



Ontario



COLLECTIVE AGREEMENT

between

ONTARIO HOUSING CORPORATION

and

The Metropolitan Toronto Housing Authority

and

**LOCAL 767
CANADIAN UNION OF PUBLIC EMPLOYEES**

Effective January 1, 1991

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ARTICLE 1-BARGAINING UNIT

- 1.01** The Employer recognizes Local 767 of the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all employees of the Metropolitan Toronto Housing Authority save and except for those employees covered by subsisting Collective Agreements and those persons who are not employees within the meaning of Clause (f) of subsection 1 of Section 1 of The Crown Employees Collective Bargaining Act.
- 1.02** Where the duties and/or title of a bargaining unit position are to be changed; or 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 or positions, and where as a result the Employer intends to exclude such position(s) from the bargaining unit the Union will be informed and shall be supplied with the necessary job descriptions. The Employer agrees to provide the Union with copies of job descriptions for all classifications within the bargaining unit.

ARTICLE 2-DISCRIMINATION OR INTIMIDATION

- 2.01** The Employer and the Union agree that no discrimination or intimidation will be practised or permitted by any of their officers official or otherwise against any employee or any Employer representative by reason of or arising out of directly or indirectly the activities of the Employer or out of trade union membership or activity, whichever is applicable, or by reason of race, creed, colour, age, sex, marital status, ancestry, place of origin, ethnic origin, citizenship, sexual orientation, family status or handicap as defined by The Ontario Human Rights Code.
- 2.02** The Employer and the Union agree that they are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity Principles. The Employer shall incorporate these ideas by assigning it

priority with respect to ongoing recruiting, training and promotion activities, where ever necessary.

ARTICLE 3-TEMPORARY EMPLOYEES

- 3.01** A Temporary employee is an employee who has been hired for a limited term of full-time employment that is not expected to exceed two years of unbroken service. excluding those persons who fall within the definition of Section I(i) of the Crown Employees Collective Bargaining Act.
- 3.02** Articles 1.01, 2, 3, 4.01, 4.03, 4.04, 8.02(b), 12.01, 12.03 13.01, 13.02 15.01, 15.02, 18.01, 18.02, 18.03, 21.01, 22.01, 22.02, 24, 26.01, to 26.06 inclusive, 26.08, 26.09, 26.13 to 26.17 inclusive are the only articles which will apply to temporary employees.
- 3.03** The Employer shall submit to the union, every six months, an up-dated "Temporary Employee Listing" which shall identify all temporary employees by name, assignments in last six (6) month period, the locations and classification of each assignment.

ARTICLE 4-COMPULSORY CHECK-OFF

- 4.01** The employer shall deduct from each pay of each employee, a sum equivalent to $\frac{1}{2}$ (one half) the monthly dues as the By-laws of the union may from time to time provide, and transfer such sums to the Secretary Treasurer of the union, not later than (10) ten working days following the date of the second deduction in any one month, together with a list of all employees from whose wages the deductions have been made. No dues will be deducted in the last two pays in any calendar year, from any full-time permanent employees.

Any change relating to the monthly union dues will be communicated to the employer in writing by a recognized official of the union at least 15 (fifteen) working days in advance of the effective date.

Should the union require **the** employer **to** amend the formula used **to** calculate dues, the union **will** provide at least **90** (ninety) days advance notice.

- 4.02 Upon completion of an employee's probationary period the Employer will deduct the initiation fee from those employees who sign an authorization for such deduction of initiation fees on a form satisfactory to the Employer.
- 4.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 4.01 and 4.02.
- 4.04 On commencing employment, the Employer will provide each new employee with a copy of the Collective Agreement and inform him of the conditions of employment and the rules and procedures in effect **as** an employee of the Housing Authority.

ARTICLE SLABOUR-MANAGEMENT NEGOTIATIONS

- 5.01 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 the commencement of negotiations. Any additions or deletions from the list of names so provided shall **be** communicated to the other party without undue delay.
- 5.02 The Employer shall grant leave of absence without loss of pay or credits to members of the Union who participate in negotiations, mediation or arbitration, provided that not more than six (6) employees at one time shall **be** permitted such leave for any one set of negotiations. Provided, however, the Union may at its discretion require up to four (4) additional members to participate in negotiations, mediation or arbitration who shall be granted leave of absence without pay and without loss of credits.
- 5.03 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 within fifteen (15) days.

- 5.04** The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next agreement up to **a** maximum of three (3) days per member. Such employees shall be paid at their regular rate of pay.
- 5.05** 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.
- 5.06** The Employer and the Union agree to share equally the cost for meeting rooms used during negotiations and the cost of printing the collective agreement.

ARTICLE 6 - SENIORITY AND PROBATIONARY PERIOD

- 6.01** (i) Seniority as referred to in this agreement shall mean length of continuous service with the Ontario Housing Corporation and **all** Housing Authorities and will accumulate upon completion of a probationary period of not less than sixty (60) working days including temporary **service**, as specified in 6.01 (ii) and excluding absence for which Workers Compensation benefits are received.
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- (ii) On appointment to a regular, full-time position in accordance with Article 8 - Staff Changes and successful completion *of* the probationary period, the period **of** full-time temporary **service** with the employer **as** defined in 6.01(iii) shall count towards seniority.
- (iii) Temporary Service will accumulate towards Seniority provided that:
- a) The temporary service immediately prior to appointment to a regular, permanent position is in the same classification;
- b) The temporary service period **just prior to**

the appointment to a regular permanent position is for a period not less than sixty (60) working days and is not broken for a period of more than 10 working days.

In such cases and on successful completion of the probationary period, the interim time not worked will be bridged and such temporary service will count towards the employee's seniority; and

c) any absences for which Workers Compensation benefits are received shall not count towards the probationary period.

6.02 Seniority as referred to in this agreement shall be the primary consideration in determining preference or priority for demotion, layoff, permanent reduction of the work force and ~~recall~~ 22
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6.03 Re-assignment between areas within a District will be for valid operational reasons and will not be based on seniority. Any such re-assignment will be subject to two weeks notice except in the case of an emergency. This provision will not apply to District Crews.

6.04 The Employer agrees not to re-assign a Union representative from their district, unless there is mutual agreement between the employer and the Union.

6.05 The Employer shall maintain a seniority list showing the seniority dates of all permanent employees and shall post a copy of this list in July of each year and provide to the Union, sufficient copies for the Union executive and stewards.

6.06 **LOSS OF SENIORITY**

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

- (a) Voluntarily terminates employment.
- (b) Is dismissed and the dismissal is not subsequently reversed through the grievance procedure.

- (c) Is absent for five (5) consecutive working days without properly notifying the employer except where extenuating circumstances can be demonstrated.

ARTICLE 7-LAYOFFS AND RECALLS

7.01 LAYOFFS

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

- (i) The Employer will identify the least senior employee within the affected position as surplus, based on seniority in effect as of that date.
- (ii) Where such an employee is identified as surplus, the employer will reassign the employee to another position within MTHA provided that:
- (a) There is a vacant position for which the surplus employee is qualified and capable of performing; or
- (b) The surplus employee has greater seniority than an individual to be displaced, in either the same or a lower classification, however, this would only apply where the employee is capable and qualified to perform the duties of the position.

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(iii) For the purpose of this clause:

No surplus employee shall displace an employee in a higher classification.

7.02 Where the employee is not re-assigned under the provision of Article 7.01, the employee shall be laid off.

7.03 When an employee is to be laid off, the employee shall be provided with notice in accordance with the Employment Standards Act. A copy of such notice will be forwarded to the President of CUPE Local 767.

7.04 RECALLS

Recall to work will **be** by registered written notice or telegram addressed to the last known address recorded **by** the employee with the Human Resources Branch.

7.05 If an employee fails to advise the Human Resources within five (5) working days of his intention to return to work, the next employee on the seniority list, providing he is capable of performing the job, will be recalled.

7.06 An employee who declines a recall notice will remain on layoff. However, an employee who has been on layoff for more than one year will lose all rights of recall and seniority.

7.07 Where an employee has been laid off in accordance with this Article, and is recalled within one year, the period of layoff shall not be included in determining the length of continuous service.

7.08 NOTICE ~~OF~~ POSTINGS

An employee who is laid off will **be** provided with job postings for all positions within the bargaining unit for a period of one (1) year.

ARTICLE 8-STAFF CHANGES

8.01 NOTICE OF VACANCIES

Where a vacancy of a permanent nature occurs in the bargaining unit, the Employer shall provide to the Union a notice setting forth the details of the job and rate applicable. These notices shall also be posted in an exclusive locked bulletin cabinet within the District(s) for a period of seven (7) working days.

Permanent Employees wishing to apply for the vacancy shall make application in writing on or before the closing date identified on the posting. All applications will be acknowledged. The procedure shall not be deemed to prevent the employer from filling the vacancy temporarily pending completion of the job posting procedure.

8.02 FILLING OF VACANCIES

(a) Lateral Transfer

- (i) When a vacancy occurs in the Bargaining Unit, and a permanent, full-time employee in the same classification as the vacancy wishes to transfer laterally to that vacancy, the employee shall request the transfer, in writing, quoting the job posting number prior to the closing date of the posting.
- (ii) A permanent, full-time employee submitting such request shall be assigned to the vacancy based on seniority. Such a transfer can only be made on one Occasion within a twelve (12) month period, except in exceptional circumstances and only upon mutual agreement of the employer and the transferred employee. The transferred employee can apply to other vacancies within the twelve (12) month period and be considered subject to the relevant provisions in Article 8 - Staff Changes.
- (iii) An employee who, during the **six (6)** month period prior to the transfer request has had a "less than satisfactory" **performance** appraisal, will be deemed ineligible for a lateral transfer posting.

(b) Position Change

When a vacancy occurs in the bargaining unit, the employer will endeavour to fill the position from among those permanent full-time employees presently within the bargaining unit as follows:

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- (i) In filling a vacancy, the Employer shall give consideration to qualifications and ability to perform the required duties. Where **qualifications** and ability are relatively equal, seniority shall be the determining factor.
- (ii) The Employer may consider any applicant

ineligible if he has successfully applied under this procedure within three (3) months immediately preceding the date of the job posting, save and except applicants seeking a promotion.

(iii) It is understood that when it is necessary to assign an employee in accordance with Article 8.02 (a), the provisions of Article 8.02 (b)(i) shall not apply for the vacancy.

8.03 NOTIFICATION OF STAFF CHANGES

(a) The employer shall notify the successful applicant in a competition of his appointment to the vacancy within twenty (20) working days of the date of the interview. All other applicants shall be notified of the name of the successful applicant within five (5) working days of the appointment.

(b) The Union will be notified of those appointments, demotions, lay-offs, recalls, resignations, retirements, deaths, promotions and/or terminations of employment when made which concern the provisions of the Collective Agreement.

(c) The Union will receive a copy of the letter of appointment in the hiring of temporary employees.

8.04 TECHNOLOGICAL CHANGE

(i) Where as the result of technological change an employee's position is significantly changed, requiring new or modified work skills, such employee shall be provided with the opportunity for retraining.

(ii) The Employer will provide a period of sixty (60) days for the retraining during which time the employee must acquire the skills required in the changed position. This training will be during normal working hours and the employee shall maintain the current rate of pay.

(iii) Any employee affected by technological change who declines retraining when the job is significantly changed or who is unable to acquire the necessary skills through retraining shall be eligible for other positions in accordance with the provisions of Article 7 - Layoffs and Recalls.

(iv) Where an employee exercises layoff rights in accordance with the provisions of Article 8.04(iii) displacing to a position with a lower rate of pay that employee's rate shall be frozen at the higher wage rate until such time as the rate of the lower position is adjusted to a level higher than the wage level at which the employee had held prior to displacing..

8.05 TRANSFER REQUESTS BETWEEN HOUSING AUTHORITIES

Employees wishing to transfer to one of the Local Housing Authorities, shall notify the manager of the Local Housing Authority to which they wish to transfer, in writing stating name, address, qualifications and position requested. Such request shall be acknowledged and retained for twelve (12) months and the employee notified of any applicable vacancies as they occur.

8.06 Temporary Assignments

The Employer shall endeavour to distribute temporary assignments relatively equally among qualified permanent employees available to perform the work required taking into consideration assigned work location and employee classification.

Rotation will occur if the assignment is greater than 30 calendar days.

ARTICLE 9-GRIEVANCE PROCEDURE

9.01 It is the intent of the Parties to resolve any complaints or differences between them arising

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from the interpretation, application, administration or alleged contravention of the Agreement, including any questions **as** to whether a matter is arbitrable.

The aggrieved employee shall submit the grievance in writing, which must be signed by both the grievor and the Authorized Union Steward. The grievance will **be** processed in the following manner:

STEP 1

The Union, through the Authorized Union Steward, **shall** submit **the** grievance in writing with the appropriate Property Manager within fifteen (15) working days after the grievor first becomes aware of the complaint or difference. The grievance must stipulate those sections of the agreement in violation and redress sought. The appropriate Property Manager shall meet with the Authorized Union Steward and aggrieved employee within five (5) working days **of** receipt of the grievance and shall provide his decision in writing within five (5) working days from the **date** of the meeting.

The employee **shall** receive a **copy** of such **decisions**.

STEP2

In the event that the Property Manager does not provide redress satisfactory to the Union, the Union may within five (5) working days of receipt of his written decision, forward a copy of the grievance together with a copy of said written decision, to the appropriate District Housing Manager who shall meet with the Authorized Union Steward and the aggrieved employee within five (5) working days of receipt of the said grievance and written decision and shall provide his decision in writing within five (5) working days from the date of the meeting.

STEP3

In the event that the District Housing Manager does not provide redress satisfactory to the Union, the Union may within five (5) working days of receipt of

this written decision, forward copies of the grievance and the written decisions provided for in Step 1 and Step 2 to the General Manager, Metropolitan Toronto Housing Authority or designate who shall meet with the authorized representatives of the Union and the aggrieved employee within ten (10) working days of receipt of the said grievance and written decisions and shall provide his decision in writing within five (5) working days from the date of the meeting.

STEP 4

In the event that the General Manager, Metropolitan Toronto Housing Authority or designate does not provide redress satisfactory to the Union, the Union within ten (10) working days after receipt of the written decision may, upon providing written notice to the Employer, submit the grievance for arbitration to the Grievance Settlement Board.

- 9.02** The decision of the Properly Manager, the District Housing Manager or the General Manager or designate, 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 designated time limits.
- 9.03** The Union in all steps shall be confined to the grievance and redress sought as set forth in the original grievance filed.
- 9.04** The time limits provided in this Article may be extended or otherwise amended by mutual agreement of the parties.
- 9.05** The Union agrees to provide the Employer with a list of Authorized Union Stewards in January and July of each year. The Union shall notify the Employer in writing the name of each Union Steward, and the location(s) he represents, before the Employer shall be required to recognize him.
- 9.06** Before leaving his place of employment for the purpose of dealing with a grievance, the Authorized Union Steward shall obtain the permission of his appropriate Supervisor or District Housing

Manager. Where such permission has been granted, the time shall be with pay and such permission shall not be unreasonable withheld.

- 9.07** A Group Grievance is defined as a single grievance signed by the Authorized Union Steward on behalf of a group of employees whom the steward represents and who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure as set out in this Article unless the parties agree to **start at** a more appropriate step.
- 9.08** Where a grievance arises as a result of the job posting procedure and staff changes such grievance shall be filed at Step 2 of the grievance procedure with the District Housing Manager of the District in which the vacancy occurred.
- 9.09** Where an employee files a grievance claiming improper layoff or recall, the employee shall identify the position in dispute and submit his grievance at Step 3 of the grievance procedure.
- 9.10** All grievances responses will be sent to the appropriate Union Steward and a copy sent to the Grievance Chairman at the Local Union Office.

ARTICLE 10-SUSPENSION OR DISMISSAL

- 10.01** A claim by an employee that he has been suspended or dismissed without reasonable cause shall be treated as a grievance provided a signed written statement of such grievance is lodged with the Employer within ten (10) working days of the commencement of the suspension or dismissal. Such grievance shall be initiated at Step 3 of the grievance procedure.
- 10.02** In the event that an employee's services are terminated within the probationary period such termination will not be subject to the grievance procedure.

ARTICLE 11-POLICY GRIEVANCE

11.01 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, may be made the subject of a grievance by the Union filing notice with the General Manager, Metropolitan Toronto Housing Authority or designate to that effect. Such grievances must be filed in writing by the Union within thirty (30) calendar days of the occurrence giving rise to the grievance and shall stipulate the sections of the Collective Agreement being relied on and redress sought. The General Manager or designate shall meet with the authorized representative of the Union within five (5) working days of the receipt of the notice to consider and discuss the grievance. The General Manager or designate shall make a reply in writing within ten (10) working days after date of such meeting. If the Union does not consider the reply satisfactory it may, within seven (7) working days immediately following receipt of such written reply require that the grievance be submitted to arbitration in the manner prescribed in Step 4 of the Grievance Procedure.

11.02 It is the intention of the Employer and the Union that the procedure provided by this Article shall be reserved for grievances in respect of which the regular Grievance Procedure in Article 9 is not available, and that it will not be used to by-pass the regular Grievance Procedure.

ARTICLE 12-HOURS OF WORK

12.01 The normal work week of all employees shall consist of five (5) days of eight (8) hours per day, provided that an employee whose normally scheduled work day is in excess of eight (8) hours or whose normally scheduled work week exceeds five (5) days, shall not be required by the Employer to work (as part of his normal work schedule) in excess of an average of eighty (80) hours per two-week period.

12.02 A schedule of hours of work shall ~~be~~ posted thirty (30) days in advance and shall not be changed by the Employer without two (2) weeks notice being given to the employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union to permit employees to attend to business of the Union, *or* mutual changes of shift between employees shall be allowed with written consent of the Employer provided that the change does not involve any cost to the Employer and that essential services can be maintained. Employees shall not be required to work more than seven (7) consecutive working days without majority consent of the employees affected by classification and location.

12.03 Upon Commencement of a temporary assignment, the supervisor shall inform temporary employees of the requirements *with* regard to their schedule of work. Any changes to this schedule will require a minimum of five (5) working days notice, failing which the temporary employee will receive a rate of pay equal to the overtime rate for the time worked.

ARTICLE 13-WAGE RATES AND CLASSIFICATIONS

13.01 The wage rates of all employees coming within the bargaining unit shall be as follows:

Classification	Effective Jan. 1/91	Effective Jan. 1/92
Labourer	<i>7² ass</i> 15.45	
Caretaker	15.88	
Truck/Tractor Driver	16.06	
Serviceman General	16.29	
Serviceman Heating	17.92	
Serviceman Appliance	16.75	
Shift Engineer- 4th class	17.40	
Shift Engineer 3rd class	17.94	
Pest Control Technician	16.31	
Superintendent	18.10	

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The parties agree to meet in September **1991** to negotiate a wage adjustment effective January **1, 1992**.

13.02 Senior Rate

Employees (except superintendents) classified as "senior" shall be paid:

- **\$1.30** per hour effective January **1, 1991**
- **\$1.35** per hour effective January **1, 1992**

over the rate of the highest paid employee that he supervises.

13.03 When a new classification is to be created or an existing classification is to be revised, the parties shall meet within ninety (90) days to negotiate the wage rate for the new or revised classification. If no agreement is reached between the parties, **the** Employer will set the wage rate for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

13.04 Training Allowance

Employees involved **in** the formal classroom training **of** other employees shall receive **a** training allowance **of** one dollar (\$1.00) **per** hour while on such assignment.

ARTICLE 14-ON-SITE CARETAKER

14.01 A caretaker who is required to live on-site will have supplied by the Employer unfurnished living accommodations, heat, water supply, a standard telephone (excluding personal long distance calls), and hydro at a monthly rental rate of **\$347.08** effective the first of the month following ratification, and effective January **1, 1992** the monthly rental rate shall be **\$368.00**. The Caretaker will be required to adhere to the rules and regulations which apply to Caretakers who are required to live on-site.

14.02 A caretaker who is required to live-on site shall be required to be on-site until midnight, except for his

normal scheduled days off and will be paid an on site premium of

- 85 cents per hour effective January 1, 1991 for the period from 4:30 p.m. to midnight, and

- 90 cents per hour effective January 1, 1992 for the period from 4:30 pm. to midnight.

Article 16.01 shall not apply to caretakers who are required to live on-site during the period for which they receive the on-site premium.

ARTICLE 15-OVERTIME PAY

15.01 Each employee in the bargaining unit:

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

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

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(iii) who is required to work two or more hours of overtime in one day shall receive a meal allowance of \$5.00 and a one half hour unpaid break.

15.02 All overtime, except emergency overtime shall be authorized in advance.

15.03 The Employer shall endeavour to distribute overtime relatively equally among employees available to perform the work required, taking int

consideration assigned work location and employee classification.

- 15.04 The Employer shall maintain a monthly record of overtime distribution, which shall identify date of overtime and acceptance or rejection of overtime. This record shall be used as the basis of maintaining of records in respect to Article 15.03.

ARTICLE 16-CALL-OUT AND REPORTING ALLOWANCE

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- 16.01 Each employee who has completed his regular days work and leaves his place of work (including caretakers who are required to live on-site who have completed their regular shift and the on-site time) and who is subsequently called back prior to the starting time of his next scheduled shift shall be paid a minimum of three (3) hours at time and one-half his basic hourly rate
- 16.02 An on-site caretaker shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two (2) hours after the time of the first calling.
- 16.03 The call-out of maintenance employees is to be the first action for work that falls within their normal range of duties and contractors are to be used with respect to those duties, only as a backup.

ARTICLE 17-VACATIONS

- 17.01 Vacation leave and vacation pay will be computed from July 1 in each year to June 30 of the following year inclusive and will accrue on the following basis
- (i) For less than one (1) year of continuous service as of June 20, one and one quarter (1-1/4) days of vacation leave for each full completed calendar month of service up to a maximum of fifteen (15) days and the employee shall be entitled to receive as vacation pay an amount equal to six percent (6%) of total earnings for

the vacation year provided that on commencing employment an employee shall not be permitted to take vacation until the employee has completed six (6) months of continuous service.

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- (ii) For one (1) year or more but less than eight (8) years of continuous service as of June 30, fifteen (15) days of vacation leave and six percent (6%) of total earning for the vacation year.
 - (iii) For eight (8) years or more but less than fifteen (15) years of continuous service as of June 30, twenty (20) days of vacation leave and eight percent (8%) of total earnings for the vacation year.
 - (iv) For fifteen (15) years or more but less than twenty-five (25) years of continuous service as of June 30, twenty-five (25) days of vacation leave and ten percent (10%) of total earnings for the vacation year.
 - (v) For twenty-five or more years of continuous service as of June 30, thirty (30) days of vacation leave and twelve percent (12%) of his total earnings for the vacation year.

17.02 An Employee is not eligible for the entitlements under 17.01 in respect of:

- (a) a whole calendar month in which he is absent from duty for any reason other than vacation leave or leave of absence with pay
- (b) a period in excess of six (6) months during which a Workers' Compensation Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.

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17.03 (i) Vacation leave and vacation pay as accrued in accordance with Article 17.01 above must be taken within twelve (12) calendar months after the end of the vacation year in which the vacation was accrued unless the Employer and the employee mutually agree to extend the

period during which vacation may be taken. In any event, vacation leave and vacation pay must be taken before the end of the second vacation year immediately after the vacation has accrued. Vacations will normally be taken in an unbroken period and subject to operational requirements.

- (ii) With the authorization of a District Housing Manager, an employee may accumulate vacation to a maximum of twice his annual accrual but shall be required to reduce his accumulation to a maximum of one (1) year's accrual by June 30 of each year.

17.04 An employee who has completed twenty or more years of continuous service is entitled to receive, in the year ending with the end of the month in which he attains the age of sixty-five (65) years, five (5) days vacation leave-of-absence in addition to his normal vacation entitlement as set out in Article 17.01, such time to be considered as preretirement leave.

17.05 An employee shall be paid for any earned and unused vacation standing to his credit and the applicable days shall be forfeited at the date he ceases to be an employee or at the date he qualifies for payments under the Long Term Income Protection Plan as defined in Article 23.04

17.06 Approval for vacation requests as outlined below will be subject to operational requirements:

- (i) An Employee shall submit the vacation request in writing to the Employee's Supervisor by April 15 and the Employer shall post the approved vacation schedule by May 15. All vacation request submitted in writing by April 15 shall be scheduled according to seniority.

Where the employee fails to submit a request as outlined above, the Employer shall schedule such vacation.

(ii) An employee who wishes to carry-over vacation to the next vacation year for the purpose of taking the two years' accumulation consecutively, shall submit his request along with the dates, no later than April 15. Approval for such requests shall not be unreasonably withheld.

(iii) Notwithstanding Article 17.06 (i) and (ii), an employee may only change his approved vacation with the Employer's consent.

(iv) An employee who has opted to carry-over his vacation, and who has had specific dates approved for such vacation, shall receive his vacation on those dates, regardless of the seniority of that employee

17.07 Should an employee become hospitalized, seriously ill, injured or certifiably quarantined while on vacation leave he/she may convert the remainder of the vacation leave to sick leave upon approval by the appropriate Supervisor. Approval for such conversion will be subject to the employee being incapacitated and the provision of a medical certificate indicating such condition.

17.08 The Employer shall provide each employee with a vacation statement for the new vacation year no later than September 30. This statement will include the total earnings subject to vacation pay; total credits for that vacation period and; the balance remaining from the previous period

ARTICLE 18-DESIGNATED HOLIDAYS

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

- New Year's Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- Simcoe Day (Civic Holiday)
- Labour Day
- Thanksgiving Day

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Remembrance Day
Christmas Day
Boxing Day

And any other day proclaimed as a holiday by the Federal Government and/or the Government of the Province of Ontario.

18.02 When any of the aforementioned holidays falls on a Saturday *or* Sunday or an employee's scheduled day off, the following normal working day shall **be** deemed to be a holiday for the purpose of the agreement.

18.03 (i) Each employee who is not required to work on a holiday as defined in Article **18.01** shall be paid eight (8) hours pay at his regular rate for each such holiday not so worked. In order to qualify for this benefit, the employee must have **worked** his last scheduled shift preceding and his **first** schedule shift following such holiday unless he has been absent on either or both of these days on account of certified absence with pay through illness or injury, or with prior permission of the Employer

(ii) Each employee who is required to work on a holiday as defined in Article **18.01** shall **be** paid time and one-half for the time so worked and in addition shall be paid eight (8) hours pay at his regular rate provided that such employee meets the conditions applicable thereto as set forth in the immediately preceding paragraph.

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 with eight (8) hours pay at the employees regular *rate*.

18.05 Weekend Holidays

Where an employee *is* scheduled to **work on** any **of the** designated holidays which fall on a Saturday or Sunday, and **is** required to work **on** that day, they shall **be** paid time and one-half for the hours worked, and will receive the following normal working day off with pay.

ARTICLE 19-SICK LEAVE

19.01 Sick leave credits are established for the purpose of providing for the employee during periods of absence due to illness, injury or properly certified quarantine, and are not available to an employee for absence caused by any other reason.

19.02 Each employee shall be entitled to sick leave allowance on the following basis:

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Sick leave credits shall accumulate at the rate of 1-1/2 days for each month worked after the date of hire. An employee shall receive no credit in respect of any month in which he is absent from **duty** for any reason other than:

- i) vacation leave,
- (ii) leave of absence with pay,
- (iii) lateness that has not resulted in suspension, or
- (iv) authorized leave of absence without pay for a period that does not exceed ten (10) working days in the month.

19.03 (a) (i) Sickness must be substantiated by a doctor's certificate if the absence is for more than three (3) consecutive working days; or for each and every absence ~~if so~~ required by written notice, given in advance by the employer. The notice will specify the reason and the duration of the requirement and may be extended upon notification to the Employee. Medical certificates must be submitted to the employee's supervisor upon return to work or in accordance with Article 19.03 (b), whichever is applicable.

(ii) If the absence exceeds five (5) working days, the employee will verbally advise the supervisor of the availability for return to work and will continue to advise the supervisor every five (5) working days thereafter until the employee returns to work.

(iii) In the event that the employee provides a satisfactory medical certificate indicating a specific period of absence from work, then Article 19.03 (a)(ii) shall not apply. However, the employee shall contact the employer on the last day of certified absence to confirm the date of return to regular duties. The employer reserves their right to contact the employee as required in exceptional circumstances.

19.03 (b) (i) Notwithstanding Article 19.03 (a) an employee absent for more than twenty (20) consecutive working days shall furnish immediately following such twenty (20) working days, a certificate from his personal physician verifying the period of illness and probable date on which the employee will be able to return to his normal duties.

(ii) If the Employer so requires, the employee will supply a medical certificate for every absence of twenty (20) consecutive working days thereafter until the employee returns to work or until an LTIP application is approved, whichever is later.

19.04 In all cases of absence the Supervisor shall be notified within two (2) hours on the first day of absence. If it is not possible to contact the Supervisor, steps must be taken by the employee to notify a designated alternate, and where he is not available, the Office of the District Housing Manager within two (2) hours from commencement of regular duties.

19.05 There shall be paid to the representative of every employee who dies while in the service of the Employer or to an employee who retires in accordance with the terms of the Pension Plan, an amount equal to his accumulated sick leave credits up to a maximum of 180 days.

19.06 Upon severance of employment of any employee with five (5) or more years service, for any reason other than discharge for cause,

there shall be a paid amount equal to **one** half of the employee's accumulated sick leave credits up to a maximum of **160** days.

19.07 WORKERS' COMPENSATION

(i) Where an employee is absent as a result of an injury allegedly sustained at work, the Employer will make advances up to a maximum of six (6) weeks, equivalent to the employee's normal pay. If the claim has not been approved by the Workers' Compensation Board by the end of the six (6) weeks and the employee continues to be absent, all lost time from the outset of his absence will **be** charged to his accumulated sick leave credits. Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision. If the claim is subsequently approved, the days charged against the employee's sick leave for such absence will **be** credited back to the employee. Where the Board rejects the employee's claim, the Employer will notify the employee **of the** recovery schedule **for** advances paid, prior to deductions being made.

~~19.07~~ (ii) when an Employee is absent **by** reason of incapacity on account of an accident occurring while on duty and an award **is** made by the Workers' Compensation Board, he shall be entitled to receive the difference between his salary or wages and the amount of such award for the first three (3) months of such award and thereafter he **shall** be entitled to receive the difference between his salary or wages and the amount of such award to the extent **of** his accumulated sick leave credits.

(iii) WCB PAYMENT OF BENEFITS

Where an employee receives an award under the Worker's Compensation Act, the Employer will continue premium payments for the benefits under Article 23 for the period during which the employee is receiving the award.

(iv) If the Employer so requires, the employee will supply a medical certificate from a legally qualified medical practitioner for every twenty (20) consecutive working days of absence following the accident or illness and thereafter, until the employee returns to work, or until an LTIP application is approved whichever is the later.

(v) The employer will abide by the WCB legislation.

(vi) The Employer will utilize temporary modified work assignment to assist in the early return of injured workers in accordance with the Modified Work Program.

19.08 SICK LEAVE RECORDS

(i) Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.

(ii) Effective July 1, 1991 the employer will advise employees of adjustments to the total accrued sick leave. The notice of adjustment will be provided quarterly.

ARTICLE 20-LEAVE OF ABSENCE

20.01 BEREAVEMENT LEAVE

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

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(a) three (3) consecutive working days leave-of-absence with pay in the event of the death of the employee's relatives as follows: parent, spouse, child, brother, sister, parent-in-law, brother and sister-in-law, aunt, uncle, grandchildren, grandparents, legal guardian and ward.

(b) one (1) day leave-of-absence with pay to attend the funeral of a niece or nephew.

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Leave with pay and without loss of seniority may be granted upon request from the Union to the General Manager, Metropolitan Toronto

Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. Such time shall not exceed a total of twenty-five (25) man days in any one (1) calendar year. The Union will give at least ten (10) working days written notice of such request to the Employer.

(ii) INTERNAL UNION BUSINESS

Upon no less than ten days written request of the Union to the General Manager, Metropolitan Toronto Housing Authority, the Employer may grant leave without loss of pay or benefits to employees elected as executive officers or stewards of the Union, for the purpose of conducting the internal business affairs of the Union. The Union will reimburse the Employer for the wages paid for such leave. Emergency requests shall be considered, subject to operational requirements and approval for such requests shall not be unreasonably withheld.

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20.04 CAMPAIGNING FOR PUBLIC OFFICE

The Employer agrees to allow an employee four (4) weeks leave of absence, without pay to campaign for his election for a Public Office provided his absence is consistent with the maintenance by the Employer of a continuing efficient operation.

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20.05 PREGNANCY LEAVE

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

(a) An employee entitled to maternity leave under the above, and who provides the Employer with proof that she has applied for and is eligible to receive Unemployment Insurance benefits pursuant to Section 30, Unemployment insurance Act, shall be paid an allowance in accordance with the Supplementary Unemployment Benefits Plan as follows:

(i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked, prior to the commencement of the maternity leave; and

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(ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UIC 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 from her regular classification which she was receiving on the last day worked, prior to the commencement of the maternity leave.

(b) An employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage continued during the period she receives the maternity leave allowance.

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(c) If requested, in writing, at least **two** weeks prior to the date of expiry of her maternity leave, an employee shall be entitled to a leave-of-absence without pay for an additional period of up to nine (9) weeks.

(d) To be eligible, the employees shall sign an agreement providing:

(i) that she will return to work and remain in the Employ for a period of at least six (6) months,

(ii) that she will return to work on the date of the expiry of her pregnancy leave, including any extension, and

(iii) that the employee recognizes that she is indebted to the Employer for the amount received as a Supplementary Unemployment Benefit should she fail to return to work and remain in the employ of the Employer as provided in (i) and (ii) above.

20.06 PARENTAL LEAVE

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Parental leave ~~is~~ defined as a leave of absence without pay for a period of eighteen (18) weeks granted to an employee;

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- (a) who is a natural parent;
- (b) with whom a child is placed for adoption or;
- (c) who is in a relationship of some permanence as the parent of a child and who intends to treat the child as their own.

The leave of absence shall be in accordance with the provision of the Employment Standards Amendment Act (Pregnancy Leave), 1990.

20.07 SPECIAL, COMPASSIONATE OR EDUCATIONAL LEAVE

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(a) Leave-of-absence without pay and without loss of seniority may be granted to an employee for special, compassionate or job-related educational reasons if the request meets the operational requirements of the Employer for a period of:

- (i) Up to five (5) continuous working days with the approval of the appropriate District Housing Manager.
- (ii) Over five (5) continuous working days and up to one (1) continuous year with the approval of the General Manager, Metropolitan Toronto Housing Authority or designate.

Application for special, compassionate or education leave should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of emergency, when as much notice as possible will be given.

(b) Employees shall be allowed to use up to two (2) days per year of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

Employees are required to show proof of medical or dental care.

20.08 CITIZENSHIP LEAVE

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

ARTICLE 21-PAYMENT OF WAGES

21.01 REGULAR PAY DAY

(i) Wages one week in arrears shall be paid on a two-weekly basis on every second Wednesday. Where the regular pay day falls on a designated holiday the employees shall be paid on the day preceding the holiday. An employee will be provided each pay day with an itemized statement of wages and deductions therefrom.

(ii) In an overpayment situation the Employer shall notify the employee in writing explaining the details leading to the overpayment and a repayment schedule.

21.02 PAYMENT PRIOR TO VACATION

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

21.03 PAY DURING TEMPORARY ASSIGNMENT

When an employee is required to perform the duties of any higher classification than that previously occupied by such employee for a period in excess of fifteen (15) minutes in one (1) day, the corresponding rate of pay for such higher classification shall be paid for the whole period during which time duties at the higher level were performed. If 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.

21.04 NON-BARGAINING UNIT ASSIGNMENTS

Where an employee is temporarily assigned to perform the duties and responsibility of a position not covered by the Collective Agreement, the employee shall retain all rights and obligations under the Collective Agreement.

ARTICLE 22-SHIFT PREMIUM

22.01 An employee shall receive a shift premium of:

$$\begin{array}{r} 44+45 \\ \hline 89 \\ 100085 \\ \hline 100075 \end{array}$$
 • 85 cents per hour effective January 1, 1991
 • 95 cents per hour effective January 1, 1992

For all hours worked between five (5) p.m. and seven (7) a.m. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.

22.02 WEEKEND PREMIUM

$$\begin{array}{r} 01 \quad | \quad 42+43 \\ \hline \quad \quad | \quad 85 \\ 201 \quad | \quad 100100 \end{array}$$
 Employees whose regular shift includes work on Saturdays or Sundays shall receive a premium of ninety-five cents (95 cents) per hour effective January 1, 1991 in addition to his regular pay for such work in addition to shift bonus if applicable and one dollar (\$1.00) per hour effective January 1, 1992.

ARTICLE 23 • EMPLOYEES BENEFITS

This article will only apply to full-time permanent employees with exception to 23.07.

23.01 - EMPLOYEE BENEFITS

(i) LIFE INSURANCE

The Life insurance Plan shall provide coverage equal to twice the annual salary. Effective July 1, 1986 the premium costs will be paid one hundred percent (100%) by the employer.

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(ii) DEPENDENT LIFE Employees, at their option, may purchase life insurance for dependents in

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the amount of one thousand dollars (\$1,000.00) on the employee's spouse and/or five hundred dollars (\$500.00) on each dependent child or two thousand dollars (\$2,000.00) on the employee's spouse and/or one thousand (\$1,000.00) on each dependent child. The employee pays the full premium for this coverage.

23.02 ONTARIO HEALTH INSURANCE PLAN

The Ontario Health Insurance Plan (OHIP) premium will be paid 100% by the Employer.

23.03 SUPPLEMENTARY HEALTH AND HOSPITAL PLAN

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(i) The Employer shall pay one hundred percent (100%) of the monthly premium of the supplementary Health and Hospital Plan for all permanent full-time employees, except in those cases where employees have opted out of the plan

(ii) The Major Medical Section of the Supplementary Health and Hospital Plan will be subject to a deductible of ten dollars (\$10.00) per person covered, to a maximum of twenty dollars (\$20.00) per family, per year.

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(iii) The Employer agrees to pay the monthly premium for hearing aid coverage under the Supplementary Health and Hospital Plan. The coverage provides for the purchase of hearing aids (maximum \$250 per person once only) equivalent to the hearing aid component of the Blue Cross Extended Health Care Plan.

(iv) The Employer agrees to pay the monthly premium for Paramedic Services coverage. The coverage is for the services of a licensed Chiropractor, Osteopath, Podiatrist and Chiropodist up to \$20.00 per person, per visit and up to \$50.00 per person per visit for X-rays for a Chiropractor, to a maximum of \$100.00 per year, payable only after OHIP ceases to pay for the expenses submitted.

(v) The employer agrees to continue the Vision care coverage under the Supplementary Health & Hospital Plan with the premium being paid from the employee portion of the savings under Wage Loss Replacement Plan of the Unemployment Insurance Plan. The coverage provides for vision care (maximum \$100.00 per person in any 24 month period) equivalent to the vision care component of the Blue Cross Extended Healthcare Plan. Effective July 1, 1991 coverage will increase to \$150.00. This plan will remain in force for as long as the employer is allowed a reduced premium under the Unemployment Insurance Plan

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23.04 LONG TERM INCOME PROTECTION PLAN

(i) It shall be a condition of employment that employees be enrolled in a long-term income protection plan. The Plan provides an Income protection benefit equal to 66-2/3% of the Employee's wages at the time of benefit commencement. The premium cost will be paid 100% by the Employer. Employee benefits as provided in Article 23 shall be maintained at no cost to the employee, when the employee is in receipt of L.T.I.P. benefits.

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(ii) An employee who has been in receipt of L.T.I.P. and who is certified fit to return to duty, shall be reinstated to the first available vacancy for which he is qualified.

(iii) Long Term Income Protection benefits commence after a qualifying period of six (6) months from the date the employee becomes totally disabled or after using 130 days sick leave credits, whichever is the later. However, the employee will have the option to defer the start of LTIP by electing to use any sick leave credits still outstanding as at that date.

(iv) Effective May 1, 1991 LTIP benefit will be increased for each employee who commenced receiving LTIP benefits.

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- (a) from and including January 1, 1976 to and including December 31, 1978 by \$125.00 a month;
 - (b) from and including January 1, 1979 to and including December 31, 1981 by \$85.00 a month;
 - (c) from and including January 1, 1982 to and including December 31, 1985 by \$60.00 a month.

23.05 DENTAL PLAN

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- (a) ~~The Employer shall pay the full premium~~ under the Plan. Benefits under the plan shall be paid as indicated below. Reimbursement and co-insurance, where applicable, shall be based on the current Ontario Dental Association Schedule of Fees.
 - (b) The Plan will reimburse 100% of expense of basic dental care, which will be equivalent to the Blue Cross Dental Plan 7 and Rider 1.
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2 (c) The Plan will cover services relating to dentures, with benefits equivalent to Rider 2 on the Ontario Blue Cross Plan on the basis of 75/25% co-insurance to an annual maximum of \$1,000.00
 - (d) Effective May 1, 1991, the Plan will cover services relating to Orthodontics, to apply only to dependent children of the employee between the ages of six (6) and nineteen (19) years, with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of 50/50% co-insurance up to a life time maximum of \$2,000.00.

23.06 During leaves-of-absence without pay, employees may continue participating in Basic Life, supplementary Health and Hospital, Long Term Income Protection, O.H.I.P. and the Dental Plan by arranging to pay full premium at least one (1) week in advance of the first of each month of coverage through the MTHA payroll section.

23.07 Temporary Employee Benefits

Effective January 1, 1991 all Temporary Employees who have completed one (1) year of service with MTHA shall be entitled to an additional 2% of wages in lieu of benefits.

ARTICLE 24-NO STRIKES AND LOCK-OUTS

24.01 There shall be no strike or lock-out during the term of this Agreement. The words "strike" and "lock-out" shall be defined by the Crown Employees Collective Bargaining Act

ARTICLE 25-JOINT LABOUR/MANAGEMENT COMMITTEE

25.01 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 Labour/Management Committee is hereby established where an exchange of information and ideas may take place with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

25.02 SCOPE

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

25.03 MEMBERSHIP

The Committee shall be composed of not more than six (6) representatives from each of the parties. Four members from each side shall be named for a period of twelve (12) months or until replaced, and two (2) additional members from either party may be appointed by the respective sides depending upon matters on the agenda. Management's committee shall include the General Manager, Metropolitan Toronto Housing Authority and the Union's committee shall include the President of CUPE Local 767. Meetings will be held within two (2) weeks of a request by either party but normally not more frequently than once per month or any other mutually satisfactory date.

25.04 AGENDA

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

25.05 CHAIRPERSON

The Union and Management will select a representative from its group who will act as chairperson on an alternating basis. The chairperson will be responsible for conducting the meeting in an orderly fashion as well as recording and distributing the minutes to all committee members.

ARTICLE 26-GENERAL CONDITIONS

26.01 ACCOMMODATION AT WORK

The Employer will continue to provide accommodation for meals and for the keeping of clothes.

26.02 BULLETIN BOARD

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

26.03 TOOLS AND PROTECTIVE CLOTHING

The Employer will supply to maintenance employees work tools and protective clothing as required. Where protective clothing is supplied it must be worn as a condition of employment. Appropriate winter outer clothing will be supplied to all employees required as part of their regular duties to work outside in winter months.

26.04 JOINT HEALTH AND SAFETY COMMITTEE

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(a) The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the employer and the union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

(b) Both parties agree to establish acceptable guidelines governing the composition practice and procedures of the Joint Health and Safety Committees.

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(c) The power of this Committee shall be as outlined in the Occupational Health and Safety Act.

26.05 CLEAN UP TIME

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Employees will be allowed ten (10) minutes cleanup time before lunch and before going off duty.

26.06 REST PERIODS

There will be two (2) fifteen (15) minutes rest periods in each eight (8) hour shift.

26.07 RETIREMENT

The normal retirement age for an employee shall be the last working day of the month in which his sixty-fifth (65th) birthday falls. Extensions to employment of up to one year may be granted, subject to the employee providing medical certification of fitness to do the work for which employed and a

satisfactory recommendation from the appropriate supervisor. Such extension may be reviewed at any time if indicated by health or performance reasons

26.08 USE OF PRIVATE AUTOMOBILE

(a) The Employer agrees to reimburse all employees who elect to use (their private automobiles in the business of the Employer at the prevailing rate as established from time to time by the Employer.

(b) The Employer will not discriminate or treat less favourably any employee regardless of whether he elects to use, not to use, or change his election as in 26.08(a).

(c) A charge by an employee that the Employer has violated 26.08(b) may be the subject of a grievance, which if upheld, will result in rectification of the matter including any applicable compensation to the employee.

26.09 NO PYRAMIDING

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

26.10 REMOVAL EXPENSES

The Employer will defray the removal expenses of a caretaker who is required to live on-site who is permanently transferred to another location at the Employer's request.

26.11 DISABLED EMPLOYEES

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Any employee who has become unable to do the full range of their normal duties due to a certified disability shall be given consideration for work within their capabilities and qualifications. In assigning an employee to a vacancy under this Article, it is understood that the provisions of Article 8 - Staff Changes will not apply. Such assignments

will be made to the first available (vacancy) which has not been posted in accordance with Article 8.01 (a). The Union will be kept advised of such placements, however, it remains the Employer's exclusive right to make these assignments.

26.12 CHANGES IN REGULATIONS

The Employer agrees to advise the Union of any changes in the Employer's Regulations relating to any matter covered by this Agreement.

26.13 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.

26.14 DISCIPLINARY RECORDS

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(a) Any disciplinary record shall be removed from an employee's file after three (3) years from the date of the offence, except where there has been similar disciplinary action within the three year period, in which event, the disciplinary records shall remain on the personnel file until the three year period of any similar succeeding actions have expired.

(b) Each employee shall have reasonable access to their personal file during work hours for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a representative from Management.

(c) Where a meeting is called by management regarding a disciplinary matter, or an incident that is likely to lead to disciplinary action, the employee involved may request the attendance of a Union Steward or alternate at the meeting.

Management will try to provide reasonable notice in order that the employee can

arrange for appropriate Union representation. Should the Union Steward or alternate be unable to attend within a reasonable time frame, the meeting will **not** be unduly delayed.

26.15 PROFESSIONAL FEES AND LICENSES

The employer shall pay the relevant portion of the professional certification and/or licenses fees for an employee who, as a condition of employment, is required to have a specific certification or license. Where a truck-tractor driver requires an upgraded license to operate the employer's equipment, the Employer shall pay the difference between the standard and upgraded drivers licence. It is understood that this sub-article is not intended to pay employees for the cost of a Standard Driver's license.

26.16 PAYMENT OF LEGAL FEE

Legal fees **re-imbusement** is available to all employees in accordance with the established **MTHA** Legal Indemnification policy.



26.17 UNIFORMS

(a) The Employer agrees to supply uniforms to all maintenance employees effective January 1, 1991 as follows;

Permanent Employees

Six (6) shirts/blouses
Four (4) pair of pants with the option of one pair being short pants
One (1) spring jacket every third year, new issue January 1993.

Temporary Employees

Three (3) shirts/blouses
Two (2) pairs of pants

Effective 1992 the employer agrees to supply uniforms to all maintenance employees as follows:

permanent Employees:

Six (6) shirts/blouses
Four (4) pairs of pants, with option of one pair being short pants
One (1) spring Jacket or One (1) sweater every third year.

Temporary Employees

Three (3) shirts/blouses
Two (2) pairs of pants

(b) The Parties agree that the wearing of appropriate uniforms is a condition of employment.


The Employer agrees that they will not discipline an employee for being unable to wear a uniform if that employee has not received the annual uniform issue.

ARTICLE 27-TERM OF AGREEMENT

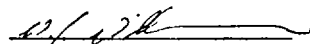
27.01 This Agreement is effective from January 1, 1991 and will remain in force until the 31st day of December 1992.

IN WITNESS WHEREOF these present have been executed by
the Authorized representatives of the parties at
Toronto, Ontario this day of 1992.


FOR THE UNION:



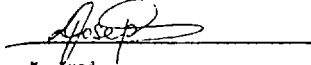
R. Carnovale



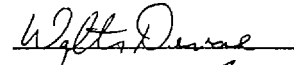
B. Williams



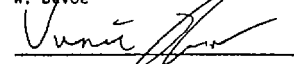
L. Joseph




K. Lund



W. Devoe



V. Raso



S. Nasso

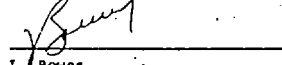


G. Raso

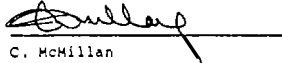
FOR THE EMPLOYER:



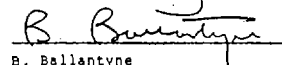
B. Hill




L. Bowes




C. McMillan



B. Ballantyne



V. Oster



N. De Lima

Appendix A

APPLICATION OF EMPLOYMENT EQUITY PRINCIPLES

The Employer and the Union agree that through the duration of the agreement Employment Equity principles will apply accordingly;

a) Recruitment Consideration

When qualification and ability are relatively equal, the Employer may initiate Employment Equity considerations in its recruitment initiative to attain established goals.

b) Promotional Consideration

Qualifications and ability shall remain the ultimate priority when selecting successful candidates for a promotional opportunity. **Where** qualifications and ability are relatively equal consideration will be given to Employment Equity goals.

c) Training Consideration

Training programs may be focused towards designated groups with a view to providing a skill base for future promotional opportunity in keeping with Employment Equity goals.

The parties further agree to review the Employment Equity goals, time table and plan annually.

Appendix B

condition of employment, it is our practice to make application for a waiver of the above policy to the Board of **MTHA**.

The Board considers the merits and circumstances of each case individually and makes its decision accordingly.

Should the Board agree to the approval of the waiver of policy alternate accommodation would be found for the individual at the earliest opportunity in order to free up the on-site accommodation for the next incumbent.

Appendix C

RATIFICATION MEETING

For the purpose of ratifying a Collective Agreement, **all** Employees shall be granted time off without **loss** of Pay for the **purpose** of attending a Union meeting at a time mutually agreed upon by the parties.

Appendix D

Flyers

Union flyers to be delivered to Human Resources no later than the Friday preceding the effected pay day.