

COLLECTIVE AGREEMENT

- BETWEEN -

LONDON & MIDDLESEX COMMUNITY HOUSING INC.



- AND -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 101.3**



TERM: JANUARY 1, 2024 – DECEMBER 31, 2027

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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 eighteen (18) months.
- (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 Union.

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 shall not result in the direct layoff or reduced hours of any employee covered by this Agreement, nor shall 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 shall be evaluated by the Joint Job Evaluation Committee (JJEC). The Employer shall 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 whereas a result the Employer intends to exclude such position(s) from the bargaining unit, the Union shall be informed, in writing, and shall be supplied with the necessary job descriptions. The parties shall meet and discuss the nature of the position and whether it fits into the scope of the Bargaining Unit or otherwise.

2.03 Joint Health & Safety Committee

- (a) A Joint Health and Safety Committee shall be established with equal representation from the Employer and the Union.
- (b) The Committee shall 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 shall be recognized by the Employer. When an unsafe practice is alleged, the safety representative shall 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 provides 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 [1.01 \(f\)](#), [2.01 \(a\)](#), [2.03](#), [2.05](#), [4](#), [11](#), [12](#), [13](#), [14](#), [15](#), [18](#), [20.05](#), [22.01](#), [24.12](#), [25](#), [26.01](#), [30](#), (excluding [30.14](#)), [31.01](#), [32](#), [33](#), [Appendix D – MOU Employee Assistance Program](#), [Appendix F – MOU Surveillance Cameras](#), and [Appendix I – MOU Workplace Rehabilitation Program](#) 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 Article [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 eighteen (18) months 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 eighteen (18) months and the period is not extended, the temporary position shall 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 hire as a temporary employee. Authorized sick leave, statutory holidays or leave of absence shall not be considered a break in service.
- (f) Temporary employees shall receive four percent (4%) on each pay in addition to their hourly wage in lieu of benefits as described in [Article 24](#). Temporary employees shall receive four percent (4%) on each pay in addition to their hourly wage in lieu of vacation pay.

2.05 Correspondence to the Union arising out of this Agreement or incidental thereto (including all grievance responses) shall be sent 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.

2.07 Union Representation

The Unit Chair or where the Unit Chair is unavailable, a designate, shall be notified and shall attend meetings between an employee and Management regarding accommodations, investigations, discipline, and discharge. Where an employee returns to work or requires rehabilitative work, it shall be in accordance with [Appendix I](#). Employee(s) shall be offered Union representation for attendance management meetings.

2.08 Employee Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which is contrary to this Agreement.

2.09 Union Meetings

The Employer shall permit the use of its premises as available for the purpose of Union meetings without cost to the Union with prior written consent by the CEO or designate.

The parties agree that where use of any Employer premises by the Union conflicts with the operational use of the Employer, the premises shall be used for operational purposes.

2.10 Contact Information

In January of each year, and when requested, a list of all employees in the bargaining unit shall be provided to the Union. The list, provided electronically in a useable format, shall include each person's name, home mailing address, primary telephone number, and personal email address as provided by the employee.

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, layoff 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 shall 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, INTIMIDATION, VIOLENCE, & HARASSMENT

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 shall be no discrimination or intimidation practiced or permitted by any of their official officers, against any employee because of trade union membership or authorized and/or legal union activity.

4.03 The Employer and the Union are committed to working together in a constructive manner to help create and maintain a work environment in which all workers are treated with respect and dignity which is free from violence and harassment, including sexual harassment.

- 4.04** 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 and in terms of this Article. The Employer shall, at all times, maintain the policy with respect to Workplace Violence Prevention and Workplace Harassment Prevention in meaningful consultation with the Joint Health and Safety Committee (JHSC), and the Union, which shall be in compliance with the [Occupational Health and Safety Act](#), as amended from time to time.
- 4.05** 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 shall not be condoned and may result in loss of employment.
- 4.06** 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 shall automatically be sent forward to the next step.
- 4.07** The Employer agrees to take all necessary actions to prevent violence and harassment in the workplace, which may include training sessions for all employees and management.
- 4.08** The Employer shall investigate and deal with all complaints or incidents of workplace violence, and/or harassment when they become aware in a fair, respectful, and timely manner. Interim measures appropriate in the circumstance shall be taken while the complaint or incident is being investigated.
- 4.09** The Complainant(s) shall have Union representation during any investigation meeting. Witnesses shall be entitled to and offered Union representation to attend any investigation meeting prior to the meeting being held. If the Respondent is a bargaining unit member, they shall have Union representation during any investigation meeting, including disciplinary or discharge meeting(s). Such time shall be held during regular working hours.
- 4.10** Employees shall not be penalized, retaliated against, or disciplined for reporting an incident, or for participating in an investigation.

ARTICLE 5 – COMPULSORY 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. The Employer shall 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, including a list of names of all employees from whose Union dues and assessments were deducted, including union dues paid, earnings for such period, whether the employee is active during the period, and the consolidated total of the regular gross monthly wages paid to all employees.
- 5.02** On commencing employment, the Employer shall provide each new employee with a copy of the Collective Agreement, inform the new employee of the conditions of employment, and the Employer's policies and procedures in effect and provide an

opportunity to meet with the Unit Chair or where the Unit Chair is unavailable, a designate 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 shall 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 shall 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 shall 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 or illness arising out of and 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 or injury.
 - (iii) During the first three hundred and sixty-five (365) days of any unpaid leave of absence.
 - (iv) During any Statutory Leave.
- 7.03** Seniority for permanent employees shall 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 shall maintain a seniority list for all employees as defined under [Article 7.01](#). Seniority shall 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 shall 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 shall 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 shall lose all seniority and employment deemed terminated under the following conditions:
- (i) If the employee voluntarily quits in a formal written statement.
 - (ii) If the employee retires in a formal written statement.
 - (iii) If the employee is discharged for reasonable cause and not reinstated through the grievance procedure.
 - (iv) If the employee fails to report for duty after a layoff 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 layoff in five (5) calendar days after being recalled by the Employer by telephone and by registered mail, or by courier service addressed to the employee's postal address last known to the Employer.

7.07 Where an employee submits a formal written statement to resign or retire as per [Article 7.06](#) (i) or (ii), they shall have a right to rescind their resignation or retirement, within twenty-four (24) hours from the date of their written submission.

7.08 Seniority – Same Hire Date

Where two (2) or more employees have the same hire date the following procedure shall apply:

- (a) All affected employees shall be brought together to participate in a draw on the first day of their employment to establish sub-seniority. The draw shall be overseen by a member of Human Resources or designate, and the Unit Chair or designate. Either a Union representative or a member of Human Resources or designate shall confirm that all the names are properly submitted, and shall draw the names.
- (b) The employee whose name is drawn first shall have first sub-seniority over other employees with the same hire date, and so forth.
- (c) All employees participating in the draw shall sign a memo indicating their agreement with the process and their sub-seniority date.

ARTICLE 8 – LAYOFF

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 shall 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 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 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 shall apply:

- (a) The Employer shall 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 shall 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 [Article 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 percent (50%) 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 [Article 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 Unit Chair 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 payout for any remaining weeks of the notice period. By choosing this option the employee shall 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 layoff.
 - (b) The employee shall have seven (7) calendar days to respond to the job posting.
 - (c) A laid off employee under this provision shall 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 percent (100%) 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 shall not be hired if there is anyone on layoff who is capable and fully qualified to perform the available work.

ARTICLE 9 – EMPLOYEE CHANGES, ADDITIONS & 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 and each employee by email so that the Union and employees will know about the vacancy or new position.

Where the Employer considers not filling a vacant position, the Employer shall notify 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 [Article 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 shall post a notice of the vacancy within forty-five (45) days of the vacancy, unless the Employer notified the Union that it is not filling the vacancy in terms of [Article 9.01 \(a\)](#), for a period of seven (7) consecutive days on a web-based bulletin board and send a notice of the vacancy by email to all employees.

An employee on vacation who makes a request in writing and provides their personal email address shall receive a copy of the notice of vacancy by email to their personal email address. 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, shall receive a copy of the notice of vacancy, which shall be mailed to the last known address on record or the Employee's personal email address if provided.

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. The Employer shall notify the successful candidate in writing of the selection along with a start date. If a posted position has not been filled within three (3) months, the

Employer shall repost the position for a period of seven (7) consecutive days on a web-based bulletin board and resend a notice of the vacancy by email to all employees.

- 9.03** Filling any posted vacancy under this Article, the Employer shall 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 (municipal address), 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 shall 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, layoffs, 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](#).
- 9.11 Expression of Interest**
- (a) An Expression of Interest (EOI) form, to be updated when location grouping changes, may be submitted by an employee wishing to express their interest in transferring to another LMCH job location, or work location while remaining in their current job classification.
 - (b) EOI forms may be submitted at any time throughout the year; there does not need to be an existing vacancy. Such forms are valid for one (1) year. It is the

employee's responsibility to withdraw or update an EOI form if their preference changes. Positions shall be assigned based on seniority.

- (c) Job locations or work locations may be paired or grouped together, as determined by LMCH subject to [Article 9.05](#). The Employer shall update the EOI form when such changes occur and shall advise employees, in writing, in the relevant classifications to update their EOI on file.
- (d) When a permanent vacancy arises in a classification where the incumbents are typically assigned to one or more different job location or work locations, prior to posting a notice of vacancy under [Article 9.02](#), the Employer shall have reference to the EOI forms on file to comply with [Article 9.06](#). Only employees who already are employed in the vacant job classification and who have filed an EOI in respect of the job location or work location where the vacancy arises are entitled to be treated as "internal applicants" for the purposes of [Article 9.06](#). Employees who have checked off all of the sites within the vacant job locations/work locations may be reassigned to the vacant job locations/work locations in accordance with their EOI and cannot decline such reassignment. Under [Article 9.06](#), the employer shall have no obligation to interview or consider any other employee.
- (e) If the position is filled pursuant to [Article 9.06](#), the same process as set out in [Article 9.06](#) and [Article 9.11 \(d\)](#) above shall be applied in respect of the job location or work location vacated by the employee filling the initial vacancy. If two (2) employees are moved to a new job location or work location in this way, the employer shall post the notice of vacancy under [Article 9.02](#) with the job location or work location which now needs to be filled after the two (2) moves and in this case, it may fill the vacancy without further regard for [Article 9.06](#).
- (f) The employer shall also comply with [Article 9.03](#) of the Collective Agreement:
 - (i) when choosing between two (2) or more "internal applicants" under [Article 9.06](#); and/or
 - (ii) when choosing between one (1) or more applicants to a position posted under [Article 9.02](#) and one (1) or more internal applicants under [Article 9.06](#).
- (g) Nothing herein is intended to detract from the parties' rights under [Article 9.05](#), including the employer's right to change job location in the future due to "operational requirements" or its obligation to identify on notices of vacancy the "present work location".

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 shall be considered by the Employer and requests shall 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, & 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 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 shall not be unreasonably withheld.

11.02 Grievance Process

- (a) **Complaint Stage** - Before any individual or group 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. A copy of the decision shall be forwarded to the employee(s), and the Union representative. The employees shall have union representation at all stages/steps of the process.

- (b) **Step 1** - If the complaint or difference is not settled within the ten (10) working days of the date of discussion or no decision is received, the employee(s) may file a grievance with the Union and submit such to the Chief Executive Officer or Designate.

The Chief Executive Officer or Designate shall meet with the Unit Chair or, where the Unit Chair is unavailable a designate, and the aggrieved employee(s) within five (5) working days of receipt of the said grievance in order to attempt to resolve the grievance. The Chief Executive Officer or designate shall advise the Union in writing of their decision in respect of the grievance within ten (10) working days of the said meeting. A copy of the written decision shall also be forwarded to the Unit Chair, and the Executive Liaison – Sub Units pursuant to [Article 2.05](#) of this Agreement.

- (c) **Step 2** - In the event that the Chief Executive Officer or Designate does not provide redress satisfactory to the Union, the Union within thirty (30) 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. Such grievances shall proceed to Step 1 of the grievance process.

The Chief Executive Officer or Designate shall meet with the authorized representative of the Union within five (5) working days of receipt of the notice to consider and discuss the grievance. 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 thirty (30) 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 who have the same complaint. Such grievances shall proceed to the Complaint Stage of the grievance process. The meeting shall be held with the appropriate Director or designate.

- 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 and Step 2, 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 2 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 shall 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 shall 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 outlined 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 shall jointly bear the expenses, if any, of the Arbitrator.
- (f) At arbitration, reasonable arrangements shall 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 – DISCIPLINE, SUSPENSION, OR DISMISSAL

- 12.01** A claim by the Union that an employee has been disciplined, suspended, or dismissed without reasonable cause shall be treated as a grievance provided a written statement of such grievance signed by the Unit Chair, and/or Union Steward is lodged with the Employer within ten (10) working days of the commencement of the discipline, suspension, or dismissal. Any such grievance shall be initiated at Step 1 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, including investigations, the Unit Chair or where the Unit Chair is unavailable, a designate, shall attend.
 - (b) Should the Unit Chair or where the Unit Chair is unavailable, a designate be unable to attend within a reasonable timeframe, the meeting shall 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 Community Safety 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 flex 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 (2) 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 shall 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 (2) weeks' written notice to the employee. The Employer shall provide the rationale for terminating a flex time agreement.

ARTICLE 14 – WAGE RATES & PREMIUMS

- 14.01** Wages of all employees within the bargaining unit shall be in accordance with [Schedule "A"](#) which forms part of the Collective Agreement.
- 14.02** Employees designated as "Lead Hand" shall be entitled to and be paid a premium of one dollar and sixty cents (\$1.60) 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.
- 14.03** 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 one dollar and thirty cents (\$1.30) per hour, effective January 1, 2024, 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.
- 14.04** Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of one dollar (\$1.00) per hour, effective January 1, 2024, in addition to the employee's regular pay for such work, and in addition to shift premium if applicable.

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 lieu time 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 lieu time shall not exceed fifteen (15) days in each calendar year. Any lieu time in excess of fifteen (15) days per year shall automatically be paid out as per [Article 15.01](#) and [15.02](#). Lieu time shall be taken at a time mutually agreed to between the employee and the employee's immediate Manager/Supervisor. Such time shall not be unreasonably denied.
- 15.06** Lieu time accumulated in a calendar year that is not taken before January 31st of the following year, shall be either:
- (i) Paid out at the overtime premium at the base rate for which it was earned on the second (2nd) pay scheduled in February, or
 - (ii) Scheduled by January 31st to be taken by March 31st of the year following in which it was accrued.
- Employees have the option to be paid for all or part of any time accumulated in their lieu 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 & 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 (1 ½) the employee's basic hourly rate.
- 16.02** An employee may opt to accumulate lieu time on a time and one-half (1 ½) basis in lieu of pay at the overtime rate in accordance with [Article 16.01](#). Lieu time shall not exceed fifteen (15) days in each calendar year. Any lieu time in excess of fifteen (15) days per year shall automatically be paid out as per [Article 15.01](#) and [15.02](#). Lieu time shall be

taken at a time mutually agreed to between the employee and the employee's immediate Manager/Supervisor. Such time shall not be unreasonably denied.

16.03 Lieu time accumulated in a calendar year that is not taken before January 31st of the following year, shall be either:

- (i) Paid out at the overtime premium at the base rate for which it was earned on the second (2nd) pay scheduled in February, or
- (ii) Scheduled by January 31st to be taken by March 31st of the year following in which it was accrued.

Employees shall have the option to be paid for all or part of any time accumulated in their lieu 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.

ARTICLE 17 – VACATIONS

- 17.01**
- (a) For the purpose of calculating vacation credits, the service year shall be computed from January 1st to December 31st.
 - (b) The provisions of this Article shall also apply to permanent part-time employees. For the purposes of calculating service years, the length of continuous service shall 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 shall 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 shall accrue on the following basis:

- (a) Effective January 1st, 2024, an employee shall earn vacation credits at the following rates:
 - (i) One and one-quarter ($1 \frac{1}{4}$) days per month during the first six (6) years continuous service;
 - (ii) One and two-thirds ($1 \frac{2}{3}$) days per month after six (6) years continuous service;
 - (iii) Two and one-twelfth ($2 \frac{1}{12}$) days per month after fifteen (15) 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 shall normally be taken in unbroken periods of at least one (1) week. One (1) days' vacation shall 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) 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 experiences a medical emergency that requires immediate medical care, or is hospitalized while on vacation, the days spent in hospital, or receiving emergency medical care, as the case may be, and any subsequent days spent recovering, on the written advice of a medical doctor, Registered Nurse Practitioner, Registered Mental Health Practitioner, or Midwife 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 shall be required to verify that the employee was hospitalized, or that they received medical care for a medical emergency during that time.

ARTICLE 18 – DESIGNATED HOLIDAYS

- 18.01** (a) In each calendar year the following shall 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 | National Day for Truth and Reconciliation |
| Easter Monday | Thanksgiving Day |
| Victoria Day | Float Day |
| Canada Day | Christmas 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 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, Registered Nurse Practitioner, Registered Mental Health Practitioner, or Midwife 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 employee who is required to work on any of the above-mentioned holidays shall 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 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 workday for the employee. Payment shall be based on the number of hours that the employee was scheduled to work on that day. It is understood and agreed that part-time employees' work week shall not be rescheduled in order to deprive the employee of the payment provided for in this clause.
- 18.04** 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, shall be granted credits for that month. Employees, who commence employment on or after the sixteenth (16th) day of a month, shall not receive such credits.

Effective July 1st, 2024, the following paragraph shall replace the above paragraph:

Sick leave credits shall accumulate to a maximum of one hundred and thirty (130) working days at a rate of one and one-quarter (1 ¼) days for each calendar month of permanent full-time employment. Employees who commence employment during the first fifteen (15) days of a month, shall be granted credits for that month. Employees who commence employment on or after the sixteenth (16th) day of a month, shall 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) Illness shall be substantiated by a certificate from a Doctor, Registered Nurse Practitioner, Registered Mental Health Practitioner, or Midwife 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 illness, 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 Doctor, Registered Nurse Practitioner, Mental Health Practitioner, or Midwife, 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 Doctor, Registered Nurse Practitioner, Mental Health Practitioner, or Midwife, giving the probable date on which the employee will be able to return to their regular position or provide functional limitations that require accommodation.
- (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 [Article 19.02 \(c\)](#), (d), (e), and (f), 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, and/or family preventative medical health, and dental care, or in cases of immediate family illness. Such permission shall not be unreasonably withheld. Requests 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. Such time shall not count towards the Attendance Management Program.

Effective July 1, 2024, the following paragraph shall replace the above paragraph:

Employees may, with the approval of the Employer, be allowed to use up to four (4) days per year of their accumulated sick leave credits in order to engage in personal, and/or family 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. Such time shall not count towards the Attendance Management Program.

- 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 shall be expressed in hours or part thereof. Credits shall 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 workday, the employee shall be paid for the time worked to the nearest half ($\frac{1}{2}$) hour. The remainder of the day shall be deducted from the employee's' sick leave credits.
- 19.07** Effective July 1st, 2024, upon completion of the probationary period, a permanent full-time employee shall be entitled to one and one-half ($1\frac{1}{2}$) personal days for the remainder of the calendar year on the following basis:
- Effective January 1st, 2025, the following paragraph shall replace the above paragraph:
- Upon completion of the probationary period, a permanent full-time employee shall be entitled to three (3) personal days per calendar year on the following basis:
- (a) Requests to use a personal day shall be made in writing stating that leave is being requested under [Article 19.07](#) and employees shall provide the Employer with a minimum of three (3) days notice, except in an emergency. Such permission shall not be unreasonably withheld.
- (b) Employees are not permitted to carry-over any personal days into the following calendar year and any unused personal days shall be added to the employees Sick Leave Credits in terms of Article [19.02](#).
- (c) Personal days shall be taken in periods of no less than one (1) hour.

ARTICLE 20 – WORKPLACE SAFETY INSURANCE

- 20.01** Where an employee is absent as a result of an injury or illness 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](#) shall 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 WSIB 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 illness 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 shall supply a medical certificate from a legally qualified medical physician, Registered Nurse Practitioner, Registered Mental Health Practitioner, or Midwife for every twenty (20) consecutive working days of absence following the injury or illness and thereafter, until the employee returns to work or until a Workplace Safety and Insurance Board claim 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, stepsister, legal guardian, and legal ward.

- (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.
 - (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) An additional two (2) days leave of absence without pay to attend the funerals of relatives listed under [Article 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) An employee may request that part of their bereavement leave be taken later to attend a delayed funeral, memorial service, internment, visitation, celebration of life, or bereavement event.
 - (d) For attendance at a funeral, memorial service, internment, visitation, celebration of life, or bereavement event that is held later, the employee may elect to use all or part of the allotted days under [Article 21.01 \(a\)](#) to attend the service without loss of wages or benefits under the Collective Agreement.

21.02 Jury & 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 shall be calculated using the weekly EI benefit that would be payable to the employee (i.e. fifty-five percent (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 of the Employer 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 they shall be 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 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 parental leave.

- (e) Payments in respect of guaranteed annual remuneration, as defined in the [Employment Standards Act](#), or in respect of deferred remuneration or severance pay benefit shall 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 they shall be 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 the 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 shall be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds shall 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 shall 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 shall be provided with access to an itemized statement of wages and deductions there from, in electronic format.

22.02 Employees shall, 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) An employee who accepts a temporary or permanent position outside of the bargaining unit shall not be covered by any terms and conditions of this Agreement while employed in such position, except the employee who accepts a temporary position outside of the bargaining unit shall retain, but not accrue seniority, while employed outside of the bargaining unit subject to the following rules:
 - (i) Retained seniority shall be calculated as of the day the employee leaves a union position for a temporary non-union position.
 - (ii) While the employee is in a temporary non-union position, retained seniority shall not be recognized for any purpose and specifically shall not be used for job posting or layoff purposes.
 - (iii) Notwithstanding any other provisions of this Agreement, no employee in a union position shall be displaced as a result of the return of any employee to the bargaining unit (with retained seniority).
 - (iv) If the employee with retained seniority is successful in a job posting and accepts the position, they shall be placed into the position as soon as possible, but no later than four (4) weeks after accepting the position.

- (v) An employee transferred out of the bargaining unit may be returned to their previous permanent position if the return occurs within eighteen (18) months of the transfer. If an employee does not return to the bargaining unit within eighteen (18) months, the employee shall lose all seniority and no longer be a bargaining unit member. Once an employee returns to the bargaining unit, they shall not be allowed to return to the same non-bargaining unit position for a period of sixty (60) working days.
- (vi) Any vacancy created by the transfer of an employee to a non-union position shall be filled as per [Article 9](#).
- (vii) While an employee is temporarily outside the bargaining unit, this Agreement ceases to apply other than the operation of the Article.

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 – CHANGES IN REGULATIONS

- 23.01** The Employer agrees to provide to the Unit Chair, Union Stewards, and Executive Liaison – Sub Unit a copy of new or amended policies related to any matter covered by this Agreement.

ARTICLE 24 – EMPLOYEE BENEFITS

- 24.01** 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.
- 24.02** 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.
- 24.03** Articles [24.05](#) to [24.08](#) shall 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.
- 24.04** Employees who continue to work past age sixty-five (65) shall continue to be enrolled in all plans as described by [Article 19](#) and [Article 24](#), except for Long-Term Disability as prescribed by the insurance carrier.

24.05 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 dollars (\$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.

24.06 Health, Vision, & 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 shall 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 shall 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 for glasses, contact lenses, and laser eye surgery, which is included in the health care plan shall be four hundred dollars (\$400.00) effective January 1, 2017 per each consecutive twenty-four (24) month period with no deductible. Eye examinations shall be one (1) every twenty-four (24) months, and one (1) every twelve (12) months for eligible dependent children.

(c) The coverage shall 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, Chiropodist, Dietitian, Psychologist, Social Worker, Psychoanalyst, Psychotherapist, Psychoeducator, Psychiatrist, Marriage and/or Family Therapist, Counsellors, Sexologist, Clinical Therapist, and Speech therapy coverage for a total of one thousand five hundred dollars (\$1,500.00) per year.

24.07 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 24](#) 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 shall 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.

24.08 Dental Plan

The Employer agrees to pay one hundred percent (100%) of the monthly premium cost for a Dental Plan at the current dental fee guide rate, 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).

24.09 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 shall receive six percent (6%) in addition to their hourly wage in lieu of benefits as described in [Article 24](#).

24.10 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 (1st) of each month of coverage through the Employer.

24.11 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 24.10](#).

24.12 Pensions

All Permanent 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. All Temporary Employees have the option to be enrolled in OMERS but shall be enrolled into CPP as established. Any Temporary Employee who elects to be enrolled into OMERS must notify the Employer in writing within four (4) weeks of receiving the information regarding enrollment.

ARTICLE 25 – NO STRIKES OR LOCK-OUTS

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

ARTICLE 26 – MILEAGE RATES

- 26.01** The Employer agrees to reimburse all employees, who are required to use their private automobile on business of the Employer, at the current Canada Revenue Agency rate per km, effective January 1st, 2024.
- 26.02** The foregoing mileage rates are inclusive; no claim shall be allowed for repair, storage, maintenance, operation, etc.

ARTICLE 27 – LEAVE OF ABSENCE FOR UNION BUSINESS

27.01 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 shall be granted upon request from the Union to the Employer, to employees who are duly elected or appointed delegates to attend Union conventions, conferences, seminars, training, facilitation, and education. Such time shall not exceed a total of twenty (20) person days in any one (1) calendar year. The Union shall give at least ten (10) working days' written notice of such request to the Employer.

27.02 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, Unit Chair, or stewards of the Union, for the purpose of conducting the internal business affairs of the Union, the Union shall reimburse the Employer for the wages paid.

ARTICLE 28 – JOINT UNION/MANAGEMENT COMMITTEE

28.01 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.

28.02 Scope

The Committee shall 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 shall 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.

28.03 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 and one (1) additional member from either party may be appointed by the respective sides depending upon matters on the agenda. The Management's Committee shall

include the Chief Executive Officer. The Union's Committee shall include the Unit Chair. Meetings shall be held within two (2) weeks of a request by either party, but normally not more frequently than once (1) 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, including one (1) hour preparation time, provided the provisions of [Article 28.03 \(a\)](#) are adhered to.

28.04 Agenda

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

28.05 Chairperson

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

ARTICLE 29 – UNIT CHAIR & UNION STEWARDS

- 29.01** In the administration of [Article 11](#) of the Collective Agreement, it is recognized that the Union shall have a Unit Chair, and four (4) Union Stewards chosen from the employees of the Employer.
- 29.02** The recognized Union Steward shall be involved in the grievance procedure at the complaint stage, and may be involved at step 1, step 2, and the arbitration procedure, where the Unit Chair is unavailable or there is a conflict of interest.
- 29.03** Before leaving employment temporarily in order to carry on discussions with respect to a grievance or complaint which may otherwise lead to a grievance, or a grievance where the Unit Chair is unavailable, or any other reason mutually agreed to by the Parties, 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 reserves the right to limit such time if it deems the time so taken is excessive.
- 29.04** The recognized Union Steward shall suffer no loss of pay for involvement in the grievance procedure up to and including Arbitration.
- 29.05** The Union agrees to provide the Employer with a list of the authorized Unit Chair, and 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 before the Employer shall be required to recognize them.

Effective 30 days following ratification (June 5th, 2024):

29.06 Terms of the Dedicated Unit Chair

- (a) The Unit Chair shall be deemed to be dedicated for three (3) working days per week in the capacity as Unit Chair and work in their regular position for two (2) days a week. The Unit Chair shall be paid at the salary rate of their regular position in accordance with [Schedule A](#) for all hours per annum inclusive of all vacation, bereavement, statutory holidays, and any other paid leave. In the event of strike or lockout, pay shall cease for the period of the strike or lockout.
- (b) The Employer may backfill for the position held by the Unit Chair on a temporary basis, while the individual is appointed as Unit Chair, and may fill any vacancy so created on the same temporary basis. If an employee elected as Unit Chair is not re-elected to the office, or for any other reason ceases to be Unit Chair, that employee shall be returned to the position full-time at the conclusion of the term of office.
- (c) The Unit Chair may apply for any posted vacancies. If the Unit Chair is the successful applicant, their salary rate and level shall reflect the new level as per [Schedule A](#) of the Collective Agreement, effective the date of appointment to the new position.
- (d) In the event of a layoff, should the position held by the Unit Chair be displaced, the Unit Chair shall be entitled to the provision in [Article 8](#).
- (e) All insured benefits, sick leave, and seniority shall continue while the employee is appointed as Unit Chair.
- (f) The Unit Chair shall continue to be deemed to be an employee of the Corporation and at work for all purposes, including WSIB. Any illness or injury shall be reported immediately to the delegated Manager, Human Resources.
- (g) The Unit Chair shall be provided with a private working space at an Employer Property.
- (h) All terms and conditions of the Collective Agreement apply.

ARTICLE 30 – GENERAL CONDITIONS

30.01 Designated Meal & Changing Space

The Employer shall provide a private space at the employee's work location for eating meals, and for the keeping, and storage of clothes.

The Employer shall provide Maintenance Employees and Community Safety Specialists with a designated space to change into their clothes at the start and end of their shift that is reasonable for this purpose and either a partitioned/curtained area of the workshop or office, or a separate designated room/space depending on what the Employer determines is feasible at each working site. This space shall not be subject to video surveillance. The Employer shall make reasonable efforts to ensure that the

designated changing space at each working site is not a washroom. Where the Employer determines that due to lack of available space elsewhere an employee washroom is the only viable option, the Employer shall ensure that hooks, shelving, or other fixtures are available for employees to use for personal items/clothing while changing and the washroom is maintained in a reasonable state of cleanliness given its purpose as a place for people to change their clothes.

30.02 Bulletin Board

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

30.03 Tools & Clothing

- (a) The Employer shall supply maintenance employees with 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 (1) pair to a maximum of two hundred and fifty dollars (\$250.00) before applicable taxes annually, effective January 1st, 2024, 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 three hundred dollars (\$300.00).
- (b) All Employees shall receive pre-approved articles of clothing from the Employer's selected vendor up to a maximum of seventy-five dollars (\$75.00) per calendar year before applicable taxes, effective January 1st, 2024.
- (c) Employees who are required as part of their job functions to regularly enter occupied Units shall be provided ESA approved safety boots/shoes (minimum of Grade 1-Green Triangle). One (1) pair to a maximum of two hundred and fifty dollars (\$250.00) before applicable taxes every two (2) years, effective January 1st, 2024, or as may be required.

30.04 Safety

- (a) The Employer shall 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) shall be available on a voluntary basis to all employees. The Employer shall be responsible for the costs

of the vaccines upon medical proof of the vaccine.

- (c) A Maintenance employees shall receive one (1) pair of prescription safety eyewear if their tasks require safety eyewear as PPE, to a maximum value of one hundred and fifty dollars (\$150.00).

30.05 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 (1) basis of calculating overtime or premium pay be used for the same or similar hours.

30.06 Clean-Up Time

Maintenance, and Community Safety Specialist employees shall have a period of ten (10) minutes clean-up time before lunch and at the end of each working day at their place of employment.

30.07 Rest Periods

All employees shall be entitled to two (2) paid 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.

30.08 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).

30.09 Change of Address

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

30.10 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.

30.11 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 shall receive a copy of the record of any disciplinary action in the personnel file.

30.12 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.

30.13 Legal Indemnification Policy

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

30.14 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 31 – COMPUTER WORKSTATIONS & TECHNOLOGICAL CHANGES

- 31.01** The Employer, during the course of this Agreement, shall 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

footrest where necessary to accommodate a particular employee.

- 31.02** 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 shall be updated as new developments arise or modification to the plan are made.
- 31.03** 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 shall provide employees with opportunities during working hours to develop such skills within a reasonable timeframe. The Employer shall make reasonable efforts to develop a skills upgrading plan which may include external courses of instruction.

ARTICLE 32 – CONTRACTING OUT BARGAINING UNIT WORK

- 32.01** (a) The Employer agrees that it shall 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 shall 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.
- 32.02** Notwithstanding [Article 32.01](#), the Employer retains the right to ensure the continuation of the delivery of its services and 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 33 – TERM OF AGREEMENT

- 33.01** 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.

33.02 This Agreement is effective from January 01, 2024 until December 31, 2027.

Signed electronically by the authorized representatives of the parties.

**For the London & Middlesex
Community Housing:**


Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris ... (2025-06-02 06:33 EDT)


Lidia Mont ... (2025-05-26 13:24 EDT)



SCHEDULE "A"

Band	Position/Title	Year	Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Band 1	Custodian	2024	3.2%	\$21.83	\$22.56	\$23.29	\$24.04	\$24.78
		2025	3%	\$22.48	\$23.24	\$23.99	\$24.76	\$25.52
		2026	3%	\$23.16	\$23.93	\$24.71	\$25.50	\$26.29
		2027	3%	\$23.85	\$24.65	\$25.45	\$26.26	\$27.08
Band 2		2024	3.2%	\$24.09	\$24.90	\$25.71	\$26.55	\$27.36
		2025	3%	\$24.81	\$25.65	\$26.48	\$27.35	\$28.18
		2026	3%	\$25.55	\$26.42	\$27.27	\$28.17	\$29.02
		2027	3%	\$26.32	\$27.21	\$28.09	\$29.02	\$29.90
Band 3	Accounts Payable Coordinator							
	Property Services Coordinator	2024	3.2%	\$26.47	\$27.38	\$28.29	\$29.18	\$30.08
	Tenant Services Assistant	2025	3%	\$27.26	\$28.20	\$29.14	\$30.06	\$30.99
	Client Services Coordinator	2026	3%	\$28.08	\$29.05	\$30.01	\$30.96	\$31.91
	Accounts Receivable Coordinator	2027	3%	\$28.93	\$29.92	\$30.91	\$31.89	\$32.87
	Inventory Control Clerk							
Band 4	Project and Facilities Coordinator							
	Corporate Services Administrator	2024	3.2%	\$26.85	\$27.78	\$28.70	\$29.57	\$30.53
	Tenant Placement Coordinator	2025	3%	\$27.66	\$28.61	\$29.56	\$30.45	\$31.44
	Tenant Program Coordinator	2026	3%	\$28.49	\$29.47	\$30.45	\$31.37	\$32.39
	Property Services Assistant	2027	3%	\$29.34	\$30.36	\$31.36	\$32.31	\$33.36
	Tenant Services Coordinator							
Band 5	Finance Assistant	2024	3.2%	\$27.24	\$28.12	\$29.08	\$30.00	\$30.94
		2025	3%	\$28.06	\$28.97	\$29.95	\$30.90	\$31.87
		2026	3%	\$28.90	\$29.83	\$30.85	\$31.83	\$32.82
		2027	3%	\$29.77	\$30.73	\$31.78	\$32.78	\$33.81
Band 6	Maintenance Repair Person	2024	3.2%	\$27.58	\$28.53	\$29.45	\$30.43	\$31.33
		2025	3%	\$28.40	\$29.39	\$30.34	\$31.35	\$32.27
		2026	3%	\$29.25	\$30.27	\$31.25	\$32.29	\$33.24
		2027	3%	\$30.13	\$31.18	\$32.18	\$33.26	\$34.24
Band 7	Procurement Officer	2024	3.2%	\$27.96	\$28.90	\$29.87	\$30.81	\$31.76
		2025	3%	\$28.80	\$29.76	\$30.76	\$31.73	\$32.72
		2026	3%	\$29.66	\$30.66	\$31.68	\$32.68	\$33.70
		2027	3%	\$30.55	\$31.58	\$32.64	\$33.66	\$34.71

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London & Middlesex Community Housing and CUPE & Its Local 101.3
Collective Agreement Expiring December 31, 2027

Band	Position/Title	Year	Increase	Step 1	Step 2	Step 3	Step 4	Step 5
Band 8	Community Relations Worker	2024	3.2%	\$31.29	\$32.39	\$33.45	\$34.50	\$35.60
	Housing Stability Case Coordinator	2025	3%	\$32.23	\$33.37	\$34.45	\$35.53	\$36.67
	Community Development Worker	2026	3%	\$33.20	\$34.37	\$35.48	\$36.60	\$37.77
	Legal Services Coordinator	2027	3%	\$34.19	\$35.40	\$36.55	\$37.70	\$38.91
	Community Safety Specialist							
Band 9		2024	3.2%	\$31.93	\$33.02	\$34.09	\$35.17	\$36.29
		2025	3%	\$32.89	\$34.01	\$35.11	\$36.23	\$37.37
		2026	3%	\$33.87	\$35.04	\$36.16	\$37.31	\$38.49
		2027	3%	\$34.89	\$36.09	\$37.25	\$38.43	\$39.65

APPENDIX A – MEMORANDUM OF UNDERSTANDING

RESIDENT CONTACTS, BUILDING CONTACTS, FAMILY SITE CONTACTS

As per [Article 1.01](#) (g), (h) and (i) of the Collective Agreement, it is agreed that the following terms and conditions shall apply to Resident Contacts, Building Contacts, and Family Site Contacts: Articles [2.01](#), [2.07](#), [2.09](#), [4](#), [5.01](#), [11](#), [12](#), [Appendix D](#) – MOU Employee Assistance Program. Payment of wages shall be once (1) per month on the second (2nd) pay of the month. In the event a Resident Contact, Building Contact, or Family Site Contact is terminated, such termination may be subject to the grievance procedure. It is understood and agreed that the Employer may terminate the employment of a Resident Contact, Building Contact, or Family Site Contact at its sole discretion provided however, such termination is not arbitrary, discriminatory or made in bad faith.

Purpose:

They shall be required to live on-site and their duties shall 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 employees, 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
- 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 employees as a witness
- Lock off elevators for tenants moving in and out.

Resident Contacts shall receive rent free accommodation which shall be valued in accordance with Income Tax regulations and which shall include free heat, hydro, water, and a twenty-five dollar (\$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 shall pay the Resident Contacts for such work at the rate of sixteen dollars and fifty-five cents (\$16.55) per hour or the legislated minimum wage, whichever is higher, on the following basis:

- (a) Less than fifteen (15) minutes – twenty-five percent (25%) per hour
- (b) Sixteen (16) to Thirty (30) minutes – fifty percent (50%) per hour
- (c) Thirty-one (31) to forty-five (45) minutes – seventy-five percent (75%) per hour
- (d) Forty-six (46) minutes to one (1) hour – one (1) hour

Union dues as per [Article 5.01](#) shall 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 shall 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 employees as a witness

Building Contacts shall pay rent geared to income for their apartment and shall receive the same hourly wage as a Resident Contact plus four percent (4%) vacation and four percent (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 shall pay rent geared to income for their unit and shall 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 shall 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:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris (2025-06-02 06:33 EDT)


Lidia Mont (2025-05-26 13:24 EDT)



APPENDIX B – MEMORANDUM OF UNDERSTANDING

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 shall endeavor to ensure that the continuing opportunity for advancement of all employees is maintained.


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris Jones (2025-06-02 06:33 EDT)


Lidia Morin (2025-05-26 13:24 EDT)



APPENDIX C – MEMORANDUM OF UNDERSTANDING

VOLUNTARY DEPARTURE

An employee who is actively at work may identify in writing to the Employer their desire to accept long-term layoff under [Article 8](#) of the Collective Agreement. Where layoff within a specific classification is required, prior to providing notice under [Article 8.04](#), the Employer shall 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 layoff 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 layoff, will not have access to displacement or recall rights under [Article 8](#).

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


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris ... (2025-06-02 06:33 EDT)


Lidia Mon ... (2025-05-26 13:24 EDT)



APPENDIX D – MEMORANDUM OF UNDERSTANDING

EMPLOYEE ASSISTANCE PROGRAM

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


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris ... (2025-06-02 06:33 EDT)


Lidia ... (2025-05-26 13:24 EDT)



APPENDIX E – MEMORANDUM OF UNDERSTANDING

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 one (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 the 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 and 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 and 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 and 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.


For the London & Middlesex Community Housing:



Dirk Volschenk (2025-05-26 12:07 EDT)





For the Canadian Union of Public Employees and Its Local 101.3:


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris New (2025-06-02 06:33 EDT)


Lidia Mon (2025-05-26 13:24 EDT)



APPENDIX F – MEMORANDUM OF UNDERSTANDING

SURVEILLANCE CAMERAS

The Union has been advised by the Employer of the use of video surveillance cameras for security purposes at various locations. It is agreed that the Employer shall advise the Unit Chair, and the Executive Liaison – Sub Unit of the installation, the number, and the locations of all cameras should locations change, or new ones be installed.

The Employer further advises the Unit Chair, and the Executive Liaison – Sub Unit 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. The Employer shall provide a list of the positions that use Safety Lone Worker thirty (30) days following Ratification, and when changes occur thereafter.

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 wrongdoing, 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.

The Employer shall provide every employee with a workspace that is not subject to video surveillance. This can be achieved by changing camera type, camera location, camera view, creating a physical barrier/cubicle, changing desk location, using service window frosting and/or other mechanism which accomplishes this.


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)



cfb...

**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris Jones (2025-06-02 06:33 EDT)


Lidia Monks (2025-05-26 13:24 EDT)



APPENDIX G – MEMORANDUM OF UNDERSTANDING

CALL-OUT AND REPORTING ALLOWANCE

The Employer and the Unit Chair agree to meet and discuss on a regular basis (at least quarterly) ways which bargaining unit employees can be further utilized for callouts to ensure that On Call employees are the primary deployed resource having regard to [Article 32](#).


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris New (2025-06-02 06:33 EDT)


Lidia Morin (2025-05-26 13:24 EDT)



APPENDIX H – MEMORANDUM OF UNDERSTANDING

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 shall not be required to evaluate these duties throughout the term of the Collective Agreement.


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris [unclear] (2025-06-02 06:33 EDT)


Lidia Mon [unclear] (2025-05-26 13:24 EDT)



APPENDIX I – MEMORANDUM OF UNDERSTANDING

WORKPLACE REHABILITATION PROGRAM

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

NOW THEREFORE the parties agree as follows:

1. The Employer shall 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 shall include a joint committee with participation by the employee, the employee's Supervisor/Manager, the Manager of Human Resources or Designate and the Unit Chair. It is understood that participation in the program does not provide access to confidential medical information about the employee.


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris (2025-06-02 06:33 EDT)


Lidia Mont (2025-05-26 13:24 EDT)



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 regard to the 2012 -2014 calendar years.
2. Continued interest/participation in the EI Premium Reduction Program shall not be pursued at this 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 regard to any additions and/or amendments to the current Collective Agreement in order to meet program requirements.


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)







**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris (2025-06-02 06:33 EDT)


Lidia Mon (2025-05-26 13:24 EDT)



APPENDIX K

BODY-WORN CAMERAS

1. The parties recognize privacy implications due to the recording of individuals through the use of Body-Worn Cameras (BWC) and the Corporation commits to mitigating these concerns wherever possible.
2. It is not LMCH's intention to use BWC records for any other purpose other than for which it was intended.
3. The use of Body-Worn Cameras shall comply with all applicable legislation.
4. LMCH shall not use BWC records to monitor performance of employees. Reasonable justification to suspect wrongdoing, in writing, independent of viewing, and beyond reasonable suspicion must exist before BWC records are viewed and/or used for the purpose of investigating an employee(s). Internal investigations shall be conducted by Human Resources, and/or the Manager, Community Safety in conjunction with the employee's direct manager. The CEO, or designate in their absence, must authorize the use of BWC records in writing for all internal investigations. The Unit Chair, or designate in their absence, and the Sub Unit Liaison shall be notified in writing forthwith of the authorization for the use of BWC records for employee investigations. The Unit Chair, or designate in their absence, and the Sub Unit Liaison shall be notified verbally regarding the identity of the employee and the rationale and relevant details for the usage, including but not limited to the reasonable justification to suspect wrongdoing.

Under certain circumstances BWC records may be released to Police (or other competent authority) due to a violation of an Act or enactment, or to assist in prosecuting municipal, provincial, or federal offences. LMCH may also provide BWC records to legal representatives in defense of legal claims, in pursuance of civil recovery, and to provide evidence before the courts.

During unrelated investigations, where an employee's behaviour is observed that is severe in nature, such as a criminal offence or a potential criminal offence, LMCH shall investigate in accordance with legislative requirements. The CEO, or designate in their absence, must authorize the use of BWC records in writing for all internal investigations. The Unit Chair, or designate in their absence, and the Sub Unit Liaison shall be notified in writing forthwith of the authorization for the use of BWC records for employee investigations. The Unit Chair, or designate in their absence, and the Sub Unit Liaison shall be notified verbally regarding the identity of the employee and the rationale and relevant details for the usage, including but not limited to the reasonable justification to suspect wrongdoing.

5. BWCs shall not record activities that are not investigative or enforcement in nature. Should an activity change from non-investigative or non-enforcement to investigative or enforcement, recording must be started immediately. Notification shall occur as soon as reasonably possible, or feasible, providing that it will not compromise the safety of the Community Safety Specialist (CSS) or another person(s) and will not result in destruction of evidence, escape, or the commission of a crime.

6. BWCs shall not record while in any office space, surveillance room, or where staff work, unless it is related to a Call for Service that is investigative or enforcement in nature within that space and shall remain on until the incident or investigation has been resolved and/or concluded.
7. A Body-Worn Camera shall remain off unless the Community Safety Specialist is engaging, or about to engage, anyone in an investigative or enforcement activity, if an infraction of the law is occurring, or the Community Safety Specialist reasonably believes that one is about to occur.
8. Provided that recorded interactions are not contrary to this Letter of Agreement, Body-Worn Cameras shall record interactions in accordance with the BWC Procedure.
9. In instances where the Employer uses BWC records for employee discipline, the Unit Chair, or designate in their absence, and the Sub Unit Liaison shall be given the opportunity during the grievance process to review and be provided with a copy of the information and BWC records obtained. BWC records are subject to the MFIPPA.
10. The BWC records shall be kept in accordance with applicable legislation and the BWC procedure.
11. The retention period of records shall be managed according to BWC procedure as well as the MFIPPA, based upon the purpose of collection. Day-to-day BWC records shall be retained for a sufficient period to afford individuals a reasonable opportunity to access the records and challenge the accuracy, absent a circumstance that triggers a longer retention period in accordance with applicable legislation. BWC records shall only be utilized for internal employee investigations for a maximum of forty-five (45) calendar days. When the retention period is up, records shall be disposed of in a secure manner in accordance with applicable legislation.
12. All employees shall be notified that the Community Safety Specialists and Manager, Community Safety shall be wearing Body-Worn Cameras and be provided with the Employer's procedure.
13. Community Safety Specialist employees shall ensure the camera status and recording indicators and lens are not obstructed from CSS view, the public's view, or the view of other LMCH employees and first responders.
14. All Community Safety Specialist employees, while in uniform, shall be equipped with a Body-Worn Camera.
 - a) All those who use, have access to, or have viewing privileges shall receive training on BWCs and applicable legislation. Each employee shall receive training in accordance with their permission level outlined within the BWC procedure, or applicable legislation.
15. BWCs shall not be used as tools to carry out general surveillance or covert surveillance.
16. It is understood that this Appendix and applicable policies also apply to the Manager, Community Safety while performing management duties in uniform and wearing a BWC. For clarity, [Article 32](#) of the Collective Agreement applies.

This Appendix shall form part of the Collective Agreement.

**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





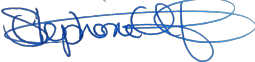
**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris Brown (2025-06-02 06:33 EDT)


Lidia Montano (2025-05-26 13:24 EDT)



APPENDIX L

COMMUNITY SAFETY SPECIALIST

1. Seniority and the probationary period shall be in accordance with the Collective Agreement [Article 7 – Seniority](#).
2. The normal work week shall be Monday to Sunday.
3. Hours of work – A shift shall normally be eight and a half (8.5), ten and a half (10.5), or twelve (12) consecutive hours per day in duration (inclusive of an unpaid meal break), eighty (80) hours bi-weekly (exclusive of unpaid meal breaks).

Changes to the shift schedule or shift times are subject to two (2) weeks' notice of shift change as per [Article 13.02](#).

4. Employees on a twelve (12) hour shift shall be given a minimum of three (3) days off within a seven (7) day period, two (2) shall be consecutive days off. Every five (5) weeks, an employee will have a minimum of four (4) days off within a (7) day period, one shall be a single day off.
5. Employees on a ten and a half (10.5) hour shift shall be given a minimum of three (3) days off within a (7) day period, three (3) shall be consecutive days off.
6. Employees on an eight and a half (8.5) hour shift shall be given a minimum of two (2) days off within a (7) day period, two (2) shall be consecutive days off.
7. Each employee shall not be scheduled for more than three (3) consecutive twelve (12) hour working days, or four (4) consecutive ten and a half (10.5), or five (5) consecutive eight and a half (8.5) hour working days.
8. Each employee shall have a rest period of fifteen (15) minutes duration during the first half of their shift, and a second rest period of fifteen (15) minutes during the second half of their shift. If the employee is working a twelve (12) hour shift, the employee shall have a third rest period of ten (10) minutes duration.
9. Each employee shall have one unpaid sixty (60) minute consecutive meal break during each twelve (12) hour shift. Each employee shall have one unpaid thirty (30) minute consecutive meal break during each eight and a half (8.5), and ten and a half (10.5) hour shifts. Employees are not required to be available for work during the employee's meal break.
10. Each employee shall have a period of ten (10) minutes before their lunch break and at the end of each working day for the purpose of washing up at their place of employment.
11. Shift Schedules shall be provided eight (8) weeks in advance and shall not be changed by the Employer without two (2) weeks' notice being given to the employee(s) concerned.
12. 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 one dollar and thirty cents

(\$1.30) 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.

13. Employee's whose regular shift includes work on Saturday or Sunday shall receive a premium of one dollar (\$1.00) per hour in addition to the employee's regular pay for such work, and in addition to shift bonus in applicable.
14. The Employer shall issue, without charge to employees, the following:
 - (i) One (1) Spike Level II NIJ certified vest, to be replaced upon Management approval;
 - (ii) Clothing pre-approved from the Employer's selected vendor of record, quantity unlimited to a maximum of four hundred dollars (\$400.00) allowance before logo and applicable taxes, annually;
 - (iii) Coat/Winter Parka - one (1) every two (2) years up to three hundred dollars (\$300.00);
 - (iv) One (1) Black LMCH Toque;
 - (v) One (1) Black LMCH Baseball cap;
 - (vi) Puncture Resistant Gloves - one (1) pair every two (2) years (or as needed);
 - (vii) One (1) pair of security boots (waterproof/bloodborne pathogen membrane, and CSA puncture resistant rated for cutting, abrasion, and electrical discharge protection) to a maximum of two hundred dollars (\$200) before applicable taxes annually or as may be required;
 - (viii) One (1) Body-Worn Camera (BWC);
 - (ix) Two (2) sets of double-locking handcuffs and two (2) water resistant cases;
 - (x) One (1) Baton and one (1) swivel Scabbard;
 - (xi) One (1) flashlight.
15. It is understood that the Community Safety Specialist may encounter exceptional circumstances, or incidents that legislatively require the employee to remain at a scene, extending their workday beyond their scheduled shift. Should this occur, the employee shall be compensated in accordance with the Collective Agreement [Article 15 – Overtime Pay](#).
16. Employees shall be entitled to overtime in accordance with [Article 15 – Overtime Pay](#).
17. The Parties agree that [Article 17 - Vacation](#) will be calculated based on hours. For clarity, vacation scheduled will be deducted according to the employee's scheduled shift.
18. The Parties agree that [Article 19 - Sick Leave](#) will be calculated based on hours.
19. The Parties agree in accordance with [Article 18](#) that designated holidays will continue to be filled as per the current practice and based on operational requirements. Employees that are not scheduled to work on a designated holiday will be paid the employee's regular rate based on the employee's scheduled shift (8.5, 10.5, or 12 hours) or, at the option of the employee, shall receive a lieu day based on the employee's shift (8.5, 10.5, or 12 hours) to be taken on a mutually agreeable day. Essentially, "a day for a day".

20. An employee scheduled to work but is not required to work the designated holiday shall be paid at the employee's regular rate based on the employee's scheduled shift (8.5, 10.5, or 12 hours). If the employee is scheduled to work on a designated holiday, they will be paid in accordance with [Article 18](#), and provided with all related benefits in accordance with the Collective Agreement.
21. Leaves including but not limited to Bereavement, and float days will be used on a day for day basis. For clarity, a "day" for these purposes shall not be deducted according to hours.
22. Employees will be required to utilize their personal vehicle during their assigned shift unless the Employer decides in the future to implement a corporate fleet that is made available to the employee in the Employer's determination. Employees shall be paid mileage in accordance with [Article 26](#) of the Collective Agreement.
23. The Parties agree that this Appendix only applies to the Community Safety Specialists. The Parties further agree that with the exception of the changes outlined and agreed to above, all other Articles and benefits under the Collective Agreement remain in full force and effect for all employees.
24. This Appendix is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or any other Department or group of employees represented by CUPE Local 101.

This Appendix shall form part of the Collective Agreement.


**For the London & Middlesex
Community Housing:**



Dirk Volschenk (2025-05-26 12:07 EDT)





**For the Canadian Union of
Public Employees and
Its Local 101.3:**


Stacey Clarke (2025-06-02 08:45 EDT)


Megan Baker (2025-05-26 18:57 EDT)


Chris [unclear] (2025-06-02 06:33 EDT)


Lidia Moniz (2025-05-26 13:24 EDT)

