 arbitral.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Union Stewards may have such time as is reasonably required during normal working hours to investigate grievances or employee complaints, which may otherwise lead to grievances. The Union Steward shall receive their regular pay for such absence if permission is first obtained from their appropriate Manager or Director, such permission will not be unreasonably withheld.
- 11.02 Grievance Process
- (a) **Complaint Stage** – Before any grievance is filed, the Employee(s) shall first confirm with the Supervisor or Designate that this is a formal complaint stage and discuss the matter of complaint or difference in order to attempt to resolve or adjust the complaint or difference. The Supervisor or Designate shall have five (5) working days to render their decision in writing stating their decision. The employees shall have the right to union representation at all stages/steps of the process.
- (b) **Step 1** - If the complaint or difference is not settled within the five (5) working days of the date of discussion or no decision is received, the employee may file a grievance with the Union and submit such to the Chief Executive Officer or Designate.

The Chief Executive Officer or Designate will elect a Director to meet with the authorized Union Steward and the aggrieved employee within five (5) working days of receipt of the said grievance. The elected Director shall advise the Union in writing of their decision in respect of the grievance within five (5) working days of the said meeting. A copy of the written decision shall also be forwarded to the Union Steward and the Executive Liaison – Sub Units pursuant to [Article 2.05](#) of this Agreement.

In the event that the aggrieved employee reports to a Director and having first discussed their complaint or difference with that Director, the formal grievance will be reviewed by an alternate Director as designated by the Chief Executive Officer.

- (c) **Step 2** - In the event that the Director does not provide redress satisfactory to the Union, the Union may within five (5) working days of receipt of this written decision, forward copies of the grievance and the written decisions to the Chief Executive Officer or Designate, who shall meet with the authorized representatives of the Union and the aggrieved employee, within five (5) working days of receipt of said grievance and written decisions, and shall advise the Union in writing of the decision in respect of the grievance, within five (5) working days of the meeting.
- (d) **Step 3** - In the event that the Chief Executive Officer or Designate does not provide redress satisfactory to the Union, the Union within twenty-four (24) working days after receipt of the decision of the Chief Executive Officer or Designate, may upon providing written notice to the Employer, submit the grievance for either mediation or arbitration.

11.03 Types of Grievances

- (a) **Individual Grievance** – whereby one employee is filing a grievance to resolve a matter in dispute.
- (b) **Policy Grievance** – An allegation by the Union that the Employer has violated or misinterpreted the Agreement, or with respect to the administration or application of the Agreement that affects the entire workforce, may be made the subject of a policy grievance by the Union filing notice with the Chief Executive Officer or Designate to that effect. Such grievances must be filed in writing by the Union within thirty (30) working days, of the occurrence giving rise to the grievance.

The Chief Executive Officer or Designate shall meet with the authorized representative of the Union with five (5) working days of receipt of the notice to consider and discuss the grievance. The Chief Executive Officer or Designate shall reply in writing within ten (10) working days after the 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, refer the grievance to either mediation or arbitration.

- (c) **Group Grievance** – A group grievance is defined as a single grievance signed by the authorized union representative on behalf of a group of employees whom the Union Steward represents and who have the same complaint. Such grievances will proceed to Step 1 of the grievance process.

- 11.04 (a) 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 previous steps.
- (b) The decision given in Step 1, Step 2 and Step 3, as the case may be, shall be final and binding upon the Employer and the Union and upon any employee affected by it unless a subsequent step is taken within the prescribed time limits.
- (c) Where a grievance is not processed within the prescribed time limits or has not been processed by the Union within the prescribed time limits, it shall be deemed to have been withdrawn. Where a grievance is not processed by the Employer within the time prescribed, it may be processed by the Union to the next step.
- (d) The time limits provided in this Article are mandatory and may only be extended or otherwise amended by mutual agreement of the parties.

11.05 Mediation

- (a) Either party, with the agreement of the other, may submit a grievance to mediation following receipt of the reply of the Chief Executive Officer or Designate at Step 3 of the grievance process. Where the matter is so referred, mediation shall take place before the matter is arbitrated.
- (b) Each of the parties to this Agreement will jointly bear the expenses, if any, of the Mediator.
- (c) Should the parties hereto fail to agree upon a person to act as a Mediator, the grievance will be referred to Arbitration.

- (d) The decision of the Mediator may or may not be adopted by both parties, If the Union or Employer are not satisfied with the outcome from mediation, then either party may refer the grievance to arbitration in writing, within seven (7) working days immediately following receipt of such decision. Where a grievance is not referred to arbitration within the time allowed, the decision of the Mediator shall be deemed to be final and binding on both parties.

11.06 Arbitration

- (a) The Union and Employer agree that any complaint or difference concerning the interpretation, application, or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlines in this Agreement including mediation, and which has not been settled, may be referred to a single Arbitrator mutually agreed upon by the parties.
- (b) Should the Union and Employer fail to agree upon a person to act as a single Arbitrator, the Minister of Labour for the Province of Ontario will be asked to nominate a person to act as single Arbitrator.
- (c) The decision of the Arbitrator shall be final and binding upon the parties and any employee affected by it.
- (d) The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- (e) Each of the parties to this Agreement will jointly bear the expenses, if any, of the Arbitrator.
- (f) At arbitration, reasonable arrangements will be made to permit the Arbitrator to have access to any part of the workplace to view any working condition which may be relevant to the disposition of the grievance.
- (g) Notwithstanding Article 11.06(a), either party may request, in writing, an Arbitration Board consisting of one nominee from each party plus a Chairperson mutually agreed upon by both parties. Should the parties fail to agree on a Chairperson, the Ministry of Labour for the Province of Ontario shall nominate a person to act as Chair. Article 11.06(c), (d), (e) and (f) shall apply to the Arbitration Board.

- (h) The Arbitration Board or single Arbitrator shall hear the grievance and issue a decision that 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.

ARTICLE 12 – SUSPENSION OR DISMISSAL

12.01 A claim by the Union that an employee has been suspended or dismissed without reasonable cause shall be treated as a grievance provided a written statement of such grievance signed by the grievor and authorized Union Steward is lodged with the Employer within five (5) working days of the commencement of the suspension or dismissal. Any such grievance shall be initiated at Step 2 of the grievance procedure.

12.02 In the event that an employee's services are terminated within the probationary period, such termination may be subject to the grievance procedure. It is understood and agreed that the Employer may terminate the employment of a probationary employee at its sole discretion provided however, such termination is not arbitrary, discriminatory or made in bad faith.

12.03 Union Representation at Disciplinary Meetings

- (a) Where a meeting is called by the Employer regarding a disciplinary matter, the employee involved will be advised that they may request the attendance of a Union Steward or alternate at the meeting, if they so choose.
- (b) The Employer will endeavour to provide reasonable notice in order that the employee can arrange for appropriate Union representation. Should the Union Steward or alternate be unable to attend within a reasonable timeframe, the meeting will not be unduly delayed.

ARTICLE 13 – HOURS OF WORK

- 13.01 (a) The normal week of all full-time employees of the Employer shall consist of:
- (i) for maintenance employees five (5) days of eight (8) hours per day;
 - (ii) for administrative employees five (5) days of seven (7) hours per day.

- (b) The average normally scheduled work hours shall not exceed eighty (80) hours for maintenance employees and seventy (70) hours for administrative employees per two (2)-week period over a reasonable period of time.
- (c) The Employer may allow pre-authorized staggered working hours to accommodate an employee's personal needs, subject to operational requirements. Such requests shall not be unreasonably denied.

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

13.03 Unless otherwise agreed to by the Employer and the Union, a schedule of hours of work shall be posted for all permanent part-time employees no less than two (2) weeks in advance. If changes in such schedule are required, the Employer will provide adequate and reasonable notice.

13.04 Notwithstanding Articles 13.01-13.03 flexible hours of work may be allowed subject to the following:

- (i) Adequate staffing must be maintained in all work areas in order to maintain the service standards of the Employer.
- (ii) Participation is voluntary for all employees and requires two (2) weeks written request to the Employer.
- (iii) Employer approval is required for any participation by an employee. Any specific work schedule must be approved by the Employer in advance.
- (iv) The Employer reserves the right to terminate any flex time agreement if it interferes with operational requirements, with two weeks' written notice to the employee.

ARTICLE 14 – WAGE RATES

14.01 Wages of all employees within the bargaining unit shall be as follows:

| LMCH Bargaining Wage Scales Collective Agreement 2020 to 2023 | | | | | | |
|--|-------------|---------------------|--------------|--------------|--------------|--------------|
| Position | | 2019 | 2020 | 2021 | 2022 | 2023 |
| Band | Step | Base Rate \$ | 1.75% | 1.75% | 1.85% | 2.00% |
| 2 | 1 | 21.69 | 22.07 | 22.46 | 22.88 | 23.34 |
| | 2 | 22.44 | 22.83 | 23.23 | 23.66 | 24.13 |
| | 3 | 23.16 | 23.57 | 23.98 | 24.42 | 24.91 |
| | 4 | 23.92 | 24.34 | 24.77 | 25.23 | 25.73 |
| | 5 | 24.65 | 25.08 | 25.52 | 25.99 | 26.51 |
| 3 | 1 | 23.85 | 24.27 | 24.69 | 25.15 | 25.65 |
| | 2 | 24.67 | 25.10 | 25.54 | 26.01 | 26.53 |
| | 3 | 25.48 | 25.93 | 26.38 | 26.87 | 27.41 |
| | 4 | 26.30 | 26.76 | 27.23 | 27.73 | 28.28 |
| | 5 | 27.11 | 27.58 | 28.06 | 28.58 | 29.15 |
| 4 | 1 | 24.20 | 24.62 | 25.05 | 25.51 | 26.02 |
| | 2 | 25.02 | 25.46 | 25.91 | 26.39 | 26.92 |
| | 3 | 25.85 | 26.30 | 26.76 | 27.26 | 27.81 |
| | 4 | 26.64 | 27.11 | 27.58 | 28.09 | 28.65 |
| | 5 | 27.50 | 27.98 | 28.47 | 29.00 | 29.58 |
| 5 | 1 | 24.54 | 24.97 | 25.41 | 25.88 | 26.40 |
| | 2 | 25.34 | 25.78 | 26.23 | 26.72 | 27.25 |
| | 3 | 26.20 | 26.66 | 27.13 | 27.63 | 28.18 |
| | 4 | 27.03 | 27.50 | 27.98 | 28.50 | 29.07 |
| | 5 | 27.87 | 28.36 | 28.86 | 29.39 | 29.98 |
| 6 | 1 | 24.85 | 25.28 | 25.72 | 26.20 | 26.72 |
| | 2 | 25.71 | 26.16 | 26.62 | 27.11 | 27.65 |
| | 3 | 26.54 | 27.00 | 27.47 | 27.98 | 28.54 |
| | 4 | 27.41 | 27.89 | 28.38 | 28.91 | 29.49 |
| | 5 | 28.23 | 28.72 | 29.22 | 29.76 | 30.36 |
| 7 | 1 | 25.19 | 25.63 | 26.08 | 26.56 | 27.09 |
| | 2 | 26.03 | 26.49 | 26.95 | 27.45 | 28.00 |
| | 3 | 26.90 | 27.37 | 27.85 | 28.37 | 28.94 |
| | 4 | 27.75 | 28.24 | 28.73 | 29.26 | 29.85 |
| | 5 | 28.62 | 29.12 | 29.63 | 30.18 | 30.78 |
| 8 | 1 | 28.20 | 28.69 | 29.19 | 29.73 | 30.32 |
| | 2 | 29.18 | 29.69 | 30.21 | 30.77 | 31.39 |
| | 3 | 30.12 | 30.65 | 31.19 | 31.77 | 32.41 |
| | 4 | 31.08 | 31.62 | 32.17 | 32.77 | 33.43 |
| | 5 | 32.08 | 32.64 | 33.21 | 33.82 | 34.50 |
| 9 | 1 | 28.77 | 29.27 | 29.78 | 30.33 | 30.94 |
| | 2 | 29.75 | 30.27 | 30.80 | 31.37 | 32.00 |
| | 3 | 30.70 | 31.24 | 31.79 | 32.38 | 33.03 |
| | 4 | 31.69 | 32.24 | 32.80 | 33.41 | 34.08 |
| | 5 | 32.69 | 33.26 | 33.84 | 34.47 | 35.16 |

14.02 Employees designated as "Lead Hand" shall be entitled to and be paid a premium of \$1.51 in 2020, \$1.54 in 2021, \$1.57 in 2022 and \$1.60 in 2023 per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater and negotiated wage increases.

ARTICLE 15 – OVERTIME PAY

- 15.01 Each full-time employee shall be paid by the Employer at the rate of time and one half (1 ½) for all time worked by such employee on any scheduled working days in excess of the scheduled hours for such day, and at the rate of time and one-half (1 ½) for all time worked by the said employee on any day in any calendar week other than a scheduled working day.
- 15.02 Permanent part-time employees shall be paid at the rate of time and one-half (1 ½) for all time worked by such employees in excess of the employee's scheduled hours in any work week. However, where there is mutual agreement between the Employer and the employee, hours may be temporarily increased with no obligation to pay overtime to the maximum hours of a full-time employee as per [Article 13.01](#) and with no change in other terms and conditions of employment.
- 15.03 All overtime, except emergency overtime, shall be authorized by the appropriate Director or Designate in advance. Emergency overtime shall be reported to the appropriate Manager/Supervisor within one (1) working day for approval.
- 15.04 The Employer shall endeavour to distribute overtime relatively equally among permanent employees available to perform the work required, taking into consideration assigned work location and employee classification.
- 15.05 An employee may opt to accumulate compensating leave on a time and one half (1 ½) basis in lieu of pay at the overtime rate in accordance with Article 15.01 and 15.02. The accumulated leave will never exceed five (5) days in each calendar year. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate Manager/Supervisor.
- 15.06 Compensating leave accumulated in a calendar year, that is not taken before January 31st of the following year, shall be paid at the overtime premium on the base rate at which it was earned. Employees can be paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31st of the following year, upon giving fifteen (15) working days' notice in writing, except in cases of emergency.
- 15.07 An employee scheduled to work overtime on the employee's day off shall receive a minimum of three (3) hours at time and one-half (1 ½) of the employee's basic hourly rate.

ARTICLE 16 – CALL-OUT AND REPORTING ALLOWANCE

- 16.01 Each employee who has completed a regular day's work and leaves the place of work and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time-and one-half (1½) the employee's basic hourly rate.
- 16.02 An employee may opt to accumulate compensating leave on a time and one half basis (1½) in lieu of pay at the overtime rate in accordance with Article 16.01. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate Manager/Supervisor.
- 16.03 Compensating leave accumulated in a calendar year that is not taken before January 31st of the following year shall be paid at the overtime premium on the base rate at which it was earned.
- 16.04 Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31st of the following year, upon giving fifteen (15) working days' notice in writing, except in case of emergency.

ARTICLE 17 – VACATIONS

- 17.01 (a) For the purpose of calculating vacation credits, service year will be computed from January 1 to December 31.
- (b) The provisions of this Article will also apply to permanent part-time employees. For the purposes of calculating service years, the length of continuous service will be equal to the length of seniority as calculated in accordance with [Article 7](#).
- (c) Permanent part-time employees shall earn vacation credits based on the ratio of the hours scheduled to work per week compared to full time employment and expressed in hours or part thereof. It will be used based on the number of hours the employee is scheduled to work weekly during the period of vacation.
- 17.02 Vacation and vacation pay will accrue on the following basis:
- (a) An employee shall earn vacation credits at the following rates:
- (i) One and one-quarter (1¼) days per month during the first seven (7) years continuous service;

- (ii) One and two-thirds ($1 \frac{2}{3}$) days per month after seven (7) years continuous service;
 - (iii) Two and one-twelfth ($2 \frac{1}{12}$) days per month after sixteen (16) years of continuous service;
 - (iv) Two and one-half ($2 \frac{1}{2}$) days per month after twenty-four (24) years of continuous service.
- (b) Vacation credits under Article 17.02(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.
- 17.03 (a) An employee shall be allowed to carry over a maximum of one (1) year's accrual to the next vacation year.
- (b) Vacations will normally be taken in unbroken periods of at least one (1) week. One (1) days' vacation will be allowed keeping in mind operational requirements. Any request for vacation leave shall not be unreasonably withheld.
- 17.04 Employees with twenty (20) or more years of service are entitled to receive in the year of retirement, five (5) days vacation leave of absence in addition to the normal vacation entitlement as set out in Article 17.02.
- 17.05 (a) A new employee shall not be entitled to take vacation until they have completed six (6) months of continuous service.
- (b) Subject to the provisions of Article 17.05(a), an employee may, with the approval of the Chief Executive Officer or Designate, take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.
- 17.06 Approval for vacation requests will at all times be subject to operational requirements.
- 17.07 An employee shall submit the vacation request in writing to the Manager /Supervisor by April 15th and the Employer shall post the approved vacation schedule by May 15th. All vacation requests submitted in writing by April 15th shall be scheduled according to seniority. Vacation requests submitted after April 15th shall not be scheduled according to seniority and in addition, shall require no less than two weeks' notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably withheld.

- 17.08 An employee shall be paid for any earned and unused vacation standing to the employee's credit at the date the employee status ceases, or at the date the employee qualifies for payments under the Long Term Disability (LTD) Plan.
- 17.09 An employee is not eligible for the entitlement under Articles 17.01 and 17.02 in respect of:
- (a) whole calendar month in which they are absent from duty for any reason other than vacation or leave of absence with pay,
or
 - (b) a period in excess of six (6) months during which a Workplace Safety & Insurance Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.
- 17.10 If an employee is hospitalized for day surgery for the setting of broken bones or as an in-patient while on vacation, the days spent in hospital and any subsequent days spent recovering, on the written advice of a medical doctor, shall be considered sick leave to the extent of the employee's sick leave accumulation and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the employee was hospitalized as an in-patient during that time.

ARTICLE 18 – DESIGNATED HOLIDAYS

- 18.01 (a) In each calendar year the following will be observed along with any other day proclaimed as a holiday by the Federal Government and/or the Government of the Province of Ontario as holidays:
- | | |
|----------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Float Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
- (b) 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 this Agreement.
- (c) If any of the above paid holidays fall on a normal non-working day for an employee, the employee 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.

- (d) The one float day mentioned in this Article shall be afforded to the employee by the employee's Manager/Supervisor at a mutually agreeable time within the current calendar year.
- 18.02 (a) Each full-time employee who is not required to work on a holiday as defined in Article 18.01 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 Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- (b) Each full-time employee who is required to work on any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half (1 ½) 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.
- 18.03 A permanent part-time employee shall be entitled to a paid holiday each year on each of the days indicated in Article 18.01 which falls on a day that is a regularly scheduled work day for the employee. Payment will be based on the number of hours that the employee was scheduled to work on that day. It is understood and agreed that permanent part-time employees' work week will not be rescheduled in order to deprive the employee of the payment provided for in this clause.
- 18.04 Temporary employees shall be paid Public Holidays in accordance with the [Employment Standards Act](#).
- 18.05 When a holiday as defined in Article 18.01 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 19 – SICK LEAVE

- 19.01 Sick leave credits are established for use during enforced periods of absence from work due to illness, injury or properly certified quarantine, and are not available to an employee for absence caused by any other reason, except as outlined in Article 19.02(g).

19.02 Each full-time employee shall be entitled to sick leave credits on the following basis:

- (a) Sick leave credits shall accumulate to a maximum of one hundred and thirty (130) working days at a rate of one and one half (1 ½) days for each calendar month of permanent full time employment. Employees, who commence employment during the first fifteen (15) days of a month, will be granted credits for that month. Employees, who commence employment on or after the sixteenth (16th) of a month, will not receive such credits.
- (b) A full-time employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:
 - (i) vacation leave;
 - (ii) leave of absence with pay, or
 - (iii) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.
- (c) Sickness must be substantiated by a Doctor's certificate if the absence is for more than three (3) consecutive working days, or for each and every absence, if so required by written notice, given in advance by the Employer. The notice will specify the reason and the duration of the requirement and may be extended upon notification to the employee. Medical certificates must be submitted to the employee's Manager/Supervisor upon return to work or in accordance with Article 19.02(e).
- (d) In all cases of sickness the employee's supervisor shall be notified prior to the commencement of regular duties on the first day of absence. If an employee is not able to give a return to work date during the original call, the employee shall be required to call in daily until such time as the employee can give an exact date of return. In cases of absence of more than three (3) days but less than ten (10) days, the employee shall furnish immediately a certificate from a legally qualified physician, giving the probable date on which the employee will be able to return to normal duties.
- (e) Notwithstanding Article 19.02(c), an employee absent for more than twenty (20) consecutive working days, shall furnish immediately a certificate from a legally qualified medical physician, giving the probable date on which the employee will be able to return to normal duties.

- (f) If the Employer so requires, the employee will supply a medical certificate on the basis of Article 19.02(e) for every twenty (20) consecutive working days thereafter until the employee returns to work or until a Long Term Disability Plan application is approved, whichever is the latter. The Employer shall reimburse the employee for the cost of the medical certificate required under 19.02(d), upon presentation of the official receipt.
 - (g) Employees may, with the approval of the Employer, be allowed to use up to seven (7) days per year of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care or in cases of immediate family illness. Such permission shall not be unreasonably withheld. Request shall be made in writing stating that leave is requested under Article 19.02 and employees shall provide the Employer with a minimum three (3) days notice, except in an emergency. Leave shall be granted for periods of no less than one (1) hour.
- 19.03 (a) A permanent part-time employee, who is regularly scheduled on an on-going basis to work for a minimum of twelve (12) hours per week, shall be entitled to sick leave credits. Sick leave credits shall accumulate prorated on the percentage of the employee's weekly hours of work (excluding overtime) relative to the normal work week as specified in [Article 13](#).
- (b) Sick leave credits will be expressed in hours or part thereof. Credits will be used based on the number of hours the employee was scheduled to work on the day of the absence.
- (c) For the purposes of this Article, Articles 19.02 (c), (d), (e), (f) and (g) shall also apply.
- 19.04 Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.
- 19.05 Where, for reason of health, an employee is frequently absent or unable to perform the assigned duties, the Employer may require the employee to submit to a medical examination at the expense of the Employer.
- 19.06 If an employee leaves work due to illness during a regularly schedule work day, the employee will be paid for the time worked to the nearest half (1/2) hour. The remainder of the day will be deducted from the employee's' sick leave credits.

ARTICLE 20 – WORKPLACE SAFETY INSURANCE

- 20.01 Where an employee is absent as a result of an injury allegedly sustained at work, the Employer shall continue to pay the employee for a period not exceeding six (6) weeks. During this period the employee shall receive the appropriate net pay as calculated in accordance with the Workplace Safety Insurance Board (WSIB) Net Average Earnings Table.
- 20.02 (a) If the employee is still absent at the end of the six (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 19](#) 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 19](#) and any sick leave credits used in accordance with Article 20.02(a) shall be credited back to the employee.
- (d) If the Board subsequently declines the claim, the Employer shall recover immediately any overpayment that may have occurred.
- 20.03 (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 20.03(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 gross pay.
- 20.04 If the Employer so requires, the employee will supply a medical certificate from a legally qualified medical physician for every twenty (20) consecutive working days of absence following the accident or illness and thereafter, until the employee returns to work or until a Long Term Disability Plan application is approved, whichever is the later. The Employer shall reimburse the employee for the cost of the medical certificate required under this Article, upon presentation of the official receipt.

20.05 In all cases of work related injury, the Employer shall forward a copy of the [WSIB Form 7](#) to the Union Health and Safety Representative, subsequent to the reporting of any on-the-job injury.

ARTICLE 21 – LEAVE-OF-ABSENCE

21.01 Bereavement Leave

- (a) An employee scheduled to work and who would otherwise have been at work shall be allowed:
 - (i) Five (5) consecutive working days leave-of-absence with pay in the event of the death of the employee's immediate family namely: spouse, child, stepchild, mother, stepmother, father, stepfather, brother, sister, stepbrother, and stepsister.
 - (ii) Three (3) consecutive working days leave-of-absence with pay in the event of death of the employee's aunt, uncle, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandmother-in-law, grandfather, grandfather-in-law, or grandchildren, legal guardian or legal ward.
 - (iii) Two (2) working days leave-of-absence with pay in the event of the death of the employee's nephew, niece, spouse's aunt or uncle.
 - (iv) Two (2) days leave-of-absence without pay to attend the funerals of relatives listed under 21.01(a), if the location of the funeral is greater than 800 kilometers (one way) from the employee's residence.
- (b) For the purpose of Bereavement Leave, the relationships specified in Article 21.01(a) are deemed to include a common-law spouse and a partner of the same sex.
- (c) A staff member may request that part of their bereavement leave be taken later to attend a delayed funeral, memorial service or internment.
- (d) For attendance at a memorial service that is held later, the employee may elect to use all of part of the allotted days under 21.01(a) to attend the service without loss of wages or benefits under the collective agreement.

21.02 Jury and Witness Duty

- (a) Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:

- (i) Shall be granted leave-of-absence for such purposes provided that upon completion of the service such employee shall present to the Employer a satisfactory certificate showing the period of such service; and
 - (ii) Shall be paid full salary or wages for the period of such service provided the employee shall pay the Employer the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.
- (b) The provisions of Article 21.02 shall apply, to a maximum of six (6) employees on any one day, when such employees are subpoenaed as witnesses before the Ontario Labour Relations Board.

21.03 Campaigning for Public Office

An employee shall be allowed a leave of absence without pay, to campaign for the employee's election for a public office.

21.04 Pregnancy Leave

Pregnancy leave shall be granted in accordance with the provisions of the [Employment Standards Act](#).

- (a) An employee entitled to pregnancy leave under the above, and who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the [Employment Insurance Act \(Canada\)](#), shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan ("SUB 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 the employee was receiving on the last day worked, prior to the commencement of the pregnancy leave;
- AND
- (ii) up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for their regular classification which the employee was receiving on the last day worked, prior to the commencement of the pregnancy leave. The SUB Plan payments

provided under this section will be calculated using the weekly EI benefit that would be payable to the employee (ie 55%, or the regular maximum weekly EI benefit, if less) regardless of any election by the employee in respect of their EI parental benefits, including an election to receive a lower EI parental benefit spread over such period of time as may be permitted under the [Employment Standards Act](#).

- (b) An employee receiving the pregnancy leave allowance under the Supplementary Employment Benefit Plan shall have their benefits coverage and accumulation of vacation and sick leave credits continued during the period the employee receives the pregnancy leave allowance.
- (c) If requested, in writing, at least two (2) weeks prior to the date of expiry of their pregnancy leave, an employee shall be entitled to a leave-of-absence without pay for an additional period of up to sixty-one (61) weeks. The request shall indicate the exact period of extended leave and shall not be subject to further extension.
- (d) To be eligible, the employee shall sign an agreement providing:
 - (i) that they will return to work and remain in the employ for a period of at least six (6) months,
 - (ii) that they will return to work on the date of the expiry of their pregnancy leave, including any extension, and
 - (iii) that they recognize that the employee is indebted to the Employer for the amount received as a Supplementary Unemployment Benefit should the employee fail to return to work and remain in the employ of the Employer as provided in (i) and (ii) above.
 - (v) 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.
- (f) An employee returning from pregnancy leave shall be assigned to the position held immediately prior to the commencement of such leave provided that the position continues to exist and paid at the step in the salary range that would have been attained had the leave not been

granted. If the position no longer exists, the employee shall be placed in a position in accordance with their skill, ability, qualifications and seniority.

- (g) The period of the pregnancy leave shall not count towards any probationary period.

21.05 Parental Leave

Parental leave shall be granted in accordance with the provisions of the [Employment Standards Act](#).

- (a) The Chief Executive Officer or Designate shall grant a leave-of-absence without pay for parental leave to an employee who has been employed 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
 - (ii) no later than fifty-two (52) weeks after the date the child was born or comes into the custody, care and control of the parent for the first time.
- (c) 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. Parental leave shall end sixty-three (63) weeks after it begins or on an earlier day if the person gives the Employer at least four (4) weeks' notice of that day. However, if the employee also took a pregnancy leave, their parental leave cannot exceed sixty-one (61) weeks.
- (d) An employee entitled to parental leave under the above who has not received a pregnancy leave allowance in accordance with the SUB Plan as described in [Article 21.04](#), and who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance parental benefits pursuant to the [Employment Insurance Act \(Canada\)](#), shall be paid an allowance in accordance with the SUB Plan for the first week of their parental leave, a payment equivalent to ninety-three (93%) of the actual weekly rate of pay for their classification, which the employee was receiving on the last day worked, prior to the commencement of the parental leave.
- (e) Payments in respect of guaranteed annual remuneration, as define in the [Employment Standards Act](#), or in respect of deferred remuneration or severance pay benefit shat not be reduced or increased by payments received under the SUB Plan.

- (f) Coverage under the group insurance plan shall continue unless the employee elects in writing not to participate in the plan.
- (g) An employee on parental leave shall continue to accumulate vacation and sick leave credits during the period of such leave.
- (h) An employee returning from parental leave shall be assigned to the position held immediately prior to the commencement of such leave provided that the position continues to exist and paid at the step in the salary range that would have been attained had the leave not been granted. If the position no longer exists, the employee shall exercise their rights under [Article 8](#).
- (i) The period of the parental leave shall not count towards any probationary period.

21.06 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 Employer for a period of up to one (1) continuous year with the approval of the Chief Executive Officer or Designate. 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.

21.07 Citizenship Leave

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

21.08 Self-Funded Leave Plan

- (a) An employee may apply to participate in the Self-Funded Leave Plan as permitted under the [Income Tax Act \(Canada\)](#) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years. The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- (b) During the leave, the employee's insured benefits will be continued where the employee continues to pay for their portion. At the end of the leave, an employee shall return to the position held immediately prior to going on

leave and shall be paid at the step in the salary range that the employee had attained when the leave commenced. If the position no longer exists, the provisions of [Article 8](#) shall apply. It is understood, however, that the notice period begins when the position is declared surplus by the Employer, not when the employee returns from leave.

ARTICLE 22 – PAYMENT OF WAGES

22.01 Wages one (1) week in arrears shall be paid on a bi-weekly basis every second Wednesday. Where the regular payday falls on a designated holiday, the employee shall be paid on the day preceding the holiday. An employee will be provided with access to an itemized statement of wages and deductions there from, in electronic format.

22.02 Employees will, upon giving at least fifteen (15) working days notice in writing, receive on the last office day preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation.

22.03 Pay During Temporary Assignments

- (a) When an employee is required to perform the duties of any higher position for a period in excess of one and one-half (1 ½) hours in one (1) day, the corresponding rate of pay would be the lower of:
 - (i) the step in the alternate pay band three percent (3%) or higher than the employee's current rate of pay; or
 - (ii) the maximum rate of the alternate pay band and 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.
- (c) Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, the employee shall retain all rights and obligations under the Collective Agreement.

22.04 Reclassification

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

salary maximum of the former classification, salary protection will end.

ARTICLE 23 – SHIFT BONUS

- 23.01 Employee's whose regular shift includes time worked between the hours of five (5:00) p.m. and seven (7:00) a.m. shall receive a shift premium of seventy-five (75) cents per hour for the hours worked during that time. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.
- 23.02 Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of eighty-five (85) cents per hour in addition to the employee's regular pay for such work, and in addition to shift bonus if applicable.

ARTICLE 24 – CHANGES IN REGULATIONS

- 24.01 The Employer agrees to provide to the Union Stewards a copy of new or amended policies related to any matter covered by this Agreement.

ARTICLE 25 – EMPLOYEE BENEFITS

- 25.01 The Employer is responsible for the payment of premiums and the terms as set by the Collective Agreement. The documents issued by the insurance provider shall be the governing documents to the negotiated plan.
- 25.02 The Employer may change insurance carriers of any plan, provided there is no reduction in the benefits and provided the Employer 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, meet with the Union Representatives to discuss and explain the changed proposal.
- 25.03 Articles 25.05 to 25.08 will only apply to permanent full time employees. For the purposes of "family benefit" coverage, common-law spouse and partner of the same sex are deemed to be included.
- 25.04 Employees who continue to work past age sixty five (65) will continue to be enrolled in all plans as described by [Article 19](#) and Article 25, except for Long Term Disability as prescribed by the insurance carrier.
- 25.05 Life Insurance
- (a) Basic Life Insurance
- The Employer agrees to pay one hundred percent (100%) of the monthly premium cost of Group Life Insurance for an amount one and one half (1 ½) of the employee's annual salary.

(b) Dependent Life Insurance

Employees, with family coverage, may purchase life insurance for dependents in the amount of five thousand (\$5,000) on the employee's spouse and one thousand dollars (\$1,000) on each eligible child. The employee shall pay the full premium for this coverage by payroll deductions.

(c) Employee Optional Life Insurance

Employees, at their option, may apply to purchase employee optional life insurance in multiples of ten thousand dollars (\$10,000) up to a maximum of five hundred thousand dollars (\$500,000). The employee shall pay the full premium for this coverage through payroll deductions

(d) Spousal Optional Life Insurance

Employees, at their option, may apply to purchase spousal optional life insurance in multiples of ten thousand dollars (\$10,000) up to a maximum of five hundred thousand dollars (\$500,000). The employee shall pay the full premium for this coverage through payroll deductions.

25.06 Health, Vision and Hospital

- (a) The Employer agrees to pay one hundred percent (100%) of the monthly premium cost of a Health, Vision and Hospital Plan for all permanent full-time employees, except in those cases where employees have opted out of the plan. The Health Insurance Benefit will be subject to a deductible of ten dollars (\$10.00) per insured person to a maximum of twenty dollars (\$20.00) per family, covered in a calendar year. A drug card will be issued to employees for the deferred reimbursement (three (3) days) of approved prescription costs as approved by the carrier.
- (b) The vision care coverage, which is included in the health care plan will be four hundred dollars (\$400.00) effective January 1, 2017 per each consecutive twenty-four (24) month period with no deductible.
- (c) The coverage will provide for the purchase of hearing aids and repairs, up to a maximum of five hundred dollars (\$500.00) for each consecutive thirty-six (36) month period.
- (d) Acupuncture, Chiropractic, Massage Therapy, Naturopath, Osteopath, Physiotherapy, Podiatrist, Psychologist/Social Worker, Speech therapy coverage for a total of one thousand five hundred dollars (\$1,500.00) per

year.

25.07 Long Term Disability Plan (LTD)

- (a) The Employer agrees to pay one hundred per cent (100%) of the monthly premium cost for a Long Term Disability Plan. It shall be a condition of employment that all employees be enrolled in a Long Term Disability Plan. Employee benefits as provided in Article 25 shall be maintained at no cost to the employee, when the employee is in receipt of LTD benefits.
- (b) Long Term Disability Benefits commence after a qualifying period of one hundred and eighty (180) days of disability from the date the employee becomes totally disabled. The employee may use outstanding sick leave credits during the qualifying period. It is understood that employees may exhaust their sick leave bank prior to collecting LTD benefits.
- (c) An employee who has been in receipt of Long Term Disability Benefits and who is certified to return to duty shall be reinstated to the first available vacancy in the employee's own classification. If a vacancy is not immediately available, the employee will be placed on unpaid leave of absence for a period not exceeding thirty (30) days. If not assigned to a position by the end of the unpaid leave, the employee shall be laid off in accordance with the provisions of Article 8 except that the employee will not be given paid notice. In assigning an employee under this Article, the provisions of Article 9 shall not apply.

25.08 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premium cost for a Dental Plan for all permanent full-time employees, except in those cases where employees have opted out of the Plan. There is a nine (9) month recall provision for dental check-ups for adults only (dependents excluded). The Dental Plan includes the following and is more specifically described in the Employee's Benefit Booklet:

- (i) Preventive Coverage – One hundred percent (100%) of preventive covered cost, there is no deductible and maximum paid is unlimited.
- (ii) Maintenance Coverage – One hundred percent (100%) of maintenance covered cost, there is no deductible and maximum paid is unlimited.
- (iii) Major Restorative Coverage – Fifty percent (50%) of major restorative covered costs, there is no deductible. The maximum is one thousand five hundred dollars (\$1,500.00) per insured person in a calendar year.
- (iv) Orthodontic Coverage – Procedures for correction of crooked or misaligned teeth in dependent children. The lifetime maximum paid is two thousand five hundred dollars (\$2,500.00).

25.09 Benefits – Permanent Part-Time Employees

- (a) This Article applies only to permanent part-time employees, who are scheduled to work on a regular on-going basis.
- (b) Permanent part-time employees will receive six per cent (6%) in addition to their hourly wage in lieu of benefits as described in Article 25.

25.10 Leave of Absence Without Pay

During leave-of-absence without pay, employees may continue participating in Basic Life, Health, Vision and Hospital coverage, Long Term Disability coverage and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the Employer.

25.11 Leave of Absence – Workplace Safety & Insurance Board

Employees collecting Workplace Safety & Insurance Benefits shall have the premium costs continued to be paid by the Employer as provided for under the [Workplace Safety & Insurance Act](#). Employees no longer eligible for benefits under the Act may elect to continue participating in the benefit plan as per Article 25.10.

25.12 Pensions

All Employees shall be enrolled in the Ontario Municipal Employee's Retirement System (OMERS) and the Canada Pension Plan (CPP) as established. Employees shall give at least three (3) months advance notice to the Employer, in writing of their planned date of retirement.

ARTICLE 26 – NO STRIKES OR LOCK-OUTS

26.01 There shall be no strike or lock-out during the currency of this Agreement. The word "strike" and "lock-out" shall be as defined by the [Ontario Labour Relations Act](#).

ARTICLE 27 – MILEAGE RATES

27.01 The Employer agrees to reimburse all employees, who are required to use their private automobile on business of the Employer, at a rate of fifty-three (\$0.53) per km.

27.02 The Employer will pay one hundred and twenty-five dollars (\$125.00) per year, lump sum at the end of the year or on a pro rata basis per month, to employees designated by the Employer to carry heavy, dirty or bulky equipment in their personal automobiles while engaged in the Employer's business.

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

ARTICLE 28 – LEAVE OF ABSENCE FOR UNION BUSINESS

28.01 Union Conventions

- (a) The Employer agrees to continue the wages of the employee who is absent on leave under this Article and the Union agrees to reimburse the Employer for the cost of wages and benefits for the leave.
- (b) Leave with pay, and without loss of seniority may be granted upon request from the Union to the Employer, to employees who are duly elected or appointed delegates to attend the annual conventions of the Canadian Union of Public Employees, the Ontario Division of the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress and the Ontario Municipal Employees Coordinating Committee (OMECC) Conference. Such time shall not exceed a total of twenty (20) person days in any one (1) calendar year. The Union will give at least ten (10) working days' written notice of such request to the Employer.

28.02 Internal Business Affairs

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

ARTICLE 29 – JOINT UNION/MANAGEMENT COMMITTEE

29.01 Policy

The Employer recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and co-operative relationship. A Union/ 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.

29.02 Scope

The Committee will meet at least four (4) times per year to discuss areas of mutual concern including such items as work methods, operating efficiencies, morale, and shall seek to promote understanding and agreement between the parties. However, it will not perform any of those functions that are exclusively the functions of the Employer and/or the Union. It is understood that the Committee shall serve 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.

29.03 Membership

- (a) The Committee shall be composed of not more than four (4) representatives from each of the parties. Three (3) members from each side shall be named for a period of twelve (12) months or until replaced, and one (1) additional member from either party may be appointed by the respective sides depending upon matters on the agenda. Management's committee shall include the Chief Executive Officer. 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 Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate at such meetings provided the provisions of Article 29.03(a) are adhered to.

29.04 Agenda

An agenda will be drawn up and distributed to all Committee members no later than one (1) week prior to the meeting.

29.05 Chairperson

The Union and Chief Executive Officer or Designate will select a representative from its group who will act as chairperson on an alternating basis. The chairperson will be responsible for conducting the meeting in an orderly fashion. Minutes will be recorded and distributed to all Committee members.

ARTICLE 30 – UNION STEWARDS

30.01 In the administration of [Article 11](#) of the Collective Agreement, it is recognized that the Union will have at least two (2) Union Stewards chosen from the employees of the Employer.

- 30.02 One (1) Union Steward may assist any employee whom the Union Steward represents in presenting the employee's grievance in accordance with the grievance procedure.
- 30.03 The recognized Union Steward will be involved in the grievance procedure at the complaint stage and steps 1, 2 and 3.
- 30.04 Before leaving employment temporarily in order to carry on discussions with respect to a grievance or complaint which may otherwise lead to a grievance, the recognized Union Steward must obtain the permission of the appropriate Supervisor/Manager, Chief Executive Officer or Designate. Where the appropriate permission has been granted, the Union Steward shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably withheld. The Employer reserved the right to limit such time if it deems the time so taken is excessive.
- 30.05 The recognized Union Steward shall suffer no loss of pay for involvement in the grievance procedure up to and including Arbitration.
- 30.06 The Union agrees to provide the Employer with a list of authorized Union Stewards in January of each year, and inform the Employer of any changes thereto, as soon as possible. The Union shall notify the Employer in writing of the name of each Union Steward and the location(s) they represent before the Employer shall be required to recognize them.

ARTICLE 31 – GENERAL CONDITIONS

31.01 Accommodation at Work

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

31.02 Bulletin Board

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

31.03 Tools and Clothing

- (a) The Employer will supply maintenance employees work tools and clothing as required. At the request of the employee, the Employer shall issue, without charge to employees who perform maintenance and who have completed their probationary period the following:

- (i) ESA approved safety boots/shoes (minimum of Grade 1-Green Triangle) One pair to a maximum of two hundred dollars (\$200.00) before applicable taxes annually or as may be required.
 - (ii) Clothing pre-approved from the Employer's selected vendor of record, quantity unlimited to a maximum of three hundred and fifty dollars (\$350.00) allowance before logo and applicable taxes, annually.
 - (iii) Coat/Winter Parka one (1) every two (2) years up to two hundred dollars (\$200.00).
- (b) Employees who are required as part of their job function to regularly provide on-site community or social services can request annually one (1) pre approved article of clothing from the Employer's selected vendor up to a maximum of fifty (\$50.00) dollars before applicable taxes. Approval for such request is at the sole discretion of the employee's appropriate Director or Designate.

31.04 Safety

- (a) The Employer will continue to make adequate provisions for the occupational health and safety of employees. The Employer and the Union undertake to consult with a view to adopting and carrying out adequate procedures and techniques intended to prevent or reduce the risk of employment related injuries.
- (b) The Hepatitis A and B vaccinations (Twinrix Vaccination) will be available on a voluntary basis to all employees. The Employer will be responsible for the costs of the vaccines upon medical proof the vaccine.

31.05 No Pyramiding

There shall be no pyramiding of overtime on premium pay under the terms of this Agreement and under no circumstances will more than one basis of calculating overtime or premium pay be used for the same or similar hours.

31.06 Clean-Up Time

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

31.07 Rest Periods

All employees shall be entitled to two (2) fifteen (15) minute rest periods in a normal workday as defined under [Article 13](#), to be taken one (1) in the first half

and one (1) in the second half of each shift. Rest periods shall not be used to shorten the workday or to accumulate compensatory time.

31.08 Disabled Employees

- (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](#) 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 Employer 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 Employer).

31.09 Change of Address

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

31.10 Disciplinary Records

Any disciplinary record shall be removed from an employee's file after two (2) years from the date of the offence, provided that there have been no similar warnings in that period, in which event, the time for the application of this section shall be counted from the date of the succeeding warning. It is understood that disciplinary records include any written records of verbal warnings, written warnings and letters of suspension.

31.11 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 Chief Executive Officer or Designate. Upon request, an employee will receive a copy of the record of any disciplinary action in the personnel file.

31.12 Adverse Weather Conditions

- (a) 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.

- (b) 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 the employee be required to make up, in any way, for time lost due to not reporting to work.

31.13 Legal Indemnification Policy

Bargaining unit employees are included in the Employer's Legal Indemnification Policy.

31.14 Training Courses

- (a) Every employee may request approval for training courses at any time. Such requests shall be made to the employee's immediate Supervisor/Manager. Should the request be denied, the employee may refer their request to the appropriate Director. The Employer shall, where budget funds permit, reimburse the employee the full cost of tuition upon successful completion of the course.
- (b) Where budget funds permit and where the Employer is aware of courses, the Employer commits to advising employees of available courses by ensuring that such information is available by email and posted on the bulletin boards at the main office and site offices.

ARTICLE 32 – COMPUTER WORKSTATIONS AND TECHNOLOGICAL CHANGES

32.01 The Employer, during the course of this Agreement, will endeavor to equip computer workstations at all locations with desks, tables or stands for the computer to permit it to be at a height appropriate to the circumstances of its use and the seating available for the employee. The chair provided shall have a seat which is adjustable in height, and a foot rest where necessary to accommodate a particular employee.

32.02 When the Employer is considering introducing significant technological changes or reorganizations such that either the employment status or pay classification of employee covered by this Collective Agreement will be affected, the Employer agrees to notify the Union as far in advance as possible providing known details of the change and the foreseeable effects and repercussions on employees. Thereafter the Employer agrees to notify affected employees. Such information will be updated as new developments arise or modification to plan are made.

32.03 Where, as the result of such change, new or greater skills are required than

previously required, the Parties recognize the mutual responsibility both of affected employees and the Employer to ensure that skills upgrading is undertaken. To the extent practical in consideration of operating efficiencies, and giving special consideration to the senior affected employees, the Employer will provide employees with opportunities during working hours to develop such skills within a reasonable timeframe. The Employer will make reasonable efforts to develop a skills upgrading plan which may include external courses of instruction.

ARTICLE 33 – CONTRACTING OUT BARGAINING UNIT WORK

- 33.01 (a) The Employer agrees that it will not put out for tender or contract or employ any person or persons or group of persons for any job now filled by any employee falling within the scope of this Agreement, so as to have the effect of depriving employees covered by this Agreement of their employment.
- (b) Persons who are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, so as to have the effect of depriving employees covered by this Agreement of employment, except as mutually agreed upon by the parties.
- (c) Where qualified employees are readily available, any work normally and regularly performed by bargaining unit employees, which may necessitate overtime will not be contracted out.
- (d) For call out circumstances, the Employer acknowledges the benefit to both parties of the utilization of bargaining unit employees for call outs and commits to work to continue their utilization as the primarily deployed after hours resource.
- 33.02 Notwithstanding Article 33.01, the Employer retains the right to ensure the continuation of the delivery of its services, manage the facilities and control costs, therefore whenever bargaining unit employees are unable to perform those services, those services may be performed by persons who are not in the bargaining unit. The Employer also retains the right to determine the appropriate resource to deploy based on the information available at the time of deployment.

ARTICLE 34 – TERM OF AGREEMENT

34.01 This Agreement is effective from January 01, 2020 until December 31, 2023.

IN WITNESS WHEREOF these present have been executed by the authorized representatives of the parties at London, Ontario this ____ day of _____, 2018.

34.02 It is understood that all Appendices and Letters of Understanding are incorporated in and form part of the Collective Agreement and are subject to the grievance and arbitration procedure.

For the London & Middlesex
Community Housing

For Canadian Union of Public Employee
and its Local 101.3

APPENDIX A – MEMORANDUM OF UNDERSTANDING for RESIDENT CONTACTS, BUILDING CONTACTS, FAMILY SITE CONTACTS

As per Article 1.01(g) of the Collective Agreement, it is agreed that the following terms and conditions shall apply to Resident Contacts, Building Contacts, and Family Site Contacts:

Purpose:

Resident Contacts, Building Contacts, and Family Site Contacts will report to the Tenant Administration Manager for direct supervision. Will be required to live on-site and their duties will be as outlined below:

Qualifications of Resident Contacts, Building Contacts and Family Site Contacts:

Responsible, trustworthy and considerate individual who has the ability to communicate with tenants and staff, and to respond to oral and written instructions.

Must provide a completed Police Records Check and Vulnerable Position Screening from their local police service for the Employer's approval. The cost of the Police Records Check is reimbursed upon confirmation of employment.

Duties of Resident Contact:

- Deliver items to housing units as required
- Other duties as assigned
- Assist with lock-outs
- Monitor fire alarm systems and assist in cases of fire alarms
- Report disturbances
- Maintain general security, ensure doors are properly secured
- Assist all EMS
- Assist staff as a witness
- Lock off elevators for tenants moving in and out.

Resident Contacts will receive rent free accommodation which will be valued in accordance with Income Tax regulations and which will include free heat, hydro, water and a twenty-five (\$25.00) credit plus HST toward telephone costs.

Where a Resident Contact is required to perform any work other than those duties listed above, the Employer will pay the Resident Contacts for such work at the rate of fourteen (\$14.00) per hour or the legislated minimum wage, whichever is higher, on the following basis:

- (a) Less than 15 minutes – 25% hour
- (b) 16 to 30 minutes – 50% hour
- (c) 31 to 45 minutes – 75% hour

(d) 46 minutes to 1hour – 1hour

The hourly rate will increase by 1.75% on January 1, 2017. 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 Resident Contact, Building Contact or Family Site Contact has worked three (3) hours or less during the previous month.

Duties of a Building Contact:

- Lock off elevators for tenants moving in and out
- Report vandalism or social problems, if observed, to Manager
- Assist tenants, trades people, police, fire department, in an emergency situation such as fire or flood, if requested
- Assist in giving contractors access to the buildings or service rooms
- Deliver notices
- Report on unit state
- Assist staff as a witness

Building Contacts will pay rent geared to income for their apartment and will receive the same hourly wage as a Resident Contact plus 4% vacation and 4% in lieu of benefits.

Duties of a Family Site Contact:

- Deliver items to housing units as required
- Other duties as assigned

Family Site Contacts will pay rent geared to income for their unit and will receive the same hourly wage as a Resident Contact plus four percent (4%) vacation and four percent (4%) in lieu of benefits.

Work done by a Resident Contact, Building Contact and Family Site Contact will not result in a permanent full-time or permanent part-time bargaining unit employee being laid off. It is understood that Resident Contacts, Building Contacts and Family Site Contacts are covered per current provisions of the [Workplace Safety & Insurance Act](#).

For the London & Middlesex
Community Housing

For Canadian Union of Public Employee
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APPENDIX B – MEMORANDUM OF UNDERSTANDING for FRENCH LANGUAGE SERVICES ACT

As a result of the [*French Language Services Act*](#) and the [*Housing Services Act, 2011*](#) which obliges the provision of services in the French language, the parties agree that it is the exclusive function of the Employer to designate bilingual positions as required to meet operational needs of the Employer.

In considering the designation of bilingual positions, the Employer will endeavor to ensure that the continuing opportunity for advancement of all employees is maintained.

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APPENDIX C – MEMORANDUM OF UNDERSTANDING for VOLUNTARY DEPARTURE

An employee who is actively at work may identify in writing to the Employer their desire to accept long-term lay-off under [Article 8](#) of the Collective Agreement. Where lay-off within a specific classification is required, prior to providing notice under [Article 8.04](#), the Employer will review such requests. The Employer shall consider requests from employees in that classification on the basis of greatest seniority. Approval shall not be unreasonably withheld. Prior to accepting such requests, the Employer shall advise the employee concerned that a voluntary lay-off opportunity is available.

On mutual agreement, between the employee concerned, the Employer and the Union, the required notice period may be waived. An employee, who accepts such lay-off, will not have access to displacement or recall rights under [Article 8](#).

Upon being advised that a voluntary lay-off opportunity is available, the employee retains the right to withdraw in writing their desire to accept voluntary lay-off.

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APPENDIX D – MEMORANDUM OF UNDERSTANDING for EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to provide an Employee Assistance Program for all its employees.

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APPENDIX E – MEMORANDUM OF UNDERSTANDING for JOB EVALUATION PROCEDURES THE JOINT JOB EVALUATION COMMITTEE (JJEC)

Joint Job Evaluation Committee (JJEC)

1. The JJEC shall have equal representation and participation from the parties, consisting of three (3) representatives plus one (1) alternate from the Employer and three (3) representatives plus (1) alternate from the Union.
2. The Employer and the Union shall each designate one (1) of its representatives to act as Co-chairperson. The Co-chairpersons are responsible for:
 - (a) The chairing of Committee meetings;
 - (b) The scheduling of regular Committee meetings which includes notification of appropriate supervisors for Committee members' attendance;
 - (c) Establishing the priority of matters to be acted upon by the Committee.
3. Each party may appoint alternate representatives from the existing employees of the Employer to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
4. The Employer will provide administrative support services to the Committee. The person performing these functions will be a member of the Committee. These services shall be under the direction of the Co-chairs and shall include:
 - (a) The distribution of all Committee correspondence to the Committee Co-chairpersons;
 - (b) The preparation and distribution of meeting agendas prior to the meeting;
 - (c) The preparation and distribution of minutes;
 - (d) The preparation and distribution of Committee documents.
5. Union Committee members may be replaced in their regular jobs for such time as they are working on the JJEC.
6. Routine business decisions of the Committee shall be made by simple majority. Job rating decisions shall require consensus decision of the full Committee and shall be final and binding on the parties, subject to appeal process.
7. The Committee shall meet as necessary at a mutually agreed upon time and place. Either party may call a meeting by giving notice and this meeting shall take place within seven (7) working days of the notice to the other party's Co-chairperson.

8. Either party to the agreement may engage advisors to assist its representatives on the JJEC. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

Job Evaluation Procedure for Changed Jobs

Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/ Union feels that the duties and responsibilities of a job have been changed the following procedures shall be followed:

1. A Job Evaluation Questionnaire shall be completed by the incumbent(s). The completed questionnaire shall be reviewed by the immediate Supervisor/Manager with the incumbent(s). The job questionnaire shall be mutually agreed upon and signed by both parties. If the parties do not mutually agree, it is so noted and both opinions shall be submitted to the JJEC for evaluation.
2. The completed questionnaire shall be submitted to the JJEC.
3. The questionnaire shall detail any changes to the job resulting from new or changed circumstances in the job.
4. Where further information is required, interviews shall be held with the incumbent(s) and/or the Employer.
5. When the Committee has completed rating the job; it will provide the Employer and the incumbent(s) with a copy of the results.
6. A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
7. The Employer will provide any adjustments retroactive to the date the job was created or the date of submission for reevaluation of a changed job.

Job Evaluation Procedure for New Jobs

Whenever the Employer establishes a new job, the following procedures shall apply:

1. The Employer shall complete a position questionnaire.
2. The Employer shall establish a temporary pay level for the job, based on the Employer completed job questionnaire.
3. The job shall be posted and any person appointed to the job shall be paid at the temporary rate of pay.

4. Six (6) months or one hundred twenty (120) working days after appointment to the job, the incumbent(s) shall complete a Job Evaluation Questionnaire. The completed questionnaire shall be reviewed by the Employer with the incumbent(s). The job questionnaire shall be mutually agreed upon and signed by both parties. If the parties do not mutually agree, it is so noted and both opinions shall be submitted to the JJEC for evaluation.
5. The questionnaire shall be submitted to the JJEC for evaluation.
6. If the pay level increases as a result of the six (6) month or one hundred twenty (120) working day review, such increase shall be paid to each incumbent effective the date the employee was appointed to the job. In the event that the pay grid of the job decreases as the result of this six (6) month or one hundred twenty (120) working day re-examination of the job, the incumbent shall be red-circled until the appropriate level on the wage scale is achieved.

Settlement of Disagreements

In the event the JJEC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation process, [Article 11](#) shall apply.

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**APPENDIX F – MEMORANDUM OF UNDERSTANDING for SURVEILLANCE
CAMERAS**

The Union has been advised by the Employer of the use of video surveillance cameras for security purpose at various locations. It is agreed that the Employer will advise the Union of the installation, the number and the locations of all cameras should locations change or new ones be installed.

The Employer further advises the Union of the use of the Safety Lone Worker system to assist with the Employer’s workplace obligations under relevant legislation. It is agreed and understood by both parties that use of this system by identified employees is mandatory.

It is not the Employer's practice to use surveillance or Safety Lone Worker to monitor day to day performance of employees. Reasonable justification to suspect wrong doing, independent of normal video surveillance or safety line/lone worker, must exist before video surveillance or safety line/lone worker is used to investigate employees. Such authorization shall be in writing from the Chief Executive Officer or Designate.

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APPENDIX G – MEMORANDUM OF UNDERSTANDING for CALL-OUT AND REPORTING ALLOWANCE

The Employer and Union agree to meet and discuss on a regular basis (at least quarterly) to discuss ways which bargaining unit employees can be further utilized for call-outs to ensure that On Call Staff are the primary deployed resource having regard to [Article 33](#).

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**APPENDIX H – MEMORANDUM OF UNDERSTANDING for LEAD HAND JOB
EVALUATION**

The Employer agrees to recognize the paid premium throughout the term of the Collective Agreement. As agreed by both parties, the JJEC will not be required to evaluate these duties throughout the term of the Collective Agreement.

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**APPENDIX I – MEMORANDUM OF UNDERSTANDING for WORKPLACE
REHABILITATION PROGRAM**

WHEREAS an employee returns to work or requires rehabilitative work following an injury illness or disability, the Union and the Employer will work jointly to ensure a safe return to work process for the employee.

NOW THEREFORE the parties agree as follows:

1. The Employer will provide, wherever practical, temporary rehabilitative work assignments to employees who have been injured on the job or suffering from non-occupational injury, illness or disability.
2. The Employer and the Union agree to a workplace rehabilitation program in which the main purpose is to assist an employee in the return of that employee to their most appropriate accommodation, regular duties/position or other duties/position.
3. The program will include a joint committee with participation by the employee, the employee’s Supervisor/Manager, the Director of Corporate Services or Designate and a Union representative. It is understood that participation in the program does not provide access to confidential medical information about the employee.

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APPENDIX J – SICK LEAVE EI PREMIUM REDUCTION PROGRAM

WHEREAS the Employment Insurance Regulations (enacted by the Employment Insurance Act) requires cumulative paid sick leave plans regarding the EI Premium Reduction Program, the parties agree as follows:

1. In response to the letter dated November 21, 2013 from Service Canada, EI Premium Reduction Program, London & Middlesex Community Housing retracts the previously submitted application to this program in regards to the 2012 -2014 calendar years.
2. Continued interest/participation in the EI Premium Reduction Program will not be pursued at his time.
3. Due to the withdrawal of the application to the EI Premium Reduction Program, there will be no submission forwarded to Service Canada in regards to any additions and/or amendments to the current Collective Agreement in order to meet program requirements.

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