

SOURCE	GMP		
EFF.	92	01	01
TERM.	93	12	31
NO. OF EMPLOYEES	240		
NOMBRE D'EMPLOYES	50		

COLLECTIVE AGREEMENT

between

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
AND ITS LOCAL 592**

AND

ONTARIO HOUSING CORPORATION

AND

**THE METROPOLITAN TORONTO
HOUSING AUTHORITY**

JUL 24 1995

Expiry Date: December 31, 1993

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INDEX

<u>ARTICLE</u>		<u>PAGE</u>
Preamble		1
<u>PART A - WORKING CONDITIONS</u>		
A	Employment Equity/No Discrimination	2
1	Recognition	2
2	Check-off of Union Dues	2
3	Joint Consultation Committee	3
4	Posting and Filling of Vacancies or New Positions	
	4.1 Posting	3
	4.2 Notice	
	4.3 Filling a Vacancy	
	4.4 Employment Equity	
	4.4 Time Off	
	4.5 Modifications for disability	4
5	Pay Administration	
	5.1.1 Promotion	4
	5.1.2 Salary Treatment	
	5.1.3 Anniversary Date	
	5.2.1 Reorganization	
	5.2.2 Appointment	
	5.3 Reclassification	5
	5.4.1 Lower maximum salary	
	5.5 Reclassification/health	
	5.6 Salary on Demotion	
	5.8 New classifications	
6	Temporary Assignments	
	6.1.1 Acting pay	6
	6.2 Lower salary maximum	
	6.5 Bargaining Unit Rights	
	6.6.1 Posting temporary assignments	
7	Hours of Work	

	7.1	Schedule 3 and 3.7	7
	7.2	Schedule 6	
	7.6.1	Job Sharing	
8		Days Off	8
9		Rest Periods	a
10		Overtime	
	10.1	Overtime rate	8
	10.2	Definition	
	10.3	Compensating Leave	
	10.5	Payment period	9
	10.6	Compensating Leave period	
11		Meal Allowance	9
12		Health and Safety and Video Display Terminals	
	12.1	Working environment	9
	12.2	Safety equipment/protective clothing	
	12.3	Supply & maintenance of apparel	10
	12.4	VDT breaks	
	12.5	Eye examinations	
	12.6.1	Reassignment during pregnancy	
	12.7	VDT work stations	11
13		Holiday Payment	
	13.1	Rate of Payment	11
	13.2	Payment or compensating leave	
	13.3	Entitlement to Day Off	
	13.4	Authorization	
14		Non-Pyramiding of Premium Payments	12
15		Mileage rates expressed in Kilometres	
	15.1	Rates	12
	15.2	Accumulation of kilometres	
	15.3	Car not a Condition of Employment	

16	Time Credits While Travelling		
	16.1	Time outside of working hours	12
	16.2	Public carrier	
	16.3	Travel by automobile	
	16.4	Sleeping accommodation	
	16.5	Travel on Days Off	
	16.6	Payment for travel time	13
17	Job Security		
	17.1	Definition	13
	17.2	Notice Period	
	17.3	Entitlement upon notice of surplus	
	17.4	Vacancy	
	17.5	Assignment to a Vacancy	14
	17.6	Attendance at a Placement Interview	
	17.8.1	Displacement	
	17.9	Intent to Displace	15
	17.11	Displaced Employee Rights	
	17.12.1	Retraining	
	17.15.1	Entitlement upon Lay-off	16
	17.16.1	Appointment after Release	
	17.16.3	Loss of Recall Rights	
	17.18.1	Technological Change	17
	17.18.2	Joint Consultation	
18	Seniority		
	18.1	Probationary Period	18
	18.2	Seniority upon Recall	
	18.3	Loss of Seniority	
19	Closure/Reorganization/Contracting Out		
	19.1	Notice	18
	19.2	Committee	
20	Grievance Procedure		
	20.1.1	Intent	19
	20.2.2	Complaints	
	20.3.1	Stage One	
	20.3.2	Stage Two	
	20.4	Arbitration	20
	20.5	General	
	20.6.1	Time OFF Grievor	
	20.6.3	Time OFF Union Steward	
	20.7	Lay-off	
	20.8.1	Dismissal	
	20.9.1	Insured Benefits Grievance	21
	20.10.1	Sexual Harassment	

	20.11.1	Classification Grievance	22
	20.12	Union Grievance	23
	20.13	General	
	20.17	Disciplinary Record	
	20.18	Expedited Arbitration Procedure	
21		Leave - Union Activities	
	21.1	Convention Leave	24
	21.2.1	Negotiations	
	21.2.2	Caucas time	25
	21.3	Union Demand Setting	
	21.4.1	Executive Board/Executive Officer Leave	
	21.8.1	Local 592 Leave	26
22		Leave Without Pay	26
23		Leave - Special	26
	23.2.1	Self Funded Leave	27
24		Leave - Jury Duty	27
25		Leave - Military Service	27
26		Leave Credits Report	27
27		Information to New Employees	28
28		Change of Address	28

PART B - EMPLOYEE BENEFITS AND WAGES

29		Application of Part B	28
30		Basic Life Insurance	
	30.1	Premiums	28
	30.2	Plan	
	30.3	Adjustment	29
	30.4	Termination	
31		Supplementary and Dependent Life Insurance	
	31.1	(a) Premiums	29
		(b) Plan	
	31.2	Adjustment	30
	31.3	Termination	
	31.4	Dependents	

32	Long Term Income Protections		
	32.1	Premiums	31
	32.2	Payments	
	32.3	Benefit Payments	33
	32.4	UIC record	
	32.5	Termination	
	32.6	Recurrence of disability	
	32.7	Rehabilitative employment	
	32.8	Reduction of LTIP benefits	
	32.10	Assignment to position	
33	Supplementary Health and Hospital Insurance		
	33.1	Premiums	34
	33.2	Plan	
	33.3	Vision and Hearing Aid Plan	35
	33.5	Coverage on total disability	
34	Insured Benefits Plans - General		
	34.1	Commencement of Coverage	36
	34.2	Coverage during Leave without Pay	
	34.3	Days of Grace	
35	Vacations and Vacation Credits		
	35.1	Vacation accrual	36
	35.2	Entitlement	
	35.8	Twenty-five years	37
	35.12	Advance	
36	Holidays		
	36.1	Statutory Holidays	38
37	Bereavement Leave		
	37.1	Entitlement - 3 days	38
	37.2	Entitlement - 1 day	
	37.3	Extension	
38	Pregnancy/Parental Leave		
	38.1	Definition of Pregnancy Leave	39
	38.1.2	Definition of Parental Leave	
	38.3.1	SUB Plan Payments	
	38.4.1	Accrual of Seniority	40
	38.4.2	Benefit Plan Premiums	
	38.5	Extended Leave	
	38.6.1	Return to Work	
39	Short Term Sickness Plan		
	39.1	Definition of plan	40

	39.2	Entitlement	
	39.3	Calendar year entitlement	41
	39.6	Use of Accumulated Credits	
	39.9	Medical Examination	
	39.10	Doctor's letter	
	39.13	Attendance Review Meetings	42
40		Termination Payments	42
41		Worker's Compensation	
	41.1	Salary Continuance	45
	41.3	Use of Credits	
	41.4	Benefit Premiums.	
42		Special and Compassionate Leave	46
43		Entitlement on Death	46
44		Dental Plan	
	44.1	(a) Definition of Plan	46
		(b) ODA fee schedule	
		(c) Payment of Premiums	
		(d) Dependents	
	44.2	Orthodontics	47
	44.5	Major Restorative	
	44.6	Eligibility	
	44.5	Cancellation	
45		Negotiations	47
46		Term of Agreement	47
Appendix A		Wages	48
Appendix B		Release of Information - Insured Benefits	53
Appendix C		Letter of Understanding re Lateral Transfers	54
Appendix D		Letter of Understanding re Cost of Living Allowance	56

PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is to establish and maintain:
 - a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement;
 - b) a procedure for the prompt and equitable handling of grievances and disputes.
2. It is understood that the provisions of this Agreement apply equally to male and female employees.
3. The parties agree that wages, benefits, working conditions and terms of employment for employees in this bargaining unit shall be similar to those provided for Civil and Public Servants of the Province of Ontario, except as modified by this Agreement.

The parties, therefore, agree as follows:

PART A - WORKING CONDITIONS

ARTICLE A EMPLOYMENT EQUITY/NO DISCRIMINATION

A.1 The Union and the Employer are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity principles.

It is recognized that the Employment Equity program and ideals shall be incorporated in **the areas of** ongoing recruitment, training and promotional activities and in accordance with Section **13** of the Ontario Human Rights Code, shall not **be** considered a contravention **of** the Code.

A.1.2 There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or handicap as defined by Section **9(1)** of the Ontario Human Rights Code.

A.2 There shall **be** no discrimination or harassment practised by reason of an employee's membership or activity in the Union.

ARTICLE 1 - RECOGNITION

1.1 In accordance with The Crown **Employees** Collective Bargaining **Act**, the Ontario Public Service Employees Union is recognized as the exclusive collective bargaining agent for all office, clerical and professional Crown employees **of** the Metropolitan Toronto Housing Authority save and except 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 1982, as amended.

ARTICLE 2 - CHECK-OFF OF UNION DUES

2.1 There shall be deducted from the regular ~~bi-weekly~~ pay of every employee a **sum** in lieu of membership dues equivalent to the ~~bi-weekly~~ dues of the Ontario Public Service Employees Union.

2.2 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union not later than the **15th** of the month following the month in which such deductions were **made** together with a list **of** all employees from whose wages the deductions have been made.

2.3 **The** Union must advise the employer in writing of the amount of its regular dues. **The** amount **so** advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

- 2.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 3 - JOINT CONSULTATION COMMITTEE

- 3.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations,
- 3.2 The parties agree that a joint consultation committee composed of up to four (4) representatives from the Union and up to four (4) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Agreement and on other matters of mutual interest.
- 3.3 The committee shall meet once every two (2) months or more frequently, with the consent of the parties.
- 3.4 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add or modify the terms of this Agreement.

ARTICLE 4 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 4.1 When a vacancy occurs in a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. All applications will be acknowledged. Where practicable, notice of vacancies shall be posted on bulletin boards.
- 4.2 The notice of vacancy shall state, where applicable, the title of position, salary, qualifications required, nature of work, hours-of-work schedule, and the area in which the position exists.
- 4.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.
- 4.3.1 Notwithstanding subsection 4.3, the Union and the Employer may agree that employment equity shall be the overriding consideration. Such agreements will be made in advance of job postings and may be based on individual positions, groups of positions, classifications or other groupings of jobs as appropriate.
- 4.3.2 Agreements under subsection 4.3.1 will be based on an analysis of workforce data and employment systems indicating that a designated group is or groups are under represented.
- 4.4 An applicant who is invited to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.

4.5 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

ARTICLE 5 - PAY ADMINISTRATION

5.1.1 Promotion occurs when the incumbent of a classified position is assigned to another position in a class with a higher maximum salary than the class of their former position.

5.1.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to their present rate of pay except that:

where such a change results in an increase of less than three percent (3%), they shall receive the next higher salary rate again, which amount will be considered as a one-step increase;

a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note,

5.1.3 Where an employee:

(a) at a maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;

(b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:

greater than a one-step increase, a new anniversary date based on the date of promotion is established;

of one step or less, the existing anniversary date is retained.

5.2.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

5.2.2 An employee to whom the above section applies is entitled to be appointed to the first vacant position in their former class that occurs in the same administrative district or unit, in which they were employed at the time the reclassification was made.

- 5.3 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 5.4.1 Where, because of the abolition of a position, an employee is assigned from one position to another position in the bargaining unit and the position to which they are assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which they were assigned, they shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the assignment takes place.
- 5.4.2 Sub-section 5.4.1 applies only where there is no position the employee is qualified for, and that they may be assigned to, and that is:
- (a) in the same classification that applied to the employee's position before the position was abolished, or
 - (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.
- 5.5 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, they shall not receive any salary progression or salary decrease for a period of six (6) months after their assignment, and if at the end of that period, they are unable to accept employment in their former classification, they shall be assigned to a classification consistent with their condition.
- 5.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate they were receiving at the time of demotion, effective from the date of the demotion.
- 5.7 It is understood that where an employee is assigned to a position pursuant to Section 5.4.1, 5.4.2, 5.5, 5.6, the provisions of Article 4 (Posting and Filling of Vacancies or Mew Positions) shall not apply.
- 5.8 When a new classification is to be created or an existing classification is to be revised, at the request of either party the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification, provided that should no agreement be reached between the parties, then the Employer will set the salary range for the new or revised classification subject to the right of the parties to have the rate determined by arbitration.

ARTICLE 6 TEMPORARY ASSIGNMENTS

- 6.1.1** Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, the employee shall be paid acting pay from the day they commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification, provided that where such a change results in an increase of less than three percent (3%), the employee shall receive the next higher salary rate again.
- 6.1.2** Notwithstanding 6.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.
- 6.2** When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for them in the position from which they were assigned, they shall be paid the lower applicable classification rate to which they were assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 6.3** When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for them in the position from which they were assigned, they shall continue to be paid at the rate applicable to the classification from which they were assigned.
- 6.4** This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 6.5** Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, they shall retain their rights and obligations under the Collective Agreement.
- 6.6.1** Where an employee is assigned temporarily to a position, Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (a) the term of a temporary assignment is greater than six (6) months' duration, and
 - (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 6.6.2** Except as provided in 6.6.1, in no case shall any provision of the Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

ARTICLE 7 - HOURS OF WORK

7.1 Schedule 3 and 3.7

The normal hours of work for employees on **these** schedules shall be thirty-six and one-quarter (**36 1/4**) hours per week **and** seven and one-quarter (**7 1/4**) hours per day.

Schedule 6

7.2 The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (**36 1/4**) hours per week.

7.3 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on their basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

7.4 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks.

7.5 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When **the** transfer occurs, the employee's weekly salary based on their basic hourly rate shall be adjusted accordingly.

Job Sharing

7.6.1 Job sharing can occur where there is agreement between the employees who **wish** to job share, the Union and the Employer.

7.6.2 It is agreed that job sharing results from two employees sharing **a** full time classified position and as such **the** position shall continue to be identified as a full time classified position,

7.6.3 Employees in a **job** sharing arrangement must share the same classification and level.

7.6.4 The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case shall one employee work less than fourteen (14) hours per week.

7.6.5 Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Part **A & B** of **this** agreement, however, as applicable, the working conditions and benefits shall be pro-rated **in** accordance with the employee's hours of work.

7.6.6 in the event that one employee in the **job** sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full time basis. **The** employee shall be granted

five (5) working days in which to respond to the Employer's offer of full time employment.

7.6.7 If the remaining employee declines the full time opportunity, the position may be posted and advertised as a full-time vacancy, subject to the provisions of this agreement.

7.6.8 The Employer undertakes to notify the President of the Union of all job sharing arrangements.

ARTICLE 8 - DAYS OFF

8.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the Employer.

ARTICLE 9 - REST PERIODS

9.1 The present practice for rest periods shall be maintained.

ARTICLE 10 - OVERTIME

10.1 The overtime rate shall be one and one-half (1-½) times the employee's basic hourly rate.

10.2 Overtime means an authorized period of work calculated to the nearest quarter-hour (1/4) and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.

10.3 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.

10.4 Where the employer and the employee mutually agree on compensating leave for overtime, this shall be taken at a time mutually agreed upon. Failing agreement, the employer shall reasonably determine the time of compensating leave.

10.5 Where the employer and the employee mutually agree on pay for overtime, this shall be paid within two (2) months of the pay period in which the overtime was actually worked.

10.6 Any compensating leave accumulated in a calendar year which is not used by December 31, shall be paid at the rate it was earned. The December 31 date may be extended by mutual agreement.

10.7 Schedule 3.7

Employees in this schedule who perform authorized work in excess of seven and one-quarter (7-¼) hours shall be paid at the overtime rate.

10.8 Schedule 3

Employees in this schedule who perform authorized work in excess of seven and one-quarter (7-¼) hours shall receive compensating leave of one and one-half (1-½) hours for each hour of overtime worked.

10.9 Schedule 6

Employees in this schedule are not entitled to overtime or time in lieu. Where required to work on a regular day off or statutory holiday, the employee shall be entitled to equivalent time off.

ARTICLE 11 - MEAL ALLOWANCE

11.1 An employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work without notification of the requirement to work such overtime, prior to the end of their previously scheduled shift, shall, effective January 1, 1992, be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

ARTICLE 12 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

12.1 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.

12.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.

12.3 The current practices relating to the supply and maintenance of apparel for employees shall continue during the terms of this Agreement, subject to any changes which may be entered into between the parties.

Video Display Terminals (VDT)

- 12.4 After each hour of continuous operation of a **VDT**, a **VDT** operator shall be relieved of such duties for a period of **10** minutes.
- 12.5 At the beginning of assignment to a **VDT** and annually thereafter, a **VDT** operator **who** is regularly required to operate a **VDT** for **two (2) hours or more** per day shall be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct **the** following tests:
- (a) unaided visual acuity (letter chart **test**)
 - (b) refractive findings
 - (c) corrected visual **acuity**
 - (d) amplitude accommodation
 - (e) suppression
 - (f) muscle balance (**near**, one metre, distant)
 - (g) **slit** lamp biomicroscopy
- The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the **VDT** operator shall authorize release of a copy of the examination report to the Employer.
- 12.6.1 A pregnant **VDT** operator may request reassignment from **VDT** duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
- 12.6.2 Upon receipt of the written request specified in 12.6.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit, provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with **the** highest salary maximum. **The** assignment of a surplus employee to a vacancy, in accordance with Article 17 (Job Security), shall have priority over an assignment under this section.
- 12.6.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall have no application:
- 12.6.4 Where an employee is assigned, under 12.6.2, to a position in a classification **with** a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she **has** been assigned under 12.6.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 12.6.5 Where it is not possible to assign an employee in accordance with 12.6.2, the employee shall, upon written request, **be** granted a leave-of-absence without pay to cover the period preceding the date on which she would **be** entitled to commence pregnancy leave of absence in accordance with Article 38 (Pregnancy/Parental Leave).

- 12.6.6 An employee **who** does not accept an assignment made in accordance with 12.6.2, may elect either to continue work in her original position or request leave of absence in accordance with 12.6.5.
- 12.7 Video display terminal **work** stations shall **be** equipped with tables **or** stands **for the** terminal to permit it to **be at** a height appropriate to **the** circumstances of its **use** and the seating available for the operator. The chair provided shall have **a** seat which is adjustable in height, a back rest which is adjustable in height, and **a** foot rest where necessary to accommodate a particular operator. Where appropriate to **the** nature of the work, paperstands shall **be** provided.

ARTICLE 13 - HOLIDAY PAYMENT

- 13.1 Where an employee works on a holiday included under Article **36** (Holidays), they shall be paid at the rate of two (2) times their basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4) hours.
- 13.2 In addition to the payment provided by Section **13.1**, an employee shall receive seven and one-quarter (7 1/4) hours pay at their basic hourly rate or compensating leave of seven and one-quarter (7 1/4) hours provided the employee opts for compensating leave prior to the holiday.
- 13.3 When **a** holiday included under Article 36 (Holidays), coincides with an employee's scheduled day off and they do not work on that day, the employee shall be entitled to receive another day off.
- 13.4 It is understood that Section **13.1** and **13.2** apply only to an employee who is authorized to work on the holiday and who actually **works** on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- 13.5 **Any** compensating leave accumulated under Sections 13.2 and 13.3 may be taken **off** at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- 13.6 **Any** compensating leave accumulated under section **13.2** and **13.3** in a calendar year which is not used before December **31** of that year shall be paid at the rate **it** was earned. The December **31** deadline may be extended **by** agreement.
- 13.7 Notwithstanding anything in Article **13**, employees who are in classifications assigned to Schedule **6** and who are required to work on a holiday included in Article **36** (Holidays) shall receive equivalent time off.

ARTICLE 14 - NON-PYRAMIDING OF PREMIUM PAYMEN

14.1 There shall be **no** duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

ARTICLE 15 - MILEAGE RATES EXPRESSED IN KILOMETRES

15.1 If an employee is required to use their own automobile on the Employer's business, the following rates shall be paid effective June 1, 1989.

Kilometres driven

0 - 4,000 km.	30¢/km.
4,001 - 10,700 km.	26¢/km.
10,701 - 24,000 km.	22¢/km.
over 24,000 km.	18¢/km.

15.2 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).

15.3 The use of a privately owned automobile on the Employer's business is not a condition of employment.

ARTICLE 16 - TIME CREDITS WHILE TRAVELLING

16.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the Employer.

16.2 When travel is by public carrier, time will be credited **from** one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination,

16.3 When travel is by automobile and the employee travels directly from their home or place of employment, time will be credited from the assigned hour of departure until the employee reaches their destination and from the assigned hour of departure from the destination until the employee reaches their home or place of employment.

16.4 When sleeping accommodation is provided, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.

16.5 When an employee is required to travel on their regular day off **or** a holiday listed in Article 36, Holidays, they shall be credited with a minimum of four (4) hours.

16.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

ARTICLE 17 - JOB SECURITY

17.1 Where a lay-off may occur **by** reason of shortage of work or funds or the abolition of **a** position or other material change in organization, **the** identification of a surplus employee in an administrative district **or** unit, and the subsequent assignment, displacement or lay-off shall be in accordance **with** seniority subject to **the** conditions set out in **this** Article.

Notice of Lay-off

17.2.1 An employee shall receive six (6) months' notice of lay-off or pay in lieu thereof.

17.2.2 The notice period will begin when the employee receives official written notice. Copies of such notice shall be provided to the Union.

Separation Allowance

Entitlement upon notice of Surplus.

17.3.1 An employee who receives a surplus notice shall be entitled to internal career counselling during the period of their notice.

17.3.2 Where an employee resigns within one (1) month after receiving surplus notice, s/he shall **be** entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks pay, plus on production of receipts from an external career counselling program or an approved **educational** program, within twenty-four (24) months of resignation, may be reimbursed for costs up to a maximum of three thousand dollars (\$3,000).

Vacancy

17.4 Where an employee is identified **as** surplus they shall be assigned on the basis of their seniority to a vacancy in the bargaining unit provided they are qualified to perform the work and the salary maximum of the vacancy is not greater than three percent (**3%**) above nor twenty percent (20%) below the maximum salary of their classification, as follows:

a vacancy which is in the same class or position as the employee's class or position;

a vacancy in a **class** or position in which the employee has served during their current term of continuous service; or
another vacancy.

17.5 Where an employee is assigned to a vacancy in accordance with Sub-section 17.4, Section 5.4 of Article 5 (Pay Administration) shall apply.

17.6 An employee who does not attend a placement interview when requested by **the** Employer or who does not accept an assignment in accordance with Section 17.4 shall **be** laid off and the provisions of Sections 17.7, 17.8.1 and 17.12.1 shall not apply.

17.7 Where an employee has not been assigned to a vacancy in accordance with Section 17.4, they shall be subject to lay-off in accordance with the following applicable sections.

Displacement

17.8.1 An employee who has completed their probationary period and who is subject to lay-off as a surplus employee, shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

- (a) The Employer will identify the employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, they shall be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee;
- (b) If no employee in the same class has less seniority than the surplus employee, the Employer will identify the employee in the class in the same class series immediately below the class in which the surplus employee is presently working who has the least seniority and if they have less seniority than the surplus employee, they will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee;
- (c) Failing displacement under (a) or (b) the Employer will review the classes in the same class series in descending order until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. In that event such employee will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee;
- (d) Notwithstanding the above, in the event that there are one or more employees in one or more classes in another class series in which the surplus employee has served during their current length of continuous service who have less seniority than the surplus employee, the surplus employee will displace the employee with the least seniority in the class with the highest salary maximum (no greater than the current salary maximum of the surplus employee's class) and provided that the surplus employee has greater seniority than the displaced employee here under, provided that the surplus employee is qualified to perform the work of such employee.

17.8.2 Any displacement shall be limited to a class which has a salary maximum no greater than the maximum of the surplus employee's current class and Section 5.4 of Article 5 (Pay Administration) shall not apply.

17.9 The employee must indicate in writing to the Manager, Human Resources their intention to displace another employee as far in advance as possible but not later than two (2) weeks in advance of their date of lay-off. If the employee does not indicate their intent to displace another employee within this period, they shall be deemed to have opted to be laid off and the provisions of Section 17.12 shall not apply.

17.10 Where the employee chooses not to exercise their rights under Section 17.8, they shall be laid off and the provisions of Section 17.12 shall not apply.

17.11 An employee who is displaced by an employee who exercises their rights under Section 17.8 shall be declared surplus and the provisions of Article 17 shall apply.

Re-training

17.12.1 Effective March 16, 1987, where a surplus employee has not been assigned to a vacancy in accordance with Section 17.4 and no displacement is possible under Section 17.8.1 and the employee is within the two (2) week period prior to their date of lay-off, they shall be assigned on a retraining basis to a vacancy in the bargaining unit, subject to the following conditions:

- (a) Such assignments shall be made on the basis of seniority;
- (b) Such assignments shall be made during the two (2) week period prior to the employee's date of lay-off, where, based on information in its records or as provided by the Union or the surplus employee, the Employer determines that the employee has transferable skills which would enable the employee to meet the normal requirements of the work of the vacancy within a maximum retraining period of twenty-five (25) days;
- (c) Such assignments shall be limited to a class which has a salary maximum no greater than the maximum of the surplus employee's current class and Section 5.4 of Article 5 (Pay Administration) shall not apply;
- (d) Where a surplus employee is assigned to a vacancy in accordance with 17.12.1 their date of lay-off shall be extended to accommodate the retraining period, up to a maximum of twenty-five (25) days;
- (e) A surplus employee who has been assigned to a vacancy in accordance with 17.12.1 shall have no rights under Sections 17.4 or 17.8 following their original date of lay-off;
- (f) If, at the end of the retraining period, the surplus employee meets the normal requirements of the vacancy to which they have been assigned, they shall be confirmed in that vacancy;
- (g) If, at the end of the retraining period, the surplus employee does not meet the normal requirements of the vacancy to which they have been assigned, they shall be laid off without any additional notice under Section 17.2.1.

17.12.2 In 17.12.1 (b) and (d), days shall include all days exclusive of Saturdays, Sundays and designated holidays.

17.12.3 A surplus employee who does not accept an assignment in accordance with 17.12.1 shall be laid off.

17.12.4 Where an employee has been assigned under **17.12.1** to a vacancy in a class with a salary maximum lower than the salary maximum ~~of~~ the class they held immediately prior to such assignment ~~and~~ subsequently ~~is~~ laid off in accordance ~~with 17.12.1 (g)~~, any termination payments to which they may be entitled under Article **40** (Termination Payments) **shall** be based on the salary they **were** receiving immediately prior to **the** assignment under **17.12.1**.

17.12.5 The assignment of a surplus employee to a vacancy in accordance with Section **17.4** shall have priority over an assignment under **17.12.1**.

17.13 An assignment under this Article shall not be considered a promotion or a demotion,

17.14 ~~Where~~ an employee has been identified as surplus, reasonable time off with **no loss** of pay and with **no loss** of credits shall be granted to attend scheduled interviews for positions, provided that the time off does not unduly interfere with operating requirements.

Entitlement upon Lay-off

17.15.1 Where an employee, who having exercised all their rights under this article, is laid off, s/he shall be entitled to external career counselling up to a maximum of eight hundred dollars (\$800). The employee shall, in addition, be entitled to receive two **(2)** weeks salary for each year of continuous service to a maximum of twelve **(12)** weeks pay, ~~The~~ employee shall maintain their recall right: under Article **17.16.1** of this agreement,

17.15.2 Where an employee resigns within one **(1)** month after receiving lay-off notice, s/he shall be entitled to a separation allowance of two **(2)** weeks' salary for each year of continuous service to a maximum ~~of~~ twelve **(12)** weeks pay, plus on production of receipts from a career counselling program or an approved educational program, within ~~twenty-four (24) months of~~ resignation, may be reimbursed for costs up to a maximum of one thousand, five hundred dollars **(\$1,500)**.

Appointment to Vacancy after Release

17.16.1 Effective January **1, 1992**, where a person who, prior to release, had completed at least nine **(9)** months of continuous service, has been released and a position becomes vacant in the M.T.H.A. within eighteen **(18)** months after their release, notice of the vacancy **shall** be forwarded to the person at least fourteen **(14)** days prior to ~~the~~ closing date of the competition and they shall be appointed to the vacancy if:

- (a) they apply therefore within the fourteen **(14)** days, and
- (b) they are qualified to perform the required duties, and
- (c) no other person who **is** qualified to perform the required duties and who has a greater length of continuous service applies for the vacancy pursuant to this subsection.

17.16.2 Appointment under **17.16.1** shall be limited to a class which has a salary maximum no greater than the maximum of the class the person held when identified **as a surplus** employee and Section **5.4** ~~of~~ Article **5** (Pay Administration) shall not apply.

- 17.16.3 A person shall lose their rights under 17.16.1 when:
- (a) they do not attend a placement interview when requested **by** the Employer; **or**,
 - (b) they do not accept an appointment in accordance with 17.16.1; **or**,
 - (c) having accepted an appointment in accordance with 17.16.1, they fail to report for duty within two (2) weeks of receiving written notice of **the** appointment.
- 17.16.4 The assignment of a surplus employee to a vacancy in accordance with Sections 17.4 or 17.12 shall have priority over an appointment under 17.16.1.
- 17.16.5 Where an employee who has been released **is** reappointed under this Article to **the** same position or a position having the same classification as **the** position which they occupied immediately prior to their release, they shall **be** reappointed at a rate within the salary range applicable to the position equivalent to the rate at which they were paid immediately prior to their release.
- 17.16.6 Where a person who has been released **is** appointed under this Article to a position in a classification that **is** not the same **as** the classification of the position which **they** occupied immediately prior to their release, they shall **be** appointed at a rate within the salary range applicable to the position commensurate with their qualifications **and** experience, including previous relevant public service.
- 17.17 It **is** understood that when it **is** necessary to assign surplus employees **or** appoint persons in accordance with this Article, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply.

Technological Change

- 17.18.1 Effective March 16, 1987, where it **is** necessary to release an employee who has completed their probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall **be** given to the employee affected and to the Union.

Joint Consultation

- 17.18.2 The matter will then be referred to the joint consultation committee of the parties to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the employer action required to be taken.

ARTICLE 18 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

- 18.1 An employee's length of continuous service will accumulate upon completion of a probationary **period** of not more than nine (9) months retroactive to **the** date of appointment to the position or the employee's continuous service date at Metropolitan Toronto Housing Authority, or other Housing Authorities, or any Provincial Ministry, whichever **is** greater.

"Unbroken Service" is that which is not interrupted by separation, and "full-time" is continuous employment as set out in the hours of work schedules for the appropriate classifications.

- 18.2** Where an employee has been released in accordance with Article 17, Job Security, and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.
- 18.3** Continuous service shall be deemed to have terminated if:
- (a) an employee resigns or retires; or
 - (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
 - (c) an employee is absent without leave in excess of ten (10) consecutive working days; or
 - (d) an employee is released in accordance with Article 17, Job Security, and remains released for more than two (2) years.

ARTICLE 19 - CLOSURE/REORGANIZATION/CONTRACTING OUT

- 19.1** In the event that it is necessary to permanently shut down a building, an operation or any other facility at any location, or where a reorganization, relocation or contracting-out of an operation in whole or in part is to occur, which will result in twenty (20) or more surplus employees in a location,
- a) affected employees shall receive as much notice as possible, but in any case shall be notified of the imminent reorganization, shut down or contracting-out not later than ninety (90) days in advance of the proposed reorganization, shut down, relocation or contracting-out, and
 - b) The President of the Union shall be notified of the reorganization, relocation, shut down, or contracting-out at least sixty (60) days prior to notification to affected employees.
- 19.2** Where the closing of a facility, relocation or contracting-out may result in surplus employees or where a reorganization results in a surplus of twenty (20) employees or more in a location, a committee shall be formed by the parties to provide for consultation and cooperation in order to minimize the adverse effects upon employees who have been identified as surplus to requirements.
- 19.3** The Union may be represented by up to three (3) employees at the location involved, and in addition, a Local Union Steward or Union Staff Representative, and the Employer agrees to grant leave with no loss of pay and with no loss of credits for these employees to attend committee meetings.

ARTICLE 20 - GRIEVANCE PROCEDURE

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

20.2.1 An employee who believes they have **a** complaint or a difference shall first discuss **the** complaint or difference with their supervisor within twenty (20) days of first becoming aware of the complaint or difference.

20.2.2 **If** any complaint or difference **is** not satisfactorily settled by the supervisor within seven (7) days of the discussion, **it** may **be** processed within **an** additional ten (10) days in the following manner:

Stage one

20.3.1 Employees **may** file a grievance in writing with their supervisor. The supervisor shall give the grievor their decision in writing within ten (10) days of the submission of **the** grievance.

Stage two

20.3.2 If the grievance is not resolved under Stage One, the employee may submit the grievance to the General Manager, Metropolitan Toronto Housing Authority, **or** designee within ten (10) days of the date that they received the decision under Stage One. **In** the event that no decision in writing is received in accordance with the specified time limits in Stage One, **the** grievor may submit the grievance to the General Manager or designee within ten (10) days of the date that the supervisor was required to give their decision in writing in accordance with Stage One.

20.3.3 The General Manager or designee shall hold **a** meeting with the employee within fifteen (15) days of the receipt **of** the grievance and shall give the grievor their decision in writing within ten (10) days of the meeting.

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Arbitration

20.4 If the grievor **is** not satisfied with the decision of the General Manager or designee **or** if they did not receive the decision within the specified time the grievor may **apply** to the Grievance Settlement Board for a hearing of the grievance within fifteen (15) days of the date they received the decision or within fifteen (15) days **of** the specified time limit for receiving the decision.

General

- 20.5 The employee, at their option, may be accompanied and represented by an employee representative at each stage of the grievance procedure.
- 20.6.1 An employee who is a grievor or complainant and who makes application for a hearing before the Grievance Settlement Board or the Public Service Labour Relations Tribunal shall be allowed leave-of-absence with no loss of pay and no loss of credits, if required to be in attendance by the Board or Tribunal.
- 20.6.2 An employee who has a grievance and is required to attend meetings at Stage One and Two of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 20.6.3 This section shall also apply to the Union Steward who is authorized to represent the grievor. Before leaving the place of employment for the purpose of dealing with a complaint or a potential grievance, the Union Steward shall notify their supervisor. Permission to leave shall not be unreasonably denied.
- 20.6.4 The Union shall advise the Employer in writing of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every six (6) months.

Lay-off

- 20.7 Where an employee files a grievance claiming improper layoff and the grievance is referred to the Grievance Settlement Board in accordance with 20.4, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.

Dismissal

- 20.8.1 Any probationary employee who is dismissed or released shall not be entitled to file a grievance.
- 20.8.2 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided they do so within twenty (20) days of the date of the dismissal.



Insured Benefits Grievance

- 20.9.1 Where employees have a complaint that they have been denied benefits pursuant to the Insured Benefits plans specified in Articles 30, 31, 32, 33, and 44, they shall first discuss the complaint with their supervisor within twenty (20) working days of first becoming aware of the complaint.
- 20.9.2 (a) If the complaint is not satisfactorily resolved by the supervisor within ten (10) working days of the discussion, the employee may refer the complaint, in writing, to the Metropolitan Toronto Housing Authority Employee Services Administrator within an additional ten (10) days.

- (b) Any referral to the M.T.H.A. Employee Services Administrator **under 20.9.2 (a)** shall include a release of information form (Appendix B) completed, signed and dated **by** the employee.
- (c) The M.T.H.A. Employee Services Administrator shall consider **the** complaint and shall give the employee a decision in writing within sixty (60) days of receipt of the complaint.

20.9.3

- (a) **If** the complaint **is** not satisfactorily resolved **under 20.9.2**, **the** employee may file a grievance in writing with the General Manager or designee **within ten (10) working days** of the date they **received the** decision **under 20.9.2 (c)**. **In** the event that no decision in writing **is** received in accordance **with the** specified time limits in **20.9.2 (c)**, the **grievor may** submit the grievance to **the** General Manager or designee, **within ten (10) working days of the** date that **the** M.T.H.A. Employee Services Administrator was required to give their decision in writing in accordance with **20.9.2 (c)**.
- (b) **A** submission of the grievance to the General Manager or designee under this section shall be considered to be the second stage of the grievance procedure for the purpose of this Article.

Sexual Harassment

20.10.1

All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by their employer or agent of the employer or by another employee. Harassment **means** engaging in a **course of vexatious** comment or conduct that **is** known or ought reasonably to be known to be unwelcome.

20.10.2

Every employee covered by this Collective Agreement has a right to be free from:

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny **a** benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where **the** reprisal is made or threatened by a person in **a** position to confer, grant or deny a benefit or advancement to the employee.

20.10.3.1

The time limits set out in Section **20.2.1** do not **apply** to complaints under this Article, provided that the complaint **is** made within a reasonable time of the conduct complained of, having regard to all the circumstances.

20.10.3.2

Where, at any time either before the making of a complaint or the filing of a grievance under Article 20, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 20 shall **be** suspended until the employee **is** given notice in writing of **the** results of the investigation.

20.10.3.3

Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral

complaint or written grievance which **is** expressed in Article 20 to be presented to **the** supervisor may be presented directly to the General Manager, or the General Manager's designee, or any person appointed by **the** General Manager specifically to deal with complaints or grievances under this provision. **It is** agreed that **the** designee assigned will not be a person who is the subject of the complaint giving rise to **the** grievance.

20.10.4 Where it appears to the Grievance Settlement Board that an employee who is a **grievor** under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the Grievance Settlement Board may, **as it sees fit**, adjourn the grievance, stay the grievance, or dismiss **the** grievance.

20.10.5 An employee who makes a complaint under this Article **may** be accompanied and represented **by** an employee representative at **the** time **of** the discussion of **the** complaint, at each stage of **the** grievance procedure, and in the course of **any** investigation established by the Employer under any staff relations policy.

Classification Grievances

20.11.1 An employee who alleges that their position is improperly classified may discuss their claim with their immediate supervisor at any time provided that such discussions shall not be taken into account in the application of the time limits set out in Article 20, (Grievance Procedure). An employee, however, shall have the right to file a grievance in accordance with **the** grievance procedure specifying in their grievance what classification they claim.

20.11.2 In the case of any grievance filed under the above section, the authority of the Grievance Settlement Board shall be limited to:

- (a) confirming that **the** grievor is properly classified in an existing classification, or
- (b) finding that **the** grievor would be properly classified in the job classification which was claimed in **the** grievance.

20.11.3 The Employer upon written request either **by** the employee or by the Union **shall** make available all information and provide copies of all documents which are relevant to the grievance or may be used by the Employer in the presentation of the case before the Grievance Settlement Board.

Union Grievance

20.12 Where any difference between the Employer and Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second stage of the grievance procedure provided it does **so** within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

General

20.13 Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

- 20.14 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 20.15 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 20.16 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

Disciplinary Record

- 20.17 At the request of the employee, any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offenses for the past three (3) years.

Expedited Arbitration Procedure

- 20.18 Notwithstanding the provisions of this Article and the Crown Employees Collective Bargaining Act (CECBA), regarding the arbitration procedure, the parties agree to the following process for expediting the hearing and decisions of certain grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in CECBA will apply, amended as necessary in order to accommodate this Article.
- 20.18.1 Any outstanding grievance may be referred by mutual consent to an expedited hearing.
- 20.18.2 Once the Grievance Settlement Board has been apprised of the parties' wish to expedite a hearing the Board will schedule a hearing before a single arbitrator (Vice Chair) within thirty (30) days from the receipt of such a request.
- 20.18.3 Once a hearing date has been set the Board will make available to the parties a settlement officer who shall meet with the parties if requested and endeavour to effect a settlement.
- 20.18.4 If the matter is not settled or if an officer has not met with the parties at least fourteen (14) days prior to the hearing the parties will prepare a joint statement at least seven (7) days prior to the hearing date.

If the parties cannot agree on a joint statement of facts the party with the onus of proof will submit to the arbitrator its statement of facts and issues in dispute no later than seven (7) days prior to the hearing with a copy to the opposing party at the same time.

The opposing party shall prepare a response outlining its opinion of the facts and issue(s) in dispute. This response must be sent to the arbitrator no later than three (3) days prior to the hearing with a copy to the other party.

The parties will have the opportunity to present further evidence and to make any necessary representations.

- 20.18.5** In arriving at a decision the arbitrator shall be limited to the consideration of issues outlined in the statement of facts referred to in sub-section **20.18.4** above.
- The arbitrator shall not in any way amend, modify, extend or change any provision of the Collective Agreement.
- 20.18.6** It is agreed that the parties shall have the services of an arbitrator for the full day and if more than one case is to be heard the process set out in **20.18.4** and **20.18.5** applies to each and every case.
- 20.18.7** In every case the arbitrator shall issue a brief written decision no later than twenty (20) days from the date of the hearing.
- 20.18.8** Decisions reached through this Expedited Arbitration process shall have no precedential value, with the exception of cases dealing with discipline and dismissal.
- 20.18.9** The parties fully endorse this arrangement and through the signing of this agreement request the Chair of the Grievance Settlement Board to modify the present system to accommodate the procedures outlined in this section.

ARTICLE 21 LEAVE - UNION ACTIVITIES

- 21.1** Upon at least fourteen (14) days' written notice by the Union, leave-of-absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.
- 21.2.1** Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations, mediation or arbitration, provided that not more than three (3) employees at any one time shall be permitted such leave for any one set of negotiations.
- Provided, however, the Union may at its discretion require up to three (3) additional members to participate in negotiations, mediation or arbitration who shall be granted leaves-of-absence without pay but with no loss of credits.
- 21.2.2** Members of the Union granted leaves-of-absence under sub-sections **21.2.1** shall also be granted reasonable time off without pay but with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to such negotiations, mediation or arbitration.
- 21.3** At the written request of the Union of at least fourteen (14) days, leave-of-absence without pay but with no loss of credits shall be granted to an employee for the purpose of setting demands for negotiations. It is understood that such meetings will be held on Saturdays or Sundays and that the total time granted for each instance shall not exceed two (2) consecutive days for each employee.
- 21.4.1** (a) Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave-of-absence with no loss of pay and with no loss of credits

shall be granted to an employee elected **as** Executive Board Member & Executive Officer of **the** Union, for the purpose of conducting **the** internal business **affairs** of **the** Union.

(b) On the understanding that leaves requested under (a) will be kept to a minimum.

21.4.2 The Union will advise **the**, Employer in writing **of** the name and location **of** such employee immediately following their election.

21.4.3 **Leave-of-absence** with **no loss** of pay and with **no loss** of credits shall **be** granted to accommodate reasonable travel time.

21.4.4 The Union will reimburse the **MTHA** for the salary paid to the member of **the** Executive Board and the Executive Officer granted leave under this Article.

21.5 The employee shall discuss any required leave with their supervisor at the earliest opportunity.

21.6 All requests for **leave-of-absence** permitted in these sections shall be sent to the General Manager, **M.T.H.A.**. It is understood that leaves requested **by** the Union may be withheld if such leaves unduly interfere with **the** operating requirements of the Employer.

21.7.1 When an employee **is** elected as the Union's President **or** First Vice-president, the Union will, immediately following such election, advise the Employer of the name of the employee **so** elected. **Leave-of-absence** with pay shall be granted **from** the employee's place of employment for the duration of the current term of office;

21.7.2 During the term of such **leave-of-absence**, the Union will reimburse the **M.T.H.A.** for the salary paid to the employee on such **leave-of-absence** and contribute the Employer's share of contributions to the Public Service Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution **to** any prevailing health or other plans applicable **to** the elected employee and pay the costs of attendance credits accumulated during the **leave-of-absence**. The Union will make the employer's contribution for Unemployment Insurance.

21.7.3 On completion of the employee's term of office, the President or First Vice-president may return to their previous employment and service shall be deemed to be continuous for all purposes. Any **leave-of-absence** extending beyond the initial term of office of **the** President or First Vice-president shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial **leave-of-absence**.

21.8.1 Either the President of Local **592** or his/her designee shall be granted **leave-of-absence** with pay and no loss of credits to conduct **the** internal affairs of the Local on the following **basis**:

- a) only the Local President or his/her designee shall be granted such leave;
- b) the leave shall be for a single period of not more than four **(4)** hours every three **(3)** weeks, and unused leave shall not be cumulative;

- c) the leave shall, to the extent possible, be taken at the same time on the same day every three (3) weeks, as **pre-arranged** between the Local President and their supervisor;
- d) the Local President or **his/her** designee shall not, during their period of leave, engage any other employee **during that** employee's working hours, **or** interfere in any manner with **the** conduct of the Employer's business, **or** use any of **the** Employer's equipment and other resources; and
- e) Section **21.4.3** shall not apply. The name of the Local President, social insurance number and work location **shall be** sent to the **Manager of Human Resources in M.T.H.A.** The Union shall provide the name **of** the Local President and pertinent information **as** outlined above as changes are made.

ARTICLE 22 - LEAVE WITHOUT PAY

- 22.1** Leave-of-absence without pay and without the accumulation of credits may **be** granted to an employee **by** the General Manager, **M.T.H.A.** or designate. **The** General Manager or designate, shall not unreasonably deny such requests.

ARTICLE 23 - LEAVE - SPECIAL

- 23.1** Leave-of-absence with pay may be granted for special or compassionate purposes to **an** employee for a period of:
- (a) not more than six (6) months with the approval of the General Manager; and
 - (b) over six (6) months with the approval of the Housing Authority Board.

Self Funded Leave

- 23.2.1** 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 year** and not more that four years.
- 23.2.2** The funds' being deferred will be held in **a** trust account with the financial institution **the** Employer selects, with interest being paid annually. **The** funds will be paid out to the employee on a monthly or lump sum **basis** during the **leave** of absence.
- 23.2.3** Notwithstanding Article **34.2**, during the leave the employee's insured benefits will **be** continued where the employee continues to pay for **his/her** portion.
- 23.2.4** On return from 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 **s/he** had attained when the leave commenced. **If the position** no longer exists **the** employee shall be assigned to a position at the same class and level.

ARTICLE 24 - LEAVE - JURY DUTY

- 24.1 Where an employee ~~is~~ absent by reason of a summons to serve as a juror or a subpoena as a witness, ~~the~~ employee may, at their option:
- (a) treat ~~the~~ absence as leave without pay and retain any fee they receive as a juror ~~or~~ as a witness; or
 - (b) deduct the period of absence from their vacation leave-of-absence credits or their overtime credits and retain any fee they have received as a juror ~~or~~ as a witness; or
 - (c) treat ~~the~~ absence as leave with pay and pay to ~~the~~ Metropolitan Toronto Housing Authority any fee they have received as a juror or as a witness,

ARTICLE 25 - LEAVE - MILITARY SERVICE

- 25.1 The General Manager may grant leave-of-absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of Canadian Forces Reserve training.

ARTICLE 26 - LEAVE CREDITS REPORT

- 26.1 As soon as practicable following the end of each quarter, all employees shall be advised of the number of vacation and sick leave credits to which they are entitled.

ARTICLE 27 - INFORMATION TO NEW EMPLOYEES

- 27.1 New employees shall be advised in writing the name and address of the bargaining agent, and the name and work location of the local union Steward which shall be provided as per Subsection 20.6.4 of Article 20 (Grievance procedure).
- 27.2 The Employer shall supply a copy of the Collective Agreement to all employees.

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ARTICLE 28 - CHANGE OF ADDRESS

- 28.1 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.

PART B - EMPLOYEE BENEFITS AND WAGES

ARTICLE 29 - APPLICATION OF PART B, EMPLOYEE BENEFITS AND WAGES

- 29.1 The benefits described in Articles 30 to 44 and the wage scales as described in Appendix A apply to all Crown Employees in the Metropolitan Toronto Housing Authority Bargaining Unit represented by the Ontario Public Service Employees **Union**.

ARTICLE 30 - BASIC LIFE INSURANCE

- 30.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the **basic** life insurance plan.

- 30.2 The basic life insurance plan shall provide:

- (a) coverage equal to seventy-five percent (75%) of annual salary or ten thousand dollars (\$10,000) whichever is greater;
- (b) where an employee is continuously disabled for a period exceeding six (6) months, the **Employer** will continue to **pay** monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. **Any** premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.
- (c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee **was** insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall **be** at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. **The** Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

- 1) **Any** standard life or endowment plans (without disability or double-indemnity benefits) issued by the Great-West Life Assurance Company.
- 2) **A** one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1 above.
- 3) **A** term to age sixty-five (65) insurance plan.

30.3 The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).

30.4 Basic Life insurance will terminate on the date an employee ceases to be a Crown Employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Public Service Superannuation Fund are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

ARTICLE 31 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

31.1 (a) Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.

(b) The employee's Supplementary Life Insurance provides:

(i) a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee.

(ii) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in sub-section 30.2 (c) of Article 30, Basic Life Insurance.

31.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e. for at least one (1) full day). In the event of a reduction in salary, an employee, at their option, may maintain the insurance coverage at the former higher level.

- 31.3** Supplementary Life Insurance will terminate at the earlier of either the date on which the employee ceases to be an employee or, if the employee continues to be employed after age 65, on the first day of the month coinciding with **or** next following the employee's 65th birthday, except where coverage is provided under total disability, **as** described in **31.1 (b) (i) above**.
- 31.4**
- (a) Employees, **a?** their option, may purchase life insurance **for** dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, **or two** thousand dollars (\$2,000) on the employee's spouse and/or one thousand **dollars (\$1,000) on** each dependent child. The employee pays the **full** premium for this coverage,
 - (b) Dependent Life Insurance will terminate at the earlier of either the date on which the employee ceases to be an employee **or**, if the employee continues to be employed after age 65, the first day of the month coinciding with **or** next following the employee's 65th birthday, **or** the date **a** dependent ceases to be an eligible dependent.
 - (c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured **as** a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) **days** of the date of termination of insurance.
 - (d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution **or** on vacation therefrom, and children 21 years of age and over, mentally or physically infirm and who are dependent.

31.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:

appointment
marriage, **or**
birth or adoption of employee's child

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

ARTICLE 32 - LONG TERM INCOME PROTECTION

- 32.1** The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.
- 32.2**
- (a) The Long Term Income Protection benefit **is** sixty-six and two-thirds percent (66 2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled, reduced

by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workers' Compensation benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age 65.

- (b) Effective January 1, 1992, the L.T.I.P. benefit an employee was receiving on December 31, 1991 will be increased for each employee in accordance with the following Table:

Year in which the employee commenced to receive L.T.I.P. benefit	Monthly Amount
1975	\$425.00
1976	\$365.00
1977	\$350.00
1978	\$270.00
1979	\$200.00
1980	\$115.00
1981	\$ 75.00
1982	\$ 45.00
1983	\$ 40.00
1984	\$ 35.00
1985	\$ 30.00
1986	\$ 25.00
1987	\$ 20.00
1988	\$ 15.00
1989	\$ 10.00
1990	\$ 0.00
1991	\$ 0.00

- (d) Long Term Income Protection benefits commence after a qualification period of six (6) months from the date of the employee becomes totally disabled,

unless the employee elects to continue to use accumulated attendance ~~cred~~ on a day-to-day basis after the **six (6)** month period.

- (e) Total disability means ~~the~~ continuous inability as the result of illness, mental disorder, ~~or~~ injury of the insured employee to perform the essential duties of their normal occupation during the qualification period, and during the **first twenty-four (24)** months of benefit period; and thereafter during ~~the~~ balance of the benefit period, the inability ~~of~~ the employee to **perform** the essential duties of **any** gainful occupation for which the employee **is** reasonably fitted by education, training or experience.

- 32.3** The Employer will continue to make pension contributions and make premium payments for the Dental plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives **or is** qualified to receive **L.T.I.P.** benefits under the plan, unless the employee **is** supplementing a **W.C.B.** award.
- 32.4** **A** record of employment, if required in order to claim Unemployment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 32.5** Long Term Income Protection coverage will terminate on the date **on** which an employee ceases to be **an** employee. If the employee **is** totally disabled on ~~the~~ date the insurance terminates, the employee shall continue to be insured for that disability.
- 32.6** If, within three (3) months after benefits from the **L.T.I.P.** plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, ~~the~~ **L.T.I.P.** benefit approved for the original disability will be reinstated immediately.
- 32.7** If ~~an~~ employee who **is** in receipt of **L.T.I.P.** benefits **is** resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received, When considering rehabilitative employment benefits, **L.T.I.P.** will take into account the employee's training, education and experience.
- The rehabilitative benefit will be the monthly **L.T.I.P.** benefit **less** fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than **twenty-four (24)** months. Rehabilitative employment may be with the Employer or with another Employer.
- 32.8** The **L.T.I.P.** benefits under rehabilitative employment shall be reduced ~~when~~ an employee's total earnings exceed one hundred percent (100%) of their earnings **as** at the date of commencement of total disability.
- 32.9** Employees while on rehabilitative employment with the Metropolitan Toronto Housing Authority will earn vacation credits as set out in Article 35, Vacation and Vacation Credits.
- 32.10** (a) When an employee who has been receiving or was eligible to receive **L.T.I.P.** benefits **is** able to return to full-time employment, the provisions of Article 17, **Job** Security, with the exception of sub-section 17.5 shall apply.

- (b) An employee who is assigned, under this section, to a vacancy in accordance with Sub-sections **17.4**, of Article **17** shall, for a period of six **(6)** months, be paid at the same step they had attained in the salary range of the classification of the position they occupied prior to disability. At the end of that period the employee shall be paid at a rate within the salary range of the classification of the position to which the employee has been assigned.

ARTICLE 33 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

33.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

33.2 Effective January **1, 1992**, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of seventy-five (\$75.00) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

- (a) Charges for accommodation, for employees 65 and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- (b) Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- (c) Charges for private-duty nursing in the employee's home, by a registered nurse who is not ordinarily resident in the employee's home, and who is not related to either the employee or the employee's dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care.
- (d) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licensed and practising within the scope of their licence), to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by O.H.I.P.;
- (e) Charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
- (f) Artificial limbs and eyes, crutches, splints, casts, trusses and braces: seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licensed physician: and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;

- (g) Rental of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500.00);
- (h) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i) Oxygen and its administration.;
- (j) Blood transfusions outside hospital;
- (k) Dental services and supplies, provided by a dental surgeon within a period of twenty-four months following an accident, for the treatment of accidental injury to natural teeth including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medical plan;
- (l) Hearing aids and eye glasses, if required as a result of accidental injury;
- (m) Charges for services of physicians, surgeons and specialists legally licensed to practice medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- (n) Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).

33.3 Effective January 1, 1992, the Employer agrees to pay sixty percent (60%) of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum two hundred dollars (\$200.00) per person in any 24-month period) and the purchase of hearing aids (maximum \$200 per person once only) equivalent to the vision and hearing component of the Blue Cross Extended Health Care Plan.

33.4 it is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or their dependent is confined to hospital on the date their Supplementary Health and Hospital insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date their dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

33.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives their last pay from the Employer, except as provided in Section 32.3 of Article 32, long Term

Income Protection. If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel section. **The employee shall pay the full premium.**

ARTICLE 34 - INSURED BENEFITS PLANS - GENERAL

Commencement of coverage

- 34.1** Employees will be insured for Basic Life Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective upon the completion of two (2) months of employment.

Coverage During Leave-of-absence Without Pay

- 34.2** During leaves-of-absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through the M.T.H.A. Human Resources or Payroll Section.

Days of Grace

- 34.3** There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

ARTICLE 35 - VACATIONS AND VACATION CREDITS

- 35.1** Effective January 1, 1992, an employee shall earn vacation credits at the following rates:
- (a)** One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
 - (b)** One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
 - (c)** Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
 - (d)** Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service.

- 35.2** An employee is entitled to vacation credits under section **35.1** in respect of a month or part thereof in which the employee is at work or on leave with pay.
- 35.3** An employee is not entitled to vacation credits under section **35.1** in respect of a whole month in which the employee is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.
- 35.3.2** Where an employee is absent by reason of an injury or industrial disease for which an award is made under the Workers' Compensation Act, the employee shall accrue vacation credits only for the period during which they are in receipt of salary in accordance with Article **41.2**.
- 35.4** An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year.
- 35.5** An employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 35.6** On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until they have completed six (6) months of continuous service.
- 35.7** An employee with over six (6) months of continuous service may, with the approval of the Employer, take vacation to the extent of their vacation entitlement and their vacation credits shall be reduced by any such vacation taken.
- 35.8** Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to their accumulated vacation entitlement.
- 35.9** An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which they attain sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which they attain the age of sixty-five (65) years.
- 35.10** Where an employee leaves prior to the completion of six (6) months service as computed in accordance with section 35.6, the employee is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of their employment.
- 35.11** An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to their credit at the date they cease to be an employee, or at the date they qualify for payments under the Long Term Income Protection Plan as defined under Article 32, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 35.12** An employee who has completed their probationary period shall, upon giving at least one (1) month written notice receive, before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:

- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
- (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the one (1) month period immediately preceding commencement of their vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;
- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.

ARTICLE 36 - HOLIDAYS

36.1 An employee shall be entitled to the following holidays each year:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

36.2 When a holiday specified in section 36.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

ARTICLE 37 - BEREAVEMENT LEAVE

37.1 Employees shall be allowed up to three (3) consecutive working days leave-of-absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

37.2 An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of their aunt, uncle, niece or nephew.

37.3 In addition to **the** foregoing, an employee **may be** allowed up to **two (2)** days **leave-** absence without pay **to** attend **the** funeral of a relative listed in Sections **37.1** and **37.4** above if **the** location of the funeral is greater than eight hundred kilometres (**800 km.**) from **the** employee's residence.

ARTICLE 38 - PREGNANCY/PARENTAL LEAVE

38.1 Pregnancy leave **is a** leave of absence without pay for a period of seventeen (**17**) weeks **by** reason **of** the employee's pregnancy.

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

- (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**.

38.2 The leave-of-absence shall be in accordance with the provisions of The Employment Standards Act, **as** amended **by** the Employment Standards Amendment Act (Pregnancy Leave), 1990.

38.3.1 An employee entitled to Pregnancy/Parental leave under **this** Article, who **provides** the Employer with proof that they have applied for and are eligible to receive unemployment insurance benefits pursuant to Section **30**, Unemployment Insurance Act, 1971, shall **be** paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

38.3.2 In respect of the period of Pregnancy/Parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (**2**) weeks, payments equivalent to **ninety-three** percent (93%) of the actual weekly rate of pay for the classification, which the employee was receiving on **the** last, day worked prior to **the** commencement of the pregnancy/parental leave, and
- (b) **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 for **the** classification, which the employee was receiving on the last day worked prior to the commencement of the pregnancy/parental leave.

38.3.3 Notwithstanding **38.3.2** (a) and (b), where an employee assigned to a vacancy in accordance with Article **12.6.2** (Health and Safety - VDT's) is eligible to receive an allowance under this Article, and the salary rate the employee was receiving on **the** last day worked prior to **the** pregnancy leave **is less** than the salary rate the employee was receiving on the last day worked prior to the assignment, the allowance shall **be** based

on the actual weekly rate of pay for the classification which the employee was receiving on the last day worked prior to the assignment.

38.4.1 For those employees other than probationary employees, seniority continues to accrue during pregnancy leave or parental leave. Absence on pregnancy leave or parental leave shall be considered as service for the purpose of entitlement to increased vacation under Articles 35.1.2.

38.4.2 Notwithstanding Article 34.2 (Insured Benefits Plan-General), during pregnancy leave or parental leave, the Employer shall continue to participate in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection and the Dental Plan unless the employee elects in writing not to do so.

Extended Parenting Leave

38.5 If requested, in writing, at least four (4) weeks prior to the date of expiry of the pregnancy/parental leave, an employee shall be entitled to a leave-of-absence without pay but with accumulation of credits for not more than eight (8) weeks.

38.6.1 An employee returning from a leave-of-absence under section 38.1 or 38.5 shall be assigned to their former classification and be paid at the step in the salary range that the employee had attained when the leave-of-absence was granted.

38.6.2 Notwithstanding Article 38.6.1, an employee who has been assigned in accordance with Article 12.6.2 and who returns from a leave-of-absence under this Article, shall be assigned to a position in the same classification as the position they occupied immediately prior to the assignment under Article 12.6.2 and be paid at the step in the salary range that they had attained immediately prior to the assignment under Article 12.6.2.

38.7 Notwithstanding 38.3.2 (a) and (b), and 38.3.3, effective January 1, 1984, the Supplemental Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy/parental leave, including any retroactive salary adjustment to which the employee may become entitled.

ARTICLE 39 - SHORT-TERM SICKNESS PLAN

39.1 An employee who is unable to attend to their duties due to sickness or injury is entitled to leave-of-absence with pay as follows:

- (a) with regular salary for the first six (6) working days of absence
- (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence in each calendar year.

- 39.2 An employee is not entitled to **leave-of-absence** with pay under Section **39.1** of Article until they have completed **twenty (20)** consecutive working days of employment.
- 39.3 Where an employee is on a **sick leave-of-absence** which commences **in** one calendar year and continues into **the** following calendar year, the employee **is not** entitled to **leave-of-absence** with pay under section **39.1** of this Article **for** more than one hundred and **thirty (130)** working days in **the two (2)** years until **they** have returned to work for twenty (20) consecutive working days.
- 39.4 An employee who **has used leave-of-absence with pay for** one **hundred and thirty (130)** working days in a calendar year under section **39.1** of this Article **must** complete twenty (20) consecutive working days before **being** entitled to further leave under section **39.1** in the next calendar year.
- 39.5 The pay of **an** employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. **The Employer-paid** portion of all payments and subsidies will continue to be made.

Use of Accumulated Credits

- 39.6 An employee on **leave-of-absence** under sub-section **39.1 (b)** of this Article may, **at** their option, have **one-quarter (1/4)** of a day deducted from their accumulated credits (attendance, vacation or overtime credits) **for** each such day of absence and receive regular pay.
- 39.7 An employee who is absent from their duties due to sickness or injury beyond **the** total number of days provided for in section **39.1** of **this** Article shall have their accumulated attendance credits reduced by a number of days equal to such absence and shall receive regular pay for that period.
- 39.8 Section **39.7** does not apply to **an** employee when they qualify for and elects to receive benefits under the Long **Term** Income Protection Plan.
- 39.9 Where, for reasons of health, an employee **is** frequently absent or unable to perform their duties, **the** Employer may require him to submit to a medical examination **at** the expense of the Employer.
- 39.10 After five (5) days' absence caused **by** a sickness, no leave with pay shall be allowed **unless** a certificate of a legally qualified medical practitioner **is** forwarded to the employee's immediate supervisor certifying that the employee is unable to attend **to** their official duties.
- Notwithstanding this provision, where it is suspected that there **may** be an abuse of sick leave, the employer may require an employee to submit **a** medical certificate for a period of absence of **less** than five (5) days.
- 39.11 Employees returning from L.T.I.P. to resume employment in accordance with Article **32.10** must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

39.12 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation ~~leave-of-absence~~ or any ~~leaves~~ without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding **the above, where** an employee is unable to attend to their duties due to sickness or **injury, the** days worked before and after such absence shall not ~~be~~ considered consecutive.

Attendance Review Meetings

39.13 Where **an** employee ~~is~~ interviewed by **a** member **or** members **of** management in respect **of** the employee's record of attendance at work, no evidence **of** that interview or **of** the particular aspects **of the** attendance record upon which **that** interview was based shall be admissible before **the** Grievance Settlement Board in **the** arbitration **of a** disciplinary grievance unless **the employee** was given reasonable notice of the interview and **of** the right to have union representation at that interview, and the employee either had such union representation or declined that representation in writing prior to **the** interview.

ARTICLE 40 - TERMINATION PAYMENTS

40.1 An employee whose seniority commences from a date prior to January **1, 1970** and who ceases to be an employee **is** entitled to be paid an amount in respect of their accumulated attendance credits for continuous service **up** to and including March **31, 1978** in an amount computed **by** multiplying half of the number of days of their accumulated attendance credits at the date they cease to be an employee by the annual salary **at** the date they **cease to be** an employee and dividing the product by **261**. For the period from April **1, 1978**, the benefits described under Section 40.4 shall apply.

40.2 Notwithstanding section **40.1**, an employee whose seniority commences from a date on or after October **1, 1965** and before January **1, 1970** **who** ceases to be an employee because of:

(a) death;

(b) retirement pursuant to,

(i) the attainment of age **65**, or

(ii) section 12 or 18 **of The** Public Service Superannuation Act; or

(c) release **from** employment due to shortage of work or funds or the abolition **of a** position or other material change in organization,

is entitled to receive, for continuous service up to and including March **31, 1978**.

(d) severance pay equal to one-half (1/2) week **of** salary for each year of continuous service before January **1, 1970** and one (**1**) week of salary for each year of continuous service from and including January **1, 1970**; or

- (e) the amount in respect of their accumulated attendance credits computed accordance with Section 40.1

whichever is the greater, but the employee is not entitled to receive both of these benefits.

For the period from April 1, 1978, the benefits described under section 40.4 shall apply.

40.3

An employee whose seniority commences from a date on or after January 1, 1970 is entitled to severance pay for each year of continuous service up to and including March 31, 1978,

- (a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,

- 1) the attainment of age 65, or
- 2) section 12 or 18 of The Public Service Superannuation Act, or
- (iii) release from employment due to shortage of work or funds or the abolition of a position or other material change in organization,

in an amount equal to one (1) week of salary for each year of service, or

- (b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,

- (i) dismissal for cause, or
- (ii) abandonment of position,

in an amount equal to one (1) week of salary for each year of continuous service.

For the period from April 1, 1978, the benefits described under section 40.4 shall apply.

40.4

An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to,

- 1) the attainment of age 65, or
- 2) section 12 or 18 of The Public Service Superannuation Act, or

(iii) release from employment due to shortage of **work** funds or abolition of a position or other material change in organization,

or

(b) who has completed a **minimum** of five (5) years of continuous service and who ceases to **be** an employee for any reason other than,

- (i) dismissal for cause, or
- (ii) abandonment of position,

is entitled to severance pay for continuous service from and after the implementation date of the Short Term Sickness Plan equal to one (1) week of **salary** for each year of service.

40.5 An employee on probationary staff, other than an employee whose seniority commences **from** a date prior to January 1, 1970, is not entitled to severance pay under sections **40.2, 40.3** or **40.4**.

40.6 (1) The total of **the** amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary **of** the employee at **the** date when they cease to be an employee.

(2) The calculation of severance pay of an employee **shall be based** on the regular salary **of** the employee at the date when they cease to be an employee.

(3) where a computation for severance pay involves pay of a year, the computation of that part shall be made on a monthly basis, and,

(a) any part of a month that is less than fifteen (15) days **shall be** disregarded; and

(b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

40.7 For purposes of determining qualification for severance pay and the amount **of** severance pay to which an employee is entitled, an employee's continuous service shall not include any period:

(a) when **the** employee is on leave-of-absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in his service, i.e.:

- (1) Political Activity
- (2) Lay-off (Article 17, Job Security)
- (3) Educational Leave

(b) when the employee is receiving benefits under the Long Term Income Protection Plan:

(c) after the first six (61) months that the employee is receiving benefits pursuant to an award under The Worker's Compensation Act, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

40.8 An employee may receive only one (1) termination payment for a given period of service.

40.9 Notwithstanding section 40.8, an employee who has been released in accordance with Article 17 (Job Security), and who is subsequently re-appointed in accordance with Section 18.2 of Article 18 (Seniority), may, at their option, repay any termination payments received under this Article to the Metropolitan Toronto Housing Authority, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

ARTICLE 41 -WORKERS' COMPENSATION

41.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under The Workers' Compensation Act, their salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which the employee is entitled under Sections 39.1 and 39.6 of Article 39, Short Term Sickness Plan, shall be an amount owing by the employee to the employer.

41.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under The Workers' Compensation Act, their salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against their credits.

41.3 Where an award is made under The Workers' Compensation Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in section 41.2 and the employee has accumulated credits, their regular salary may be paid and the difference between the regular salary paid after the period set out in Section 41.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.

41.4 Where an employee receives an award under The Workers' Compensation Act, and the award applies for longer than the period set out in Section 41.2 (i.e. three (3) months), and the employee has exhausted all attendance credits, the Employer will continue subsidies for Basic Life, L.T.I.P., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

ARTICLE 42 - SPECIAL AND COMPASSIONATE LEAVE

- 42.1** The General Manager or designee may grant an employee **leave-of-absence** with pay for not more than three (3) days in a year upon special or compassionate grounds.
- 42.2** The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 43 - ENTITLEMENT ON DEATH

43.1 Where an employee who has served more than **six (6)** months dies, there shall be paid to the employee's personal representative or, if there is no personal representative, to such person as the employer determines, the sum of,

- (a) **one-twelfth (1/12)** of the employee's annual salary; and
- (b) the employee's salary for the period of vacation **leave-of-absence** and overtime credits that have accrued.

43.2 Where an employee dies, there shall be paid to the employee's personal representative or, if there is no personal representative, to such person as the **Employer** determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 40, Termination Payments.

Any severance pay to which an employee is entitled shall **be** reduced by the amount equal to **one-twelfth (1/12)** of the employee's annual salary.

ARTICLE 44 - DENTAL PLAN

44.1 **Benefits**

- (a) **This** plan provides for basic dental care equivalent to the **Blue Cross** Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings; extractions and anaesthesia services. **This** plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or **complete** dentures).
- (b) (i) Payments under the **plan** will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.
- (ii) Effective June 26, 1992, the Employer shall **pay** the full premiums under this plan on the basis of eighty five percent/fifteen percent (85%-15%) co-insurance. The employee **shall** pay the cost of dental

care directly and the carrier shall reimburse **the** employee eighty percent (85%) based on the current Ontario Dental Association Schedule of Fees.

- (c) Effective June 26, 1992, **the** Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to dentures, **with** benefits equivalent to Rider 2 of **the** Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%-50%) co-insurance up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and **each** eligible dependent.
- (d) Except for benefits described under Section 44.2, eligible dependents shall include **spouse**, unmarried children under 21 years of **age**, unmarried children between 21 and 25 years of age and in full-time attendance **at** an educational institution **or** on vacation therefrom, and children 21 years of **age** and over, mentally or physically infirm and who are dependent.

44.2 Effective June 26, 1992, **the** Employer agrees to pay one hundred percent (100%) of the monthly premium, for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue **Cross** Plan on **the** basis of fifty percent/fifty percent (50%-50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, **up** to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.

44.3 Effective June 26, 1992, the Employer agrees to pay **one** hundred percent (100%) of the monthly **premiums** for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of the dental care **directly** and the carrier shall reimburse the employee forty percent (40%) based on the current Ontario Dental Association Schedules of Fees, **up** to a maximum benefit of one thousand dollars (\$1,000.00) per year for the insured employee and each eligible dependent:

Eligibility

44.4 **Employees** are eligible *for* coverage on the first day of the month following the month in which **the** employee has completed two (2) months of continuous service.

Cancellation

44.5 All coverage under this plan will cease on the date of termination of employment.

PART C - GENERAL

ARTICLE 45 - NEGOTIATIONS

45.1 The Employer and the Union agree to share equally the cost of printing the collective agreement and the cost of meeting rooms used during negotiations.

ARTICLE 46 - TERM OF AGREEMENT

46.1 The Agreement covers the period from January **1, 1992** until December **31, 1993**. The effective date of any changes to the terms of this agreement from the previous Agreement, unless, otherwise indicated, shall be from the date of the signing of the Statement of Intent, June **30, 1992**.

The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement, in accordance with Section 22 of the Crown Employees Collective Bargaining Act, 1980, Chapter 108.

DATED AT TORONTO THIS ____ DAY OF _____ 1994.

FOR THE EMPLOYER

FOR THE UNION

[Handwritten signature]

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1992/1993

APPENDIX 'A'

POSITION/CLASSIFICATION

WAGE SCALE

ADMINISTRATION

Welfare Field Worker 1 Annual Increments Schedule 3/7	Priority Assessment Worker Rates effective Jan 1/92 Jan 1/93	632.31 645.68	650.20 663.75	669.01 682.75	687.75 701.68	708.01 722.14	
Purchasing Officer 1 Annual Increments Schedule 3	Purchasing Officer Rates effective Jan 1/92 Jan 1/93	639.12 652.56	655.76 669.37	674.68 688.48	694.39 708.38	714.75 728.95	
Assistant Property Manager Annual Increments Schedule 6	Assistant Property Manager Rates effective Jan 5/92 Jan 1/93	635.28 721.55	656.87 743.35	678.48 765.18	700.11 787.02	720.80 807.92	
Community Development Off. 1 Annual Increments Schedule 6	Recreation Co-Ordinator Rates effective Jan 1/92 Jan 1/93	645.06 698.07	663.14 716.33	681.42 734.80	709.34 754.92	722.73 776.52	744.19 798.19
Drafter 2 Annual Increments Schedule 3/7	Drafter Rates effective Jan 1/92 Jan 1/93	636.40 649.81	653.89 667.48	671.44 685.20	690.21 704.16	709.62 723.77	
Information Officer 2 Annual Increments Schedule 3	Communications Officer Rates <i>effective</i> Jan 1/92 Jan 1/93	771.90 786.67	795.05 810.05	819.59 834.84	845.54 861.05	872.29 888.06	

Welfare Field Worker 2	Special Needs Officer :					
Annual increments	Rates effective					
Schedule 3/7	Jan 1/92	702.88	723.49	745.67	767.86	789.98
	Jan 1/93	716.96	737.77	760.18	782.59	804.93
Financial Officer 1	Staff Accountant					
Annual Increments	Rates effective					
Schedule 6	Jan 1/92	688.48	713.56	737.71	763.76	791.64
	Jan 1/93	702.41	727.75	752.14	778.45	806.61
Purchasing Officer 2	Senior Purchasing Officer					
Annual Increments	Rates effective					
Schedule 3	Jan 1/92	733.68	755.55	777.46	800.74	825.48
	Jan 1/93	773.44	795.53	817.66	841.17	866.16
Systems Officer 1	Systems Support Officer					
Annual Increments	Rates effective					
Schedule 6	Jan 1/92	700.82	722.33	745.30	768.33	792.75
	Jan 1/93'	714.88	736.60	759.80	783.06	807.73
Systems Officer 2	Client Support Analyst					
Annual Increments	Rates effective					
Schedule 6	Jan 1/92	781.26	807.15	832.99	867.54	903.43
	Jan 1/93	796.12	822.27	848.27	883.27	919.51
Social & Community Service Worker	Community Relations Worker					
Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	733.51	756.09	780.40	804.71	828.97
	Jan 1/93	747.89	770.70	795.25	819.81	844.31
Services Officer 1	Architectural Technologist					
Annual Increments	Assistant to Maintenance Manager					
Schedule 3/7	Rates effective					
	Jan 1/92	862.17	889.71	918.87		
	Jan 1/93	877.84	905.66	935.11		

OFFICE ADMINISTRATION

Level 1						
Semi-Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	13.93	14.19	14.48	14.78	15.09
	Jan 1/93	14.26	14.53	14.82	15.12	15.44
Level 2						
Semi-Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	14.15	14.45	14.74	15.06	15.38
	Jan 1/93	14.49	14.79	15.08	15.41	15.73
Level 3						
Semi-Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	14.45	14.74	15.07	15.38	15.73
	Jan 1/93	14.79	15.08	15.42	15.73	16.08
Level 4						
Semi-Annual Increments to	Rates effective					
Step 4 then Annual Increments	Jan 1/92	14.74	15.07	15.38	15.73	16.09
Schedule 3/7	Jan 1/93	15.08	15.42	15.73	16.08	16.45
Level 5						
Semi-Annual Increments to	Rates effective					
Step 3 then Annual Increments	Jan 1/92	15.09	15.44	15.77	16.12	16.48
Schedule 3/7	Jan 1/93	15.44	15.79	16.12	16.48	16.84
Level 6						
Semi-Annual Increments to	Rates effective					
Step 2 then Annual Increments	Jan 1/92	15.48	15.81	16.14	16.53	16.90
Schedule 3/7	Jan 1/93	15.83	16.16	16.50	16.89	17.26

Level 7						
Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	15.89	16.25	16.62	17.02	17.43
	Jan 1/93	16.24	16.61	16.98	17.38	17.80
Level 8						
Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	16.48	16.84	17.26	17.66	18.09
	Jan 1/93	16.84	17.20	17.63	18.03	18.47
Level 9						
Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	17.27	17.66	18.06	18.47	18.96
	Jan 1/93	17.64	18.03	18.44	18.85	19.34
Level 10						
Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	18.14	18.60	19.11	19.60	20.13
	Jan 1/93	18.52	18.98	19.50	19.99	20.53
Level 11						
Annual Increments	Rates effective					
Schedule 3/7	Jan 1/92	19.72	20.30	20.91	21.55	22.23
	Jan 1/93	20.11	20.70	21.31	21.96	22.65

NOTE: At 11:59 P.M., December 31, 1993, all classifications in OPSEU, Local 592 bargaining unit will receive an increase of \$37.50 per annum which will become part of the base rate as of January 1, 1994.

APPENDIX "B"

ARTICLE 20 - GRIEVANCE PROCEDURE

RELEASE OF INFORMATION - INSURED BENEFITS GRIEVANCE

TO _____
(Name of Insurance Carrier for benefit claimed)

THIS SHALL BE YOUR AUTHORITY to deliver immediately to the Employer, **in** care of the Metropolitan Toronto Housing Authority Human Resources Section, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other paper prepared by any person, in your possession in connection with my claim dated _____, for _____
(specify benefit claimed) during my employment with the Metropolitan Toronto Housing Authority.

Date

Employee Signature

APPENDIX C

LETTER OF UNDERSTANDING

RE: LATERAL TRANSFERS

When a vacancy occurs in the bargaining unit and a permanent full-time employee occupying the same position in the same classification wishes to transfer to the vacant position, such transfer shall occur under the following conditions:

The employee,

- a) must have completed the probationary period;
- b) may apply once per year for a successful transfer, but may apply more often if unsuccessful;
- c) must advise their supervisor and complete and forward the appropriate form to Human Resources within ten (10) days of the notice of vacancy;
- d) must be actively at work.
- e) shall not have documented performance issues for a period of one (1) year, unless said documentation **has** been removed from files through the grievance procedure.

The parties further agree that:

- f) decisions for filling a vacant position shall be based on seniority;
- g) compassionate reasons will override seniority upon the agreement of the Union and the Employer;
- h) should a bargaining unit member decline a position for which they have requested a transfer, they will not be eligible to apply for a period of one (1) year thereafter.

It is understood and agreed that this Letter of Understanding shall form part of the Collective Agreement.

Dated at Toronto, this ____ day of _____ 1994.

FOR THE UNION:

Carolyn Derclamps

FOR THE EMPLOYER:

Edmund
DeBourgh
Lauri Daly

APPENDIX D

LETTER OF UNDERSTANDING

RE: COST OF LIVING ALLOWANCE

Effective January 1, 1993, the parties agree that the Employer shall provide a Cost of Living Allowance (COLA) provision for one year as follows:

1. The Consumer Price Index (CPI) used for the COLA calculation will be provided by Statistics Canada for Ontario (1986 BASE = 100).
2. No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.
3. The average CPI (Ontario) for October to December 1992 plus three percent (3%) will be the Base Index for all calculations of the COLA float.
4. The COLA float will be calculated on a quarterly basis for 1993 quarters ending March 31, 1993 June 30, 1993, September 30, 1993, and December 31, 1993, with the understanding that the COLA float calculated will not be reduced from the previous quarter.
5. The COLA will be a lump sum payment based on regular time hours worked during the quarterly period. The Employer will endeavour to make quarterly lump sum payments within the month following the publication of the CPI.
6. The float will be an amount equivalent to the percentage increase in the quarterly (3-month average) CPI above the Base Index.
7. Where the float is less than 0.1%, no quarterly payment shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1993.
8. Effective December 31, 1993, the allowance will be folded into the base rates off each classification.

Dated at Toronto, Ontario, this ____ day of _____ 1994.

FOR THE UNION:

Carolyn A. [Signature]
[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]

