

COLLECTIVE BARGAINING AGREEMENT

between

**GREATER SUDBURY HOUSING CORPORATION
(hereinafter referred to as the “Employer”)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 4705
(hereinafter referred to as the “Union”)**

April 1, 2005 to March 31, 2010

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GREATER SUDBURY HOUSING CORPORATION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL #4705

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ARTICLE 1:00 - DEFINITIONS

- 1:01 (a)** "Employee" means a person in the bargaining unit described in Article 2.
- 1:01 (b)** "Probationary Employee" means one who is employed in the bargaining unit and has not acquired seniority.
- 1:01 (c)** "Permanent Employee" means an Employee who has acquired seniority.
- 1:01 (d)** "Full-Time Employee" means one who is regularly employed for the normal hours per week as set out in Article 11:01 (a).
- 1:01 (e)** "Part-Time Employee" means an Employee who is hired to regularly work not more than twenty-four (24) hours per week. It is expressly understood that a Part-Time Employee shall not be guaranteed a specified number of hours per week and hours of work may not be the same as a Full-Time Employee. A Part-Time Employee may be scheduled for work and called into work when additional work becomes available.
- 1:01 (f)** "Temporary Employee" means an Employee hired for a period not exceeding twelve (12) continuous months for either a specific job of limited duration, or to fill a temporary vacancy in a continuing classification. This period may be extended by mutual agreement between the Employer and the Union. Should the employment of a Temporary Employee exceed twelve (12) continuous months then he/she shall automatically rank as a Permanent Employee.
- 1:01 (g)** "Security Tenant" - a person retained for purposes outlined in Appendix A of this agreement. The only terms and conditions of this agreement that apply to Security Tenants shall be as outlined in Appendix A, Memorandum of Understanding, which forms part of the Collective Bargaining Agreement.

ARTICLE 2:00 - BARGAINING UNIT

- 2:01 (a)** The Employer recognizes the Union as the sole and exclusive bargaining agent for all the Employees of the Greater Sudbury Housing Corporation (hereinafter referred to as "GSHC") in the City of Greater Sudbury save and except Supervisors and those above the rank of Supervisor.
- 2:01 (b)** Correspondence to the Union arising out of this Agreement or incidental thereto (including all grievance responses) shall be sent to the Recording Secretary of the Union with a copy to the President and Sectional Chair of the Union.
- 2:01 (c)** The Union shall provide the Employer with a list of its Executive Officers who will be acting on behalf of the Union in matters pertaining to this Agreement.
- 2:02 (a)** Where the duties of a bargaining unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.
- 2:02 (b)** When a new classification is to be created, the Parties shall meet within ninety (90) days to negotiate the wage rate for the new classification. If no agreement is reached between the Parties, the Employer will set the wage rate for the new classification.
- 2:02 (c)** Following this, either party may request that a mediator be appointed to assist the Parties in resolving the disputed rate. Failing agreement during mediation, the Employer-set-rate shall remain in force and the matter shall be referred to Collective Bargaining for final resolution.
- 2:03** **Temporary Employees**
- 2:03 (a)** Temporary Employee shall be entitled to all rights, benefits and privileges outlined in this Collective Bargaining Agreement save and except: Article 7 – Seniority; Article 8 - Lay Off; Article 17 – Vacation; Article 18 - Designated Holidays; Article 19 - Sick Leave; Article 21:04 (a), (b), (d), (e) and (f) – Pregnancy Leave Provisions; Article 21:05 – Special or Compassionate Leave; Article 21:07 – Self-Funded Leave Plan; Article 25 – Employee Benefits; and Appendix "C" – Dental.

- 2:03 (b)** Seniority shall not accumulate unless and until the Temporary Employee acquires permanent status and then shall accumulate up to a maximum of twelve (12) months immediately preceding and consecutive with (i.e. no break in service) being hired as a Probationary Employee. The probationary period will continue as outlined in the Collective Bargaining Agreement from the date of hire as a Probationary Employee. Temporary Employees do not have any seniority or seniority rights while they are Temporary Employees.
- 2:03 (c)** Temporary Employees shall be paid four (4%) percent of earnings in lieu of paid holidays. Temporary Employees are also entitled to be paid four (4%) percent of gross earnings in lieu of vacation pay. The foregoing in lieu payments shall be paid bi-weekly.
- 2:03 (d)** Notwithstanding Articles 1.01(f) and 2.01, it is understood that the Employer may require up to thirty (30) days from the date of becoming aware of the need for a temporary replacement in order to fill such position and as such Article 2:01 would not apply in the interim.
- 2:03 (e)** The thirty (30) day period identified in 2.03(d) may be extended or otherwise amended by mutual agreement of the Parties in order to fill the vacancy and as such, Article 2:01 would not apply for this agreed upon period.
- 2:03 (f)** The twelve (12) continuous months identified in Article 1.01(f) may be extended or otherwise amended by mutual agreement of the Parties. In the event that there is a need for the temporary position beyond twelve (12) continuous months and the period is not extended, the temporary position will either:
- 1) be abolished for a period of no less than 30 calendar days;
OR
 - 2) become a permanent full-time or part-time vacancy and be posted in accordance with Article 9 - Staff Changes.
- 2:04** Employees who are excluded from this bargaining unit shall not perform the regular duties of those Employees included in this bargaining unit except in cases of emergency, experimentation and training.

- 2:05** No contract, written or oral, shall be entered into between the Employer, or any of its designated representatives, and Employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions, demotions, or any other conditions affecting the welfare of the Employees in general.

ARTICLE 3:00 – MANAGEMENT’S RIGHTS

- 3:01** The Parties recognize that it is the exclusive function of the Employer to manage the operations of the organization subject to the terms of the collective agreement, including the right to grieve.
- 3:02** Management's rights include, but are not limited to, the right to: determine function, complement, organization and location; determine assignment of work, work methods and procedures; hire; discipline; suspend; dismiss; promote; train; transfer; appraise; select, install and require the operation of any equipment or machinery.

ARTICLE 4:00 – DISCRIMINATION OR INTIMIDATION

- 4:01 (a)** The Parties recognize and agree to abide by the provisions of the Ontario Human Rights Code.
- 4:01 (b)** The Employer and the Union agree that there shall be no discrimination, intimidation or coercion practiced or permitted by either party or by any of their officers, against any Employee because of membership or non-membership in the Union, authorized and or legal Union activity.

ARTICLE 5:00 – COMPULSORY CHECK-OFF

- 5:01** It is agreed and understood by the Parties hereto that there shall be a compulsory check-off upon all Employees who come within the Unit to which this Agreement applies, and it shall continue during the period of this Contract.
- 5:02 (a)** The Employer agrees to deduct Union Dues from the earnings of each Employee in the amount certified by the Treasurer of the Union.

- 5:02 (b)** The Employer agrees to deduct the amount of dues from each payroll period of each month and remit the amount of dues so deducted to the Treasurer of the Union no later than seven (7) calendar days after which the dues are deducted.
- 5:02 (c)** The Employer, when remitting the dues deducted to the designated Officer of the Union, shall include a statement clearly setting forth the names of the Employees from whom the dues were deducted, also showing any additions or deletions in staff.
- 5:03** The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 5.01 and 5.02.
- 5:04** On commencing probationary employment, the Employer will provide each new Employee with a copy of the Collective Agreement and inform the new Employee of the conditions of employment and the rules and procedures in effect as an Employee of the Greater Sudbury Housing Corporation.

ARTICLE 6:00 – LABOUR MANAGEMENT NEGOTIATIONS

- 6:01** The Union shall provide the Employer with the names of its Negotiating Committee, and the Employer shall provide the Union with the names of the Employer's Negotiating Committee prior to commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.
- 6:02** The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.
- 6:03** In the event of one party wishing to call a meeting of the Negotiating Committees the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 6:04** The Employer and Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.

6:05

Collective Bargaining Negotiations

The Employer shall grant leave-of-absence, paid for by the Employer, to members of the Union who participate in preparation for negotiations, negotiations, conciliation or mediation, to a cumulative maximum of eight (8) working days for any one (1) set of negotiations.

6:06

Collective Bargaining Agreement Business

Subject to the approval of the Employer, which such approval shall not be arbitrarily or unreasonably withheld, representatives of the Employees shall be granted necessary Leaves of Absence with pay during working hours for the purpose of meeting with the Supervisory Personnel for the purpose of investigation, consideration and adjustment of grievances, or any other business pertaining to this Collective Bargaining Agreement.

6:07

Union Conventions, Conferences, Seminars and Education

Subject to the approval of the Employer, which such approval shall not be arbitrarily or unreasonably withheld, Leaves of Absence with pay and without loss of seniority may be granted upon request from the Union to the Employer, to Employees who are duly elected or appointed delegates to attend to conventions, conferences, seminars and education sessions of the Canadian Union of Public Employees, the Ontario Division of the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. The Local Union will promptly reimburse the Employer for the wages paid from the first day of leave and for the cost of benefits from the fourteenth day of such leave.

6:08

Business Affairs of the Local Union

When upon the written request of the Union to the General Manager, the Employer grants leave without loss of pay or benefits to Employees elected as executive officers or stewards of the Union, for the purpose of conducting the internal business affairs of the Union, the Union will reimburse the Employer for the wages paid. The Local Union will promptly reimburse the Employer for the wages paid from the first day of leave and for the cost of benefits from the fourteenth day of such leave.

It is agreed and understood that for the purpose of this article, approval of the leave of absence for Union business will be subject to bona fide operational requirements.

ARTICLE 7:00 - SENIORITY

7:01

Seniority as referred to in this Agreement shall mean length of continuous and unbroken service with the Employer and will accumulate retroactively to the date of hire, upon completion of a probationary period of:

- 1) for Full-Time Employees, sixty (60) days worked but may be extended to ninety (90) days worked, with written notice to the Employee and the Union. It is understood that the days worked will include designated holidays.
- 2) for Part-Time Employees, a period of six (6) consecutive months, but may be extended to nine (9) consecutive months with written notice to the Employee and the Union.
- 3) The probationary period will exclude absences for which Workplace Safety and Insurance Board Benefits are received.
- 4) Seniority will not accumulate for periods of unpaid leave of more than three hundred and sixty-five (365) calendar days.

7:02 Seniority for Part-Time Employees will be calculated based on the Employee's normal work week (excluding overtime) as follows:

Maintenance Employees

1 - 10 hours = 1/4 week seniority
11 - 20 hours = 1/2 week seniority
21 - 30 hours = 3/4 week seniority
31 - 40 hours = full week seniority

Administrative Employees

1 - 9 hours = 1/4 week seniority
10 - 18 hours = 1/2 week seniority
19 - 27 hours = 3/4 week seniority
28 - 35 hours = full week seniority

7:03 The Employer will maintain a seniority list for all Employees as defined under Article 7.01. Seniority will be recorded in years, months, weeks and days and shall be calculated as of January 1st of each year.

7:04 The Employer will provide all Employees covered by this Agreement and the Union with an up-to-date seniority list in January of each year. The seniority list will show all Employees, including Employees on L.T.D., in order of seniority, stating the Employee's name and classification.

7:05 Seniority shall be the primary consideration in determining preference or priority for transfers, demotions, lay-offs, permanent reduction of the work force and recall.

7:06 **Loss of Seniority**

Seniority rights shall cease, and employment will be terminated for any of the following reasons:

- 1) Voluntary resignation.
- 2) Discharge for just cause.
- 3) Failing to report for a Notice of Recall as required by Article 8:06 of this Agreement.
- 4) Been on long term lay off for more than eighteen (18) months as per Article 8:05 of this Agreement.
- 5) Is absent for five (5) or more consecutive working days without properly notifying management, on the basis of abandonment of position, unless a justifiable reason is given.

ARTICLE 8:00 - LAY-OFF AND RECALL

8:01 Notice of Lay-off

A notice of lay-off shall be given in accordance with the terms of *The Employment Standards Act*, as amended from time to time. If the Employee laid off has not had the opportunity to work the period of notice of lay-off, the Employee shall be paid in accordance with *The Employment Standards Act*, as amended from time to time.

8:02 (a) Should circumstances require a reduction of Employees, Temporary Employees, Probationary Employees and Part Time Employees in the Bargaining Unit shall be released first. If a further reduction of Employees is required, Full Time Employees shall be laid off commencing with those Full Time Employees with the least seniority.

8:02 (b) When Full Time and Part Time Employees are laid off under this article and positions again become available with the Employer, such Employees shall be called back in accordance with Article 7 on a seniority basis.

8:03 Notwithstanding anything herein contained, it is hereby agreed and understood that there is no recall for Probationary or Temporary Employees who are released under this article.

8:04 The General Manager shall inform the Sectional Chair immediately, with a copy to the Secretary of CUPE local 4705, of all bargaining unit notices of Layoff.

8:05 An Employee who is laid-off shall be provided, by registered mail at the Employee's last known address, with copies of job postings for a period of eighteen (18) months from the date of the lay-off.

8:06

Notice of Recall

When Employees are recalled by the Employer, they shall be notified by registered mail or any other written means the Employer may wish to utilize to their last place of residence known to the Employer, and if he/she fails to report within ten (10) working days after the delivery or receipt of such notice, the Employer shall not be under any obligation to re-employ them.

8:07

It is understood that the Employer shall not hire any new Employee to perform work normally performed by bargaining unit Employees while any qualified member of the bargaining unit is on layoff.

8:08

Contracting Out

The Parties hereto agree that for the Term of this Agreement there shall be no restriction on contracting out by the Employer of its work or services of a kind now performed by Employees herein represented; provided, however, that no Permanent Employee of the Employer shall, as a result of such contracting out thereby lose employment, be demoted or suffer a loss of negotiated basic wages and benefits.

The Employer shall give thirty (30) calendar days prior notice to the Union of its intention to contract out work. No notice of contracting out is required where:

- 1) the work is not currently performed by members of the Bargaining Unit, or
- 2) the work is currently contracted out, or
- 3) the work involves the rental of operated or non-operated equipment for periods of thirty (30) days or less.

ARTICLE 9:00 - STAFF CHANGES

9.01 (a)

Notice of Vacancies

When a new position is created or when a permanent vacancy, which the Employer intends to fill, occurs within the Bargaining Unit, the Employer shall immediately notify the Union in writing. The Notice of vacancy shall also be distributed to all work locations so that Employees will know about the vacancy or new position. At the time a notice of vacancy is distributed to all work locations, the Employer shall mail a copy of the notice of vacancy to all Employees who are on vacation, Weekly Indemnity, WSIB, or approved leave of absence.

9:01 (b)

The Employer shall give written notice to the Union of a decision to postpone or not to fill a permanent vacancy within seven (7) calendar days of the vacancy.

9:01 (c)

Posting Period

The Job Posting shall be posted for a minimum of seven (7) calendar days including the date of the Job Posting. Upon the removal of the Job Posting, the Employer will consider the applications and endeavour to make a selection within a period of seven (7) calendar days. After the selection period, the Union and Employees will be advised through the appropriate notice the name(s) of the successful applicant(s) or a statement to the effect that there were no successful applicants or that there were no applications received. The said notice shall be posted for a period of seven (7) calendar days.

9:01 (d) 1)

When a temporary vacancy, which the Employer intends to fill, initially occurs within the Bargaining Unit because of:

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

- 9:01 (d)** 1) The Employer shall immediately notify the Union in writing and post notices thereof on all bulletin boards for a minimum of one (1) week so that Employees will know about the vacancy and have the opportunity to apply.
- 2) Subsequent temporary vacancies, resulting from an assignment under 9.01(d) (1), may also be posted where the Employer determines that it is operationally feasible.

9:01 (e) Lateral Transfers Within the GSHC

- 1) When a permanent vacancy occurs in the bargaining unit, and a permanent Employee in the same position as the vacancy wishes to transfer laterally to that vacancy, the Employee shall request the transfer, in writing, quoting the job posting number prior to the closing date of the posting.
- 2) A permanent Employee submitting such request shall be assigned to the vacancy based on seniority. Such a transfer can only be made on one occasion within a twelve (12) months period. The transferred Employee can apply to other vacancies within the twelve (12) months period and be considered subject to the relevant provisions in Article 9 - Staff Changes.
- 3) It is understood that when it is necessary to assign an Employee in accordance with this article, the provisions of Article 9.04 shall not apply for the vacancy.

9:02 Such notice shall contain the following information:

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

It is understood, however, that job location may change in future due to operational requirements.

9:03 In filling a vacancy, the Employer shall give consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

9:04 Internal (permanent full-time and part-time) applicants who meet the minimum required qualifications specified on the job posting shall be interviewed and fully considered before any outside applicant is interviewed.

- 9:05** The Employer and the Union agree that they are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity principles.
- The Parties, through the Joint Labour/Management Committee as described in Article 28, may agree to give priority to employment equity in cases where designated groups are under-represented.
- 9:06 (a)** Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each Employee of the GSHC who applied to the vacancy and shall be posted on all bulletin boards in the GSHC.
- 9:06 (b)** Any Employee who applied for a posted vacancy and is unsuccessful shall be given the reasons verbally upon request of the Employee.
- 9:07** The Union shall be notified within thirty (30) calendar days of all new hires (including temporary hires), promotions, demotions, lay-offs, transfers, recalls, resignations, LTD Employees, and deaths or other terminations of employment.
- 9:08** When an assignment of "Lead-Hand" is required, the senior qualified Employee in the area shall be assigned in accordance with Article 22.03.

ARTICLE 10:00 – GRIEVANCE PROCEDURE

- 10:01** It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the Parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

10:02 An Employee who believes a complaint or a difference exists with the Employer shall first discuss the complaint or difference with the Employee's Supervisor within five (5) working days of first becoming aware or should have been aware of the complaint or difference. The local Union Steward shall be present, if requested by the Employee. Any complaint or difference not satisfactorily settled by the Supervisor within five (5) working days may be processed by the Union within an additional fifteen (15) working days in the following manner:

10:03(a) Step 1

If the Union considers the grievance to be justified, the Union through its authorized Representative, shall file the said grievance, which shall be signed by the grievor and authorized Union Steward, and redress sought in writing with the General Manager who shall designate an official who shall confer with the Employee involved within five (5) working days of receipt of the grievance and who shall render a decision in writing within five (5) working days of the time of the meeting. The Employee shall be accompanied at the said meeting by the authorized representative of the Union. A copy of the written decision shall also be forwarded to the Sectional Chair.

Where it is not possible for a General Manager to designate an official under Step 1, the grievance shall be heard by the General Manager and if redress satisfactory to the Union is not provided, the grievance shall progress automatically to Step 3.

10:03(b) Step 2

In the event that the official designated by the General Manager does not provide redress satisfactory to the Union, the Union may within seven (7) working days of receipt of this written decision, forward a copy of the grievance together with a copy of said written decision to the General Manager. The General Manager or designate shall meet with the authorized Union Steward and the aggrieved Employee within five (5) working days of receipt of the said grievance and written decision and shall advise the Union in writing of this decision in respect of the grievance within five (5) working days of the said meeting. A copy of the written decision shall also be forwarded the Union office pursuant to Article 2.01 (b) of this Agreement.

10:03 (c)

Step 3 – Arbitration

In the event that the General Manager does not provide redress satisfactory to the Union, the Union within fifteen (15) working days after receipt of the written decision may upon providing written notice to the Employer, submit the grievance for arbitration in accordance with the provisions of the *Ontario Labour Relations Act*, as amended from time to time.

10:04(a)

The decision given in Step 1 or Step 2, as the case may be, shall be final and binding upon the Employer and the Union and upon any Employee affected by it unless a subsequent step is taken within the time herein before limited.

10:04(b)

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

10:04 (c)

Where a grievance is not processed by the Employer within the time prescribed, it may be processed by the Union to the next step.

10:05

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

10:06

The time limits provided in this article may be extended or otherwise amended by mutual agreement of the Parties.

10:07

Group Grievance is defined as a single grievance signed by the authorized Union Steward, on behalf of a group of Employees whom the Union Steward represents and who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure as set out in this article.

10:08

Where an allegation is made that an Employee's position is improperly classified, it shall first be discussed as a complaint with the Employee's Supervisor. Any complaints not satisfactorily settled by the Supervisor within ten (10) working days may be processed as a grievance commencing at Step 2 in accordance with Article 10:03.

10:09 **Suspension or Dismissal**

10:09(a) A claim by the Union that an Employee has been suspended or dismissed without reasonable cause shall be treated as a grievance provided a written statement of such grievance signed by the grievor and authorized Union Steward is lodged with the Employer within five (5) working days of the commencement of the suspension or dismissal. Any such grievance shall be initiated at Step 2 of the grievance procedure. Where an Arbitration Board determines that a disciplinary penalty or dismissal of an Employee is excessive, it may substitute such other penalty for the discipline or dismissal, as it considers just and reasonable in all the circumstances.

10:09(b) In the event that an Employee's services are terminated within the probationary period, such termination may be subject to the grievance procedure. It is understood that a "lesser standard" shall apply in these terminations.

10:09(c) **Union Representation at Disciplinary Meetings**

Where a meeting is called by management regarding a disciplinary matter, the Employee involved may request the attendance of a Union Steward or alternate at the meeting.

Management will endeavour to provide reasonable notice in order that the Employee can arrange for appropriate Union representation. Should the Union Stewards or alternate be unable to attend within a reasonable time frame, the meeting will not be unduly delayed.

10:10 **Policy Grievances**

10:10(a) An allegation by the Union that the Employer has violated or misinterpreted the Agreement, or with respect to the administration or application of the Agreement, may be made the subject of a grievance by the Union filing notice with the General Manager to that effect. Such grievances must be filed in writing by the Union within thirty (30) calendar days of the occurrence giving rise to the grievance and shall stipulate the sections of the Collective Agreement being relied on and redress sought. The General Manager shall meet with the authorized representative of the Union within five (5) working days of receipt of the notice to consider and discuss the grievance. The General Manager shall make a reply in writing within ten (10) working days

10:10(a) after date of such meeting. If the Union does not consider the reply satisfactory, it may within seven (7) working days immediately following receipt of such written reply, require that the grievance be submitted to arbitration in the manner prescribed in Step 3 of the grievance procedure.

10:10(b) It is the intention of the Employer and the Union, that the procedure provided by Article 10:10(a) shall be reserved for grievances in respect of which the regular grievance procedure as set out under Articles 10:02 and 10:03 is not available, and that it will not be used to by-pass the regular grievance procedure.

10:11 **Disciplinary Records**

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

10:12 **Access to Personnel Files**

Each Employee shall have reasonable access upon written notice to the General Manager to the Employee's personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the General Manager or designate. Upon request an Employee will receive a copy of the record of any disciplinary action in the personnel file. With written permission of the Employee, the Union may review the file under the same terms and conditions (in the presence of the General Manager or designate) and/or receive copies of current documents contained in the personnel file.

ARTICLE 11:00 - HOURS OF WORK

11:01(a) The normal week of all Full-Time Employees of the Employer shall consist of:

- 1) for Maintenance Employees five (5) days of eight (8) hours per day;

11:01(a) 2) for Administrative Employees five (5) days of seven (7) hours per day.

The average normally scheduled work hours shall not exceed eighty (80) hours for Maintenance Employees and seventy (70) hours for administrative Employees, per two (2) week period over a reasonable period of time.

11:01(b) The Employer may allow pre-authorized staggered working hours to accommodate an Employee's personal needs, subject to operational requirements. Such request shall not be unreasonably denied.

11:02 A schedule of hours of work shall be posted for all Full-Time Employees thirty (30) days in advance, and shall not be changed by the Employer without two (2) weeks' notice being given to the Employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union, to permit Employees to attend to business of the Union or mutual changes of shift between Employees shall be allowed with the written consent of the Employer provided that the change does not involve any cost to the Employer and that essential services can be maintained.

11:03 Unless otherwise agreed by the Employer and the Union, a schedule of hours of work shall be posted for all Part-Time Employees no less than two (2) weeks in advance. If changes in such schedule are required, the Employer will provide adequate and reasonable notice.

ARTICLE 12:00 - WAGE RATES

12:01 Attached hereto and forming an integral part of this Agreement is Schedule "A" – Administrative Employees Job Groups and Classifications and Hourly Wage Rates.

12:02(a) Attached hereto and forming an integral part of this Agreement is Schedule "B" – Maintenance Employees Job Classifications and Hourly Wage Rates.

- 12:02(b)** Temporary and Probationary Employees in Group B classifications will receive seventy-five (75) cents per hour less than the full job rate applicable to the classification as indicated in Schedule "B".
- 12:02(c)** Employees designated as "Leadhand" shall be entitled to and be paid a premium of One Dollar and Five Cents (\$1.05) per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.
- 12:03** **General Wage Increases**
- 12:03(a)** Effective April 1, 2005, a three and one quarter percent (3.25%) General Wage Increase be applied to those rates in effect on March 1, 2005 as per on Schedule A and Schedule B of the Collective Bargaining Agreement.
- 12:03(b)** Effective April 1, 2006, a three and one quarter percent (3.25%) General Wage Increase will be applied to those rates in effect on March 31, 2006, as per Schedule A and Schedule B of the Collective Bargaining Agreement.
- 12:03(c)** Effective April 1, 2007, a three and one quarter percent (3.25%) General Wage Increase will be applied to those rates in effect on March 31, 2007, as per Schedule A and Schedule B of the Collective Bargaining Agreement.
- 12:03 (d)** Effective April 1, 2008, a three percent (3%) General Wage Increase will be applied to those rates in effect on March 31 2008, as per Schedule A and Schedule B of the Collective Bargaining Agreement.
- 12:03 (e)** Effective April 1, 2009, a three percent (3%) General Wage Increase will be applied to those rates in effect on March 31 2009, as per Schedule A and Schedule B of the Collective Bargaining Agreement.

ARTICLE 13:00 - ON-SITE PROVISIONS

- 13:01** Building Custodians who are required to live "on-site":
- 1) will be available for "on-site" duties from the completion of their regularly scheduled shift to 12:00 midnight;
 - 2) will be provided with communication device(s) by the employer for use during "on site" hours;
 - 3) are not required to remain "on site" but must carry their communication device(s) and respond to work immediately during their scheduled on site hours;
 - 4) will not be paid standby pay for their designated "on site" hours
- 13:02** Any "on site" Building Custodian, responsible for more than one building during the scheduled "on site" time shall respond to all calls and be paid at the overtime rate outlined in Article 15:01 during the period of "on site" duty. This includes all types of housing units as assigned.
- 13:03** For the purposes of allowing a rotation of "on site" Building Custodians to cover more than one building, it is agreed that a schedule for the assignment of "on site" responsibility will be implemented as required.
- 13:04** An "on site" Building Custodian will have supplied by the Employer;
- 1) heat, water supply, hydro,
 - 2) standard telephone (excluding personal long distance calls)
 - 3) one free parking space where available
 - 4) unfurnished living accommodation at a monthly rental as follows:
- 13:05** For Full-Time "on site" Building Custodians, rent shall be \$324.00 per month for the duration of the agreement.
- 13:06** For Part-Time "on site" Building Custodians rent shall be based on the Employee's total wages utilizing the current rent-geared-to-income formula for family housing. There will be a minimum rent of \$88.00 per month for both senior citizens and family housing units. However, no monthly rent shall exceed \$268.00 for the duration of the agreement.

13:07 In the event that an “on site” building custodian is unable to respond due to an emergency, that Employee shall immediately notify management.

ARTICLE 14:00 - STANDBY PROVISIONS

14:01 Standby hours shall be defined as all hours other than regularly scheduled working hours as defined in Article 11 and “on site” hours as defined in Article 13:01 (1).

14:02 For the purposes of allowing a standby rotation, it is agreed that a schedule for the assignment of standby responsibility will be implemented as required.

14:03 All Employees listed in Schedule B will participate in the standby rotation. Employees who are unable to participate in the standby rotation due to medical reasons will be required to provide a medical certificate to be exempt.

14:04 Employees on standby will be provided a communication device(s) for use during standby hours. Employees on standby must carry their communication device(s) and respond for work immediately during standby hours.

14:05 The Employer agrees to provide a vehicle for use by Employees on standby, including the use of that vehicle for travel to and from work.

14:06 In the event that an Employee who is on standby is unable to respond due to an emergency, that Employee shall immediately notify management.

14:07 Employees will be paid a premium for each hour that they are required to be on standby on the following basis:
Effective on the date of implementation ninety three cents (\$0.93) per hour
Effective April 1, 2006 ninety-six cents (\$0.96) per hour
Effective April 1, 2007 ninety-nine cents (\$0.99) per hour.
Effective April 1, 2008 one dollar and two cents (\$1.02) per hour
Effective April 1, 2009 one dollar and five cents (\$1.05) per hour

14:08 Employees required to work during standby hours shall be paid in accordance with the provisions of Article 16.

14:09 With the prior approval of management, Employees on standby may exchange their scheduled period of standby with other Employees within their rotation.

ARTICLE 15:00 - OVERTIME PAY

15:01 When a Full-Time Employee is called upon to perform overtime work outside of the Employee's normal scheduled hours of work, the Employee shall be paid at the rate of time and one half (1 ½) of the Employee's regular rate of pay for all such hours worked.

15:02 Part-Time Administrative Employees shall be paid at the rate of time and one-half (1 ½) for all time worked by such Employees in excess of the seven (7) hours in a day or thirty-five (35) hours in a work week. Part-time Maintenance Employees shall be paid at the rate of time and one-half (1½) for all time worked by such Employees in excess of the eight (8) hours in a day or forty (40) hours in a workweek.

15:03 **Regular Overtime**

All overtime, except emergency overtime, shall be authorized in writing in advance. The Employee shall report emergency overtime to his/her Supervisor within one (1) working day for approval. Such emergency overtime shall be of a serious nature, where health and safety is an issue and/or infrastructure damage may result.

15:04 The Employer shall endeavour to distribute scheduled overtime relatively equally among Permanent Employees available to perform the work required, taking into consideration the Employee classification. On October 1st of each year, the Employer shall post, on all bulletin boards, a list outlining the number of scheduled and unscheduled overtime hours worked in the preceding twelve (12) months for each bargaining unit member.

15:05 An Employee may opt to accumulate compensating leave in lieu of pay at the overtime rate in accordance with Article 15.01 and 15.02. Such time shall be taken at a time mutually convenient to the Employee and the Employee's immediate Supervisor.

15:06 Compensating leave accumulated in a calendar year that is not taken before the last pay period of the current calendar year, shall be paid at the overtime premium on the base rate at which it was earned.

Employees shall be paid for all or part of any time accumulated in their compensating time bank at any time on or before the last pay period of the current calendar year, upon giving the Employer fifteen (15) working days' notice in writing. It is agreed and understood that the fifteen (15) day notice period shall be waived in the event of an emergency.

15:07 An Employee scheduled to work overtime on the Employee's day off shall receive a minimum of three hours at time and one-half of the Employee's basic hourly rate.

15:08 An Employee may opt to accumulate compensating leave on a straight time basis in lieu of pay at the overtime rate in accordance with Article 15:01. Such time shall be at the applicable rate for actual hours worked. Compensating time shall be taken at a time mutually convenient to the Employee and the Employee's Immediate Supervisor.

ARTICLE 16:00 - CALL-OUT AND REPORTING ALLOWANCE

16:01 Each Employee who has completed a regular day's work and leaves the place of work (including On-site Building Custodians who have completed their regular shift and the on-site time) and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time-and-one-half ($1 \frac{1}{2} \times$) the Employee's basic hourly rate.

16:02 No Employee shall be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two (2) hours after the time of the first calling.

ARTICLE 17:00 - VACATIONS

- 17:01(a)** For the purpose of calculating vacation credits, service year will be computed from January 1 to December 31.
- 17:01(b)**
- 1) The provisions of this article will also apply to Part-Time Employees. For the purposes of calculating service years, the length of continuous service will be equal to the length of seniority as calculated in accordance with Article 7.02 (Seniority).
 - 2) Part-Time Employees shall earn vacation credits based on the ratio of the hours scheduled to work per week compared to full time employment and expressed in hours or part thereof. It will be used based on the number of hours the Employee is scheduled to work weekly during the period of vacation.
 - 3) Vacation will normally be taken in unbroken periods of at least one (1) week.
- 17:02** Vacation and vacation pay will accrue on the following basis:
- 1) An Employee shall earn vacation credits at the following rates:
 - (i) one and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years continuous service;
 - (ii) one and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years continuous service;
 - (iii) two and one twelfth ($2\frac{1}{12}$) days per month after sixteen (16) years of continuous service;
 - (iv) two and one-half ($2\frac{1}{2}$) days per month after twenty-five (25) years of continuous service
 - (v) an Employee who has completed twenty (20) or more years of service is entitled to receive, in the year ending with the end of the month in which the Employee reaches the age of sixty-five (65) years, five (5) days vacation leave of absence in addition to the normal vacation entitlement as set out in Article 17:02, such time to be considered as pre-retirement leave.
 - 2) Vacation credits under Article 17.02(1) accrue in respect of a month or part thereof in which an Employee is at work or on leave with pay.

- 17:02** 3) Effective January 1, 2006, vacation shall be advanced at the beginning of each calendar year.
- 4) This includes, where applicable, any increase in the monthly rate of vacation credits due to occur during the year prorated and the special entitlement outlined in Article 17:02 (1) (v).
- 17:03(a)** An Employee shall be allowed to carry over a maximum of one (1) week's accrual five (5) days to the next vacation year to be taken by no later than May 31st of that year.
- 17:03(b)** Vacation will normally be taken in unbroken periods of at least one (1) week. One (1) day vacations will be allowed keeping in mind operational requirements. A minimum of one half (½) day of vacation may be granted under unexpected circumstances. It is agreed and understood that the minimum one half (½) day of vacation may only be taken on an ad hoc basis and cannot be selected during the annual vacation selection process outlined in Article 17:06 of this collective agreement
- 17:04(a)** A new Employee shall not be entitled to take vacation until he/she has completed six (6) months of continuous service.
- 17:04(b)** Subject to the provisions of Article 17.05(a), an Employee may, with the approval of the General Manager or designate, take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.
- 17:05 (a)** Approval for vacation requests as outlined below will be subject to operational requirements:
- An Employee shall submit the vacation request in writing to the supervisor by April 15 and the Employer shall post the approved vacation schedule by May 15. All vacation requests submitted in writing by April 15 shall be scheduled according to seniority. Vacation requests submitted after April 15 shall not be scheduled according to seniority and in addition, shall require no less than two weeks notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably withheld.

- 17:05 (b)** Notwithstanding the provisions of Article 17:06 (a) above, Employees shall submit vacation requests for the period December 15th of one year to March 15th of the following year by no later than September 30th. The Employer shall post the approved vacation schedule for the period December 15th to March 15th by no later than October 15th. All vacation requests will be submitted in writing and shall be scheduled according to operational needs and seniority.
- 17:06** An Employee shall be paid for any earned and unused vacation standing to the Employee's credit at the date the Employee status ceases.
- 17:07** An Employee is not eligible for the entitlement under clauses 17:01 and 17:02 in respect of:
- 1) a whole calendar month in which he is absent from duty for any reason other than vacation or leave of absence with pay,
OR
 - 2) a period in excess of six (6) months during which a Workplace Safety and Insurance Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.
- 17:08** If an Employee is hospitalized for day surgery for the setting of broken bones or as an in-patient while on vacation, the days spent in hospital and any subsequent days spent recovering, on the written advice of a medical doctor, shall be considered Weekly Indemnity Bank Days and/or Weekly Indemnity Insurance upon approval of the Employee's claim by the Insurance Carrier and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the Employee was hospitalized as an in-patient during that time.
- It is understood that an Employee cannot receive both vacation pay indemnity insurance for the same period of time.
- 17:09 (a)** Where an Employee terminates his or her employment or qualifies for Long Term Disability Benefits, there is deducted from the Employee's accumulated vacation credits an amount in respect of the whole months remaining in the year following termination of employment or the Employee's qualification for Long Term Disability Benefits.

- 17:09 (b)** Vacation taken in excess of the vacation credits to which Employees are entitled on the date of the Employee's termination of employment or the date the Employee qualifies for Long Term Disability benefits shall be recovered by the Employer from any monies owing, excluding pension monies.

ARTICLE 18:00 - DESIGNATED HOLIDAYS

- 18:01** In each calendar year the following will be observed as holidays:

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

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

- 18:02** Each Full-Time Employee:

- 1) who is not required to work on a holiday as defined in Article 18.01 shall be paid at the Employee's regular rate for each such holiday not so worked. In order to qualify for this benefit the Employee must have worked the Employee's last scheduled shift preceding and the Employee's first scheduled shift following such holiday unless absence on either or both of these days is on account of:
 - (i) illness or injury. Where the Employee is absent on account of illness or injury on the last scheduled shift preceding the holidays, the shift following the holiday, or both shifts, such absence(s) must be substantiated by a doctor's certificate, or

- 18:02** 1) (ii) with the prior permission of the Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- 2) of certified absence with pay through illness or injury, or with the prior permission of the Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- 3) who is required to work on any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half of his/her regular rate for all hours worked on that day provided that such Employee meets the condition applicable thereto as set forth in the immediately preceding paragraph.

18:03 A Part-Time Employee shall be entitled to a paid holiday each year on each of the days indicated in Article 18:01 which falls on a day that is a regularly scheduled workday for the Employee. Payment will be based on the number of hours that the Employee was scheduled to work on that day. It is understood and agreed that Part-Time Employees' work week will not be rescheduled in order to deprive the Employee of the payment provided for in this clause.

18:04 When a holiday as defined in Article 18:01 falls within an Employee's vacation period, the Employee shall be entitled to a day off in lieu thereof at the Employee's regular rate.

ARTICLE 19:00 - SICK LEAVE

19:01 Each January first (1st), Permanent Full Time Employees will be credited with six (6) weekly indemnity bank days. The credits are non-cumulative and are intended to provide income maintenance during periods of casual absence due to Employee illness.

- 19:02** In all cases of sickness the Employee shall directly notify his or her immediate Supervisor within one and one-half (1 ½) hours from commencement of regular duties on the first day of absence. Where the latter is not possible due to work scheduling, steps must be taken by the Employee to notify a designated alternate, or where not available, the office of the General Manager within one and one-half (1 ½) hours from commencement of regular duties. If an Employee is not able to give a return to work date during the original call, the Employee shall be required to call in daily until such time as the Employee can give an exact date of return.
- 19:03** Employees may, with the approval of the Employer, be allowed to use part or all of their six (6) weekly indemnity bank days in order to engage in personal preventative medical health and dental care or in cases of immediate family illness. Such permission shall not be unreasonably withheld. Request shall be made in writing stating that leave is requested under Article 19:03 and Employees shall provide the Employer with a minimum three (3) days' notice, except in an emergency. Leave shall be granted for periods of no less than one (1) hour.
- 19:04** Where, for reasons of health, an Employee is frequently absent or unable to perform the assigned duties, the Employer may require the Employee to submit to a medical examination at the expense of the Employer.

ARTICLE 20:00 - WORKPLACE SAFETY INSURANCE

- 20:01** An Employee who is injured during working hours and is required to leave for treatment or is sent home for such injury and is unable to return to work, shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from his/her Weekly Indemnity Bank Days.
- 20:02** In all cases of work related injury, the Employer shall forward a copy of the WSIB Form 7 to the Sectional Chair, subsequent to the reporting of any on-the-job injury. It is agreed and understood that if the injured Employee so requests, the Form will not be provided to the Union.

ARTICLE 21:00 - LEAVE-OF-ABSENCE

21:01

Bereavement Leave

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

21:01(a)

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

21:01(b)

one (1) day leave-of-absence with pay to attend the funeral of the spouse of the Employee's aunt or uncle.

21:01(c)

two (2) days' leave-of-absence without pay to attend the funerals of relatives listed under 21.01(a) if the location of the funeral is greater than 800 kilometres (one way) from the Employee's residence.

21:01(d)

For the purpose of Bereavement Leave, the relationships specified in Article 21:01(a) & (b) are deemed to include a common-law spouse and a partner of the same sex.

21:02

Jury and Witness Duty

21:02(a)

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

- 1) shall be granted leave-of-absence for such purposes provided that upon completion of the service such Employee shall present to the Employer a satisfactory certificate showing the period of such service; and
- 2) shall be paid full salary or wages for the period of such service provided the Employee shall pay the Employer the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.

21:02(b)

The provisions of Article 21:02 (a), (1) and (2) shall apply, to a maximum of six (6) Employees on any one day, when such Employees are subpoenaed as witnesses before the Ontario Labour Relations Board.

21:03

Campaigning for Public Office

The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall permit, subject to applicable legislation, leave of absence without pay and without loss of seniority, so that the Employee may be a candidate in Federal, Provincial or Municipal elections.

21:04

Pregnancy / Parental Leave

Pregnancy leave and or Parental Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended from time to time.

21:04 (a)

An Employee entitled to pregnancy leave under the above, and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act (Canada), as amended from time to time, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan as follows:

- 1) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked, prior to the commencement of the pregnancy leave ; and
- 2) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefit 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 her regular classification which she was receiving on the last day worked, prior to the commencement of the pregnancy leave.

21:04 (b)

Employees shall have no vested right to payments under the Plan except payments during a period of unemployment specified by the Plan.

- 21:04 (c)** Payments with respect of guaranteed annual remuneration, as defined in The Employment Insurance Act (Canada) as amended from time to time, or in respect of differed remuneration or severance pay benefit shall not be reduced or increased by payments received under the Plan.
- 21:04 (d)** To be eligible for the Supplementary Unemployment Benefit Plan allowance in Article 21:04 (a), the Employee shall sign an agreement providing:
- 1) that she will return to work and remain in the employ for a period of at least six (6) months
 - 2) that she will return to work on the date of the expiry of her pregnancy/parental leave including any extension, and
 - 3) that the Employee recognizes that she is indebted to the Employer for the amount received as a Supplementary Unemployment Benefit should she fail to return to work and remain in the employ of the employer as provided in (1) and (2) above.
- 21:04 (e)** For an Employee on pregnancy and/ or parental leave coverage under the group insurance plan shall continue unless the Employee elects in writing not to participate in the Plan.
- 21:04 (f)** An Employee on pregnancy and/or parental leave shall continue to accumulate vacation and seniority credits during the period of such leave.
- 21:04(g)** An Employee returning from pregnancy and/or parental leave shall be assigned to the position held immediately prior to the commencement of such leave and be paid at the step in the salary range that would have been attained had the leave of absence not been granted.
- 21:05** **Special or Compassionate Leave**
- Leave-of-absence without pay and without loss of seniority may be granted to an Employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Employer for a period of up to one (1) continuous year with the approval of the General Manager. Application for leave under this section should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of emergency when as much notice as possible should be given.

21:06

Citizenship Leave

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

21:07

Self-Funded Leave Plan

An Employee may apply to participate in the Self-Funded Leave Plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years. The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the Employee on a monthly or lump sum basis during the leave of absence.

During the leave, the Employee's insured benefits will be continued where the Employee continues to pay for his/her portion.

At the end of the leave, an Employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he/she had attained when the leave commenced. If the position no longer exists, the provisions of Article 8 -- Layoff and Recall shall apply. It is understood, however, that the notice period begins when the position is declared surplus by the GSHC, not when the Employee returns from leave.

ARTICLE 22:00 - PAYMENT OF WAGES

22:01

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

22:02

Vacation Pay

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

22:03

Pay During Temporary Assignments

22:03(a)

When an Employee is required to perform the duties of any higher position for a period in excess of one and one-half (1½) hours in one (1) day, the corresponding rate of pay for such higher position shall be paid for the whole period during which time duties at the higher level are performed.

22:03(b)

When an Employee is required to substitute for an Employee who is receiving a lower rate of pay than the substituting Employee, the pay of such substitute shall not be changed.

22:04

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

22:05

Reclassification

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

ARTICLE 23:00 - SHIFT BONUS

23:01

For all hours worked between five (5) p.m. and seven (7) a.m. an Employee shall receive a shift premium on the following basis:

- (i) Effective April 1, 2005 seventy-seven cents (\$0.77) per hour.
- (ii) Effective April 1, 2006 eighty cents (\$0.80) per hour.
- (iii) Effective April 1, 2007 eighty three cents (\$0.83) per hour.
- (iv) Effective April 1, 2008 eighty-five cents (\$0.85) per hour.
- (v) Effective April 1, 2009 eighty-eight cents (\$0.88) per hour.

Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.

23:02

In addition to the Employee's regular pay for such work, and in addition to shift bonus, if applicable, Employees whose regular shift includes work on Saturday or Sunday shall receive a premium on the following basis:

- (i) Effective April 1, 2005 eighty-eight cents (\$0.88) per hour.
- (ii) Effective April 1, 2006 ninety-one cents (\$0.91) per hour.
- (iii) Effective April 1, 2007 ninety-four cents (\$0.94) per hour.
- (iv) Effective April 1, 2008 ninety-seven cents (\$0.97) per hour.
- (v) Effective April 1, 2009 one dollar (\$1.00) per hour.

ARTICLE 24:00 - CHANGES IN REGULATIONS

24:01

The Employer agrees to provide to the Sectional Chair a copy of new or amended Greater Sudbury Housing Corporation policies related to any matter covered by this Agreement.

ARTICLE 25:00 - EMPLOYEE BENEFITS

25:01 Articles 25.02 to 25.05 will apply only to Full-Time Permanent Employees.

25:02(a) **Basic Life Insurance**

All Permanent Full-Time Employees will be covered with Group Life Insurance for an amount equal to Two (2) times the Employee's annual salary. The premium cost will be paid one hundred percent (100%) by the Employer.

25:02(b) **Dependent Life Insurance**

Employees, at their option, may purchase life insurance for dependants in the amount of 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 by pre-arranged payroll deductions.

25:02(c) **Optional Life Insurance**

Employees, at their option, may apply for optional life insurance in increments of Ten Thousand (\$10,000.00) Dollars up to a maximum of Two Hundred Thousand (\$200,000.00) Dollars on the approval of the carrier. The Employee pays the full premium for this coverage through payroll deductions.

25:03 **Extended Health Care**

25:03(a) The Employer shall pay one hundred percent (100%) of the monthly premium of the Extended Health Care for all Permanent Full-Time Employees, except in those cases where Employees have opted out of the plan.

25:03(b) The Major Medical Section of the Extended Health Care Plan will be subject to a deductible of ten dollars (\$10.00) per person covered to a maximum of twenty dollars (\$20.00) per family per year, including a Pay Direct Drug Card.

25:03(c)

Hearing Aid Coverage

The Employer agrees to pay the monthly premium for hearing aid coverage under the Extended Health Care Plan. The coverage provides for the purchase of hearing aids (Five Hundred (\$500.00) dollars every five (5) years) equivalent to the hearing aid component of the Extended Health Care Plan.

25:03(d)

Eye Glass Subsidy

The Employer agrees to pay the monthly premium for an eye glass subsidy under the Extended Health Care Plan. The maximum coverage provided to an Employee in any twenty-four (24) month period will be as follows:

- (i) Effective the first of the month following ratification by both Parties – Two Hundred and thirty seven dollars (\$237.00)
- (ii) Effective April 1, 2006 – Two Hundred and forty five dollars (\$245.00)
- (iii) Effective April 1, 2007 – Two Hundred and fifty three dollars (\$253.00).
- (iv) Effective April 1, 2008 – Two Hundred and sixty one dollars (\$261.00)
- (v) Effective April 1, 2009 – Two Hundred and sixty nine dollars (\$269.00)

25:03 (e)

Eye Examinations

The Employer agrees to pay for eye examinations every twenty four (24) months for eligible Employees and their dependents in the amount of fifty dollars (\$50.00)

25:04(a)

Weekly Indemnity Income Protection Plan

For Permanent, Full Time Employees, the Employer agrees to contribute One Hundred (100%) Percent of the total Employee premium cost for Weekly Indemnity Insurance, providing a benefit level of Seventy-five (75%) Percent of basic salary, the conditions of which are governed by the terms of provisions of the master contract with the carrier.

25:04(b)

Long Term Disability Insurance Plan

- 1) It shall be a condition of employment that all Employees be enrolled in a Long Term Disability (L.T.D.) Insurance Plan providing a benefit level of seventy-five (75%) Percent of basic salary, the conditions of which are governed by the terms and provisions of the Carrier. The premium cost will be paid one hundred percent (100%) by the Employer. Employee benefits as provided in Article 25 shall be maintained at no cost to the Employee, when the Employee is in receipt of L.T.D. benefits.
- 2) An Employee who has been in receipt of L.T.D. and who is certified fit to return to duty, shall be reinstated to the first available vacancy in the Employee's own classification. If a vacancy is not immediately available, the Employee will be placed on unpaid leave of absence for a period not exceeding 30 days. If not assigned to a position by the end of the unpaid leave, the Employee shall be laid off in accordance with the provisions of Article 8 - Lay-Off and Recall except that the Employee will not be given 6 months' paid notice. In assigning an Employee under this article, the provisions of Article 9 -- Staff Changes shall not apply.

25:05

Dental Plan

25:05(a)

The Dental Plan shall provide benefits as outlined in Appendix C to this Collective Agreement.

25:05(b)

The Employer shall pay one hundred percent (100%) of the monthly premium under this Plan for all permanent full-time Employees, except in those cases where Employees have opted out of the Plan.

25:06

Benefits – Part Time Employees

25:06(a)

This article applies only to part-time Employees, who are scheduled to work on a regular on-going basis at least one third of the normal work week as specified in Article 11.01(a) (1) and (2).

25:06(b)

The basic life insurance plan shall provide coverage equal to the Employee's annual salary. The Employer shall pay one hundred percent (100%) of the premium for this coverage.

- 25:06(c)** Except in those cases where Employees have opted out of the Plan, the Employer shall pay a pro-rated premium for:
- 1) Supplementary Health and Hospital Insurance Plan
 - 2) Dental Plan
- The premium will be pro-rated on the percentage of the Employee's weekly hours of work relative to the normal work week as specified in Articles 11. The Employee shall pay the balance of the premium through payroll deduction.
- 25:06(d)** It shall be a condition of employment that eligible Employees as defined in 24:06 (a) above be enrolled in the Long Term Disability Insurance Plan. The premium cost will be paid seventy five percent (75%) by the Employer and twenty five percent (25%) by the Employee. Employee benefits as provided in Article 25.06(b) and (c) shall be maintained at no cost to the Employee, when the Employee is in receipt of L.T.D. benefits.
- 25:06(e)** **Supplementary Life Insurance**
- Employees, at their option, may apply for optional life insurance in increments of Ten Thousand (\$10,000.00) Dollars up to a maximum of Two Hundred Thousand (\$200,000.00) Dollars at the approval of the Carrier. The Employee pays the full premium for this coverage through payroll deductions.
- 25:07** **Leave of Absence Without Pay**
- During leave-of-absence without pay, Employees may continue participating in Basic Life, Supplementary Health and Hospital, Long Term Disability Insurance Plan 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 their GSHC payroll section.

25:08

Leave of Absence – Workplace Safety and Insurance

Employees collecting workers' compensation benefits shall have their benefits continued by the Employer provided for under the Workplace Safety and Insurance Act. Employees no longer eligible for benefits under the Act, may elect to continue participating in the benefit plan as per 25.07.

For the purpose of "family" benefit coverage, common-law spouse and partner of the same sex are deemed to be included.

25:09

Equivalent Carrier

Both Parties agree that should the Employer or the Union find an equivalent carrier at a more economical rate compared to those in Article 25, the Parties will meet and seriously discuss the subject matter with the objective of changing to such carrier upon the mutual agreement of the Parties.

25:10

Note

The Parties agree that the premiums paid by the Employer for Supplemental Health and Hospital Insurance effectively incorporate the Employees' share of the EI Premium Reduction granted by Human Resources Development Canada to this group, on an ongoing basis.

ARTICLE 26:00 - NO STRIKES OR LOCK-OUTS

26:01

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

ARTICLE 27:00 - MILEAGE RATES

27:01

The Employer agrees to reimburse all Employees who upon prior approval by their immediate non-union Supervisor use their private automobile on business of the Employer at the prevailing mileage rates as provided by the City of Greater Sudbury for its Employees.

Mileage for the purpose of the foregoing accumulates from the 1st day of January in each calendar year.

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

ARTICLE 28:00 - JOINT LABOUR MANAGEMENT COMMITTEE

28:01

Policy

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

28:02

Scope

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

28:03 **Membership**

28:03(a) The Committee shall be composed of not more than three (3) representatives from each of the Parties. Management's committee shall include the General Manager, Union's committee shall include the Sectional Chair. Meetings will be held once every three (3) months or as required.

28:03(b) The Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate at such meetings provided the provisions of Article 28:03 (a) are adhered to.

28:04 **Agenda**

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

28:05 **Chairperson**

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

ARTICLE 29:00 - UNION STEWARDS

29:00 **Union Stewards**

29:01 The Local Union Steward may assist any Employee whom the Steward represents in presenting the Employee's grievance in accordance with the grievance procedure.

29:02 The Union agrees to provide the Employer with a list of authorized Stewards in January of each year, and inform the Employer of any changes thereto, as soon as possible. The Union shall notify the Employer in writing of the name of each Steward, before the Employer shall be required to recognize them.

ARTICLE 30:00 - GENERAL CONDITIONS

30:01 Accommodation at Work

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

30:02 Bulletin Boards

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

30:03 Tools and Protective Clothing

The Employer will supply to maintenance Employees work tools and protective clothing as required. Where protective clothing is supplied it must be worn as a condition of employment.

30:04 Safety Footwear

The Employer shall pay to each Permanent Full Time and Permanent Part Time Maintenance Employee a Safety Footwear Subsidy as determined by The Occupational Health and Safety Act, and Regulations for Construction Projects, as amended from time to time on the following basis:

- (i) Effective April 1, 2005 One hundred and thirty-four dollars (\$134.00) per annum
- (ii) Effective April 1, 2006 One hundred and thirty-nine dollars (\$139.00) per annum
- (iii) Effective April 1, 2007 One hundred and forty-four dollars (\$144.00)per annum
- (iv) Effective April 1, 2008 One hundred and forty-eight dollars (\$148.00) per annum
- (v) Effective April 1, 2009 One hundred and fifty-two dollars (\$152.00)per annum

The Safety Footwear Allowance will be paid out as a non-taxable allowance on the first full pay period in April of each year of the collective agreement.

30:04 The provisions of this article shall not apply to Employees who have applied for or are receiving Long Term Disability Benefits, or are on an unpaid leave of absence. Should an Employee, who has not received the annual safety footwear allowance in the current year, return to work by October 1st, the Employee shall be paid the safety footwear allowance within 2 weeks of the date of return to work.

30:05 **Winter Outerwear**

30:05(a) The Employer will supply appropriate winter parkas to all Maintenance Employees who work outside.

30:05(b) The Employer may provide snowmobile suits in place of winter parkas, to Maintenance Employees who regularly work outdoors in extreme winter conditions.

30:06(a) **Safety**

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

30:06(b) **Hepatitis B Vaccination**

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

30:07 **Retirement Age**

All Employees reaching normal retirement age of age sixty-five (65) shall be obliged to retire from the service of the Employer.

30:08

No Pyramiding

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

30:09

Moving Expenses on Transfer

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

30:10

Clean-up Time

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

30:11

Joint Health and Safety Committee

30:11(a)

Local Health and Safety Committees shall be established with equal representation from the Employer and the Union.

30:11(b)

The Local Committee will meet every three (3) months, if required, or more frequently if mutually agreed to, to enquire into practices and inspect projects on-site.

30:11(c)

A designated safety representative from the bargaining unit will be recognized by the Employer. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the General Manager or designee. Unresolved items may be appealed to the Local Health and Safety Committee.

30:11(d)

The powers of this Committee shall be as outlined in *The Occupational Health & Safety Act*, as amended from time to time.

30:11(e) It is understood that the Local Health and Safety Committees referred to above which provide for joint enquiry into safety practices and inspection of on-site projects by a joint committee does not, in any way derogate from or limit the function of Management to take such action as it may decide to take arising out of its responsibility for safety measures and in a manner in keeping with its management responsibilities.

30:12 **Rest Periods**

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

30:13 **Disabled Employees**

30:13(a) Any Employee who has become unable to do the normal and regular duties owing to partial disability or infirmity shall be given consideration for work within the Employee's capabilities and qualifications. In assigning an Employee to a vacancy under this article, it should be understood that the provisions of Article 9.01 would not apply.

30:13(b) If an Employee, who is disabled due to illness or injury, is capable of returning to perform the essential duties of the pre-disability position, the Employee shall provide relevant medical documentation and co-operate with the Employer in modifying the job to enable the Employee to assume the full duties of the position on a gradual basis (unless this modified arrangement causes undue hardship to the GSHC).

30:14 **Change of Address**

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

30:15

Adverse Weather Conditions

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

When an Employee, through no fault of his/her own, is unable to report for work because of the above, such Employee shall suffer no loss of pay or other benefits, nor shall he/she be required to make up, in any way, for time lost due to not reporting to work.

30:16

Payment of Legal Fees

Reimbursement of legal fees is available to all Employees in accordance with the established Greater Sudbury Housing Corporation's Legal Indemnification Policy.

ARTICLE 31:00 - TERM OF AGREEMENT

31:01

This Agreement is in effective from April 1, 2005, until March 31, 2010, and shall continue from year to year thereafter unless either party gives notice to bargain within One Hundred and Twenty (120) days of the expiry date.

IN WITNESS WHEREOF these present have been executed by the authorized representatives of the Parties at the City of Greater Sudbury, Ontario this 27th day of October, 2005.

**FOR GREATER SUDBURY
HOUSING CORPORATION:**

**FOR CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL
#4705:**

Board Chairperson

President

General Manager

Sectional Chair

National Representative

Bargaining Committee Member

SCHEDULE "A"

ADMINISTRATIVE EMPLOYEES JOB GROUPS AND CLASSIFICATIONS AND HOURLY WAGE RATES

Job Groups and Classifications

- Group 1
- Group 2
- Group 3
- Group 4 Receptionist/Administrative Clerk Typist
- Group 5
- Group 6 Application Clerk
- Group 7
- Group 8 Accounting Clerk
 - Accounts Payable – Input/Output Control Clerk
 - Accounts Receivable Clerk
 - Property Management Clerk
 - Technical/Purchasing Clerk
 - Tenant Placement Officer
 - Works Control Clerk
- Group 9
- Group 10
- Group 11 Community Relations Worker
 - Property Management Support Worker
- Student \$11.93 for term of Collective Bargaining Agreement

Hourly Wage Rates

SCHEDULE "A"

ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE

Effective April 1, 2005 - 3.25%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	13.72	14.07	14.36	14.87	15.29
Group 2	14.34	14.64	15.11	15.53	15.93
Group 3	14.82	15.26	15.72	16.22	16.72
Group 4	15.49	15.95	16.45	16.95	17.48
Group 5	16.02	16.53	17.04	17.56	18.11
Group 6	16.70	17.24	17.77	18.34	18.91
Group 7	17.56	18.11	18.67	19.26	19.87
Group 8	18.28	18.91	19.56	20.21	20.89
Group 9	19.01	19.70	20.40	21.16	21.91
Group 10	20.08	20.80	21.55	22.34	23.14
Group 11	21.37	22.10	22.80	23.53	24.24

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2006 - 3.25%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	14.17	14.53	14.83	15.35	15.79
Group 2	14.81	15.12	15.60	16.03	16.45
Group 3	15.30	15.76	16.24	16.75	17.26
Group 4	15.99	16.47	16.98	17.50	18.05
Group 5	16.55	17.07	17.59	18.13	18.70
Group 6	17.24	17.80	18.35	18.93	19.52
Group 7	18.13	18.70	19.27	19.88	20.51
Group 8	18.87	19.52	20.19	20.86	21.57
Group 9	19.63	20.34	21.07	21.84	22.62
Group 10	20.73	21.48	22.25	23.07	23.89
Group 11	22.07	22.81	23.54	24.30	25.03

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2007 - 3.25%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	14.63	15.00	15.31	15.85	16.30
Group 2	15.29	15.61	16.10	16.55	16.98
Group 3	15.80	16.27	16.76	17.29	17.82
Group 4	16.51	17.01	17.53	18.07	18.63
Group 5	17.08	17.62	18.16	18.72	19.31
Group 6	17.80	18.38	18.94	19.55	20.15
Group 7	18.72	19.31	19.90	20.53	21.18
Group 8	19.48	20.15	20.85	21.54	22.27
Group 9	20.26	21.00	21.75	22.55	23.36
Group 10	21.41	22.18	22.97	23.82	24.67
Group 11	22.78	23.56	24.30	25.09	25.84

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2008 - 3%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	15.07	15.45	15.77	16.33	16.79
Group 2	15.75	16.08	16.59	17.05	17.49
Group 3	16.27	16.76	17.27	17.81	18.35
Group 4	17.01	17.52	18.06	18.62	19.19
Group 5	17.60	18.15	18.71	19.28	19.89
Group 6	18.33	18.93	19.51	20.13	20.76
Group 7	19.28	19.89	20.50	21.14	21.81
Group 8	20.07	20.76	21.47	22.19	22.94
Group 9	20.87	21.63	22.40	23.23	24.06
Group 10	22.05	22.84	23.66	24.53	25.41
Group 11	23.47	24.26	25.03	25.84	26.62

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2009 - 3%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	15.52	15.92	16.24	16.82	17.29
Group 2	16.22	16.56	17.08	17.56	18.02
Group 3	16.76	17.26	17.78	18.35	18.91
Group 4	17.52	18.04	18.60	19.17	19.77
Group 5	18.12	18.70	19.27	19.86	20.48
Group 6	18.88	19.50	20.10	20.74	21.38
Group 7	19.86	20.48	21.11	21.78	22.47
Group 8	20.67	21.38	22.12	22.85	23.62
Group 9	21.50	22.28	23.07	23.93	24.78
Group 10	22.71	23.53	24.37	25.27	26.17
Group 11	24.17	24.99	25.78	26.61	27.42

SCHEDULE "B"

MAINTENANCE EMPLOYEES JOB CLASSIFICATIONS AND HOURLY WAGE RATES

MAINTENANCE EMPLOYEES HOURLY WAGE SCHEDULE

Effective April 1, 2005 - 3.25%

Classification	Hourly Rate
Building Custodian	\$18.78
Maintenance Repairperson	\$19.66
Electrician	\$22.50
Student	\$11.93

MAINTENANCE EMPLOYEES HOURLY WAGE SCHEDULE

Effective April 1, 2006 - 3.25%

Classification	Hourly Rate
Building Custodian	\$19.39
Maintenance Repairperson	\$20.30
Electrician	\$23.23
Student	\$11.93

MAINTENANCE EMPLOYEES HOURLY WAGE SCHEDULE

Effective April 1, 2007 - 3.25%

Classification	Hourly Rate
Building Custodian	\$20.02
Maintenance Repairperson	\$20.96
Electrician	\$23.99
Student	\$11.93

MAINTENANCE EMPLOYEES HOURLY WAGE SCHEDULE

Effective April 1, 2008 - 3%

Classification	Hourly Rate
Building Custodian	\$20.62
Maintenance Repairperson	\$21.59
Electrician	\$24.71
Student	\$11.93

MAINTENANCE EMPLOYEES HOURLY WAGE SCHEDULE

Effective April 1, 2009 - 3%

Classification	Hourly Rate
Building Custodian	\$21.24
Maintenance Repairperson	\$22.23
Electrician	\$25.45
Student	\$11.93

APPENDIX A

MEMORANDUM OF UNDERSTANDING

SUBJECT: SECURITY TENANTS

As per Article 1.01(g) of the Collective Agreement, it is agreed that the following terms and conditions shall apply to Security Tenants:

Purpose:

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

Qualifications:

Ability to understand simple oral and written instructions.

Duties:

- reporting maintenance problems to supervisor
- reporting on vandalism to supervisor
- assisting on lock-outs
- monitoring fire alarm systems and assisting in cases of fire alarms
- reporting disturbances to supervisor and/or police
- maintaining general security, ensuring doors are properly secured
- any other related duties.

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

Where a Security Tenant is required to perform any work other than those duties listed above, the Employer will pay the Security Tenant for such work at the rate of Thirteen (\$13.00) Dollars per hour effective April 1, 2002; Thirteen Dollars (\$13.39) and Thirty-Nine Cents per hour effective April 1, 2003; and Thirteen Dollars (\$13.79) and Seventy-Nine Cents per hour effective April 1, 2004 on the following basis:

Less than 15 minutes - minimum 1/4 hour

15 to 30 minutes - 1/2 hour

31 to 45 minutes - 3/4 hour

46 minutes to 1 hour - 1 hour

Union dues as per Article 5.02 will be deducted monthly, based on earnings for the previous month and in accordance with rates laid down by the Union from time to time. However, no dues will be deducted if the Security Tenant has worked three (3) hours or less during the previous month.

It is understood that Security Tenants are covered per current provisions of the *Workplace Safety and Insurance Act*, as amended from time to time.

FOR THE EMPLOYER:

FOR THE UNION:

Dated this 27th day of October, 2005

APPENDIX B

October 27, 2005

Mr. Lynn Senecal
Sectional Chair
CUPE and its Local 4705
101-1960 B Paris St.
Sudbury, ON P3E 4V3

Dear Mr. Senecal:

Re: Social Housing Reform Act and French Language Services Act

As a result of the proclamation of the *Social Housing Reform Act* and the *French Language Services Act*, which obliges the provision of services in the French language, the Parties agree that it is the exclusive function of the Employer to designate bilingual positions as required to meet operational needs of the Greater Sudbury Housing Corporation.

In considering the designation of bilingual positions, the Employer will endeavour to ensure that the continuing opportunities for advancement of all Employees is maintained.

In the event of a reduction in the number of Employees in a designated bilingual position, the Employer agrees that no Employee can be laid off for the sole reason that the Employee is not bilingual unless the Employer cannot fulfil its legislative requirements if the displacement is allowed.

On behalf of the Greater Sudbury Housing Corporation,

Robert Sutherland
General Manager

APPENDIX C

DENTAL BENEFITS SUMMARY DESCRIPTION

1. BENEFIT SUMMARY

Covered Expenses: Routine and Denture Services

Deductible: Nil Deductible

Reimbursement Percentage:

- Routine Services - 100%
- Denture Services - 50%

Benefit Maximums:

- Routine Services
 - Full-time Employees and dependants - Unlimited
 - Part-time Employees and dependants - \$1,000 per individual per calendar year
- Denture Services
 - All Employees and dependants - \$1,000 per individual per calendar year

Dental Schedule: Current Ontario Dental Schedule of Fees

2. COVERED EXPENSES

1. Routine Services:

A. Diagnostic Services

1. Examinations, including:
 - one complete oral examination in any period of 36 consecutive months
 - recall examinations once during any period of 6 consecutive months
 - emergency examinations
 - specific oral area examinations
2. Panoramic x-rays and full-mouth series of x-rays, once during any period of 36 consecutive months. Bite-wing x-rays once during any period of 6 consecutive months.

B. Preventive Services

1. Prophylaxis (cleaning and scaling), once during any period of 6 consecutive months.
2. Oral hygiene instruction, once during any period of 6 consecutive months.
3. Topical application of fluoride solutions.
4. Interproximal diskings of teeth.

C. Minor Restorative Services:

1. Removal of carious lesions.
2. Amalgam (excluding bonded amalgams), acrylic and composite restorations, including pin reinforcement.
3. Stainless steel crowns.

D. Surgical Services:

1. Extractions and surgical removal of teeth and residual roots.
2. Anaesthesia required in relation to dental surgery.
3. Therapeutic drug injections provided by a dentist.

E. Endodontic Services:

1. Treatment of pulp chamber.
2. Root canal therapy for permanent teeth.
3. Apexification and peripheral services.

F. Periodontal Services:

1. Periodontal surgery.
2. Periodontal sealing and root planing.
3. Special periodontal appliances, excluding appliances for treatment of temporal mandibular joint dysfunction.

2. Denture Services:

1. Provision of an initial removable partial or complete denture?
2. Replacement of an existing denture if:
 - a) at least one additional tooth was extracted and the existing denture cannot be made serviceable. (If the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth).
 - b) it replaces an existing denture, which is at least 5 years old and cannot be made serviceable.

- c) it places a temporary denture installed after the date coverage is effective.
 - d) the replacement is required as the result of an initial opposing denture after the date coverage is effective.
 - e) the replacement is required as the result of an accidental injury, which occurs after the date coverage is effective.
3. Repairs, relines, rebases and adjustments to existing dentures.
 4. Diagnostic casts, excluding orthodontic diagnostic casts.

3. **COVERED EXPENSES LIMITATIONS:**

The following items are not covered under *the Plan* unless otherwise stated:

1. Services and supplies rendered for dietary planning>
2. Treatment not yet approved by the Canadian Dental Association or which is experimental in nature.
3. Broker-appointments or completion of claim forms.
4. Dental treatment that is not "treatment necessarily rendered" as defined in the Group Policy. Covered expenses, subject to the definition of "Reasonable and Customary Charges" will be considered for the portion of the expenses that would have been incurred for an alternate form of treatment that would qualify as "treatment necessarily rendered".
5. Dentures which have been lost, mislaid or stolen.
6. Services and supplies rendered for a full mouth reconstruction, for a vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.
7. Services and supplies rendered for facings on crowns or pontics posterior to the second bicuspid.
8. Covered expenses incurred, as a result of accidental injury to natural teeth, for treatment completed more than 12 months after the accident.
9. Any services or treatment which are not identified as "Covered Expenses" under the Group Policy.

APPENDIX D

October 27, 2005

Mr. Lynn Senecal
Sectional Chair
CUPE and its Local 4705
101-1960 B Paris St.
Sudbury, ON P3E 4V3

Dear Mr. Senecal:

Re: Cable TV

The Employer agrees to continue providing free basic cable TV services to the following on-site custodians:

L. Romain	- 159 Louis Street
L. Senecal	- 1960 B Paris Street
B. Larose	- 1052 Belfry Street

This benefit will remain in place for the duration of the period that they maintain their on-site status. The above benefit will not apply to any on-site custodians and security tenants appointed after May 18, 1990.

On behalf of the Greater Sudbury Housing Corporation.

Robert Sutherland
General Manager

APPENDIX E

MEMORANDUM OF UNDERSTANDING

SUBJECT: PILOT PROJECTS

The following letter of understanding will only apply for the term of this Collective Agreement

The intent of this letter of understanding is to promote local flexibility and to facilitate local restructuring, reengineering, and or cost management. With prior written agreement of the Local Union and the Employer, the Employer may implement pilot projects at the local level that amend terms of the Collective Agreement in order to achieve the goals outlined above.

Implementation of Pilot Projects may result in changes in the areas of job classifications, hours of work, premium payments, or other terms of the Collective Agreement as necessary. Any agreed to Pilot Projects are without precedent or prejudice to either party.

FOR THE EMPLOYER

FOR THE UNION

Robert Sutherland

Dennis Burke

Dated this 27th day of October, 2005

APPENDIX F

MEMORANDUM OF UNDERSTANDING

SUBJECT: VOLUNTARY DEPARTURE

An Employee who is actively at work may identify in writing to the Employer his/her desire to accept long-term layoff under Article 8 of the Collective Agreement. Where long-term layoff within a specific classification is required, prior to providing notice under Article 8.01, the Employer will review such requests. The Employer shall consider requests from Employees in that classification on the basis of greatest seniority. Approval shall not be unreasonably withheld. Prior to accepting such requests, the Employer shall advise the Employee concerned that a voluntary layoff opportunity is available.

On mutual agreement, between the Employee concerned, the Employer, and the Sectional Chair, the required notice period may be waived. An Employee, who accepts such long-term layoff, will not have access to displacement or recall rights under Article 8.

Upon being advised that a voluntary layoff opportunity is available or at any time prior to receiving surplus notice, the Employee retains the right to withdraw in writing his/her desire to accept voluntary long-term layoff.

FOR THE EMPLOYER

FOR THE UNION

Dated this 27th day of October, 2005.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

SUBJECT: IF A REDUCTION OF PERMANENT EMPLOYEES

It is understood and agreed that in the event of a reduction of permanent Employees, the Employer shall make every reasonable effort to provide the Union at least three (3) months' notice.

The Parties agree to meet within ten (10) working days of receipt of such notice for the purpose of minimizing any adverse effects upon the Employees involved. Such discussion shall include the implementation of an Early Retirement Incentive Program and/or other recognized voluntary leaving incentive programs as an alternative to layoffs.

Nothing in this Appendix commits the Employer to offering any program should the Employer not deem it appropriate to do so.

FOR THE EMPLOYER

FOR THE UNION

Dated this 27th day of October, 2005

APPENDIX H

October 27, 2005

Mr. Lynn Senecal
Sectional Chair
CUPE and its Local 4705
101-1960 B Paris St.
Sudbury, ON P3E 4V3

Dear Mr. Senecal:

Re: RETROACTIVE PAYMENTS

The Employer agrees that any negotiated increase to basic wages and wage adjustments will be paid on all hours paid retroactively to April 1, 2005 to all bargaining unit Employees who were employed by the Greater Sudbury Housing Corporation on or after April 1, 2005.

The Employer agrees that the above-noted retroactive payment is made within two full pay periods of ratification of Collective Bargaining Agreement by both Parties.

The Parties agree that increases to any premiums will be paid effective date of ratification of the CBA by both Parties.

On behalf of the Greater Sudbury Housing Corporation,

Robert Sutherland
General Manager

APPENDIX I

MEMORANDUM OF AGREEMENT

The parties agree that, during the term of the current collective agreement Article 19:02 of the collective agreement between the parties (which expires 31 March, 2010) (the "Collective Agreement") will be interpreted and applied in the following manner:

1. "Notified" as used in the article will mean a direct conversation in person or by phone with the employee's supervisor.
2. The Employer may advise the employees and the Union in writing of who shall be considered each supervisor's "designated alternate" for the purpose of this article. If a designated alternate is not identified by the Employer, an employee will not be required to contact a designated alternate in order to comply with the article, but shall proceed as indicated below. The list of designated alternates may be changed at the discretion of the Employer. Amended lists will be distributed to the employees and copied to the Union. Compliance with this paragraph will be considered sufficient notice of the designated alternates to the employees and the Union.
3. If an employee is unable to contact his or her supervisor or his or her designated alternate (if any), the employee shall speak to the General Manager or his/her Executive Assistant.
4. If, after making the attempts identified above, the employee is still unable to speak directly to the identified persons, the employee will direct reception to page any available manager over the office intercom system, and the employee will report his/her absence to that person.
5. The parties understand and agree that leaving a voicemail is not considered sufficient notification for the purpose of the article.
6. Nothing in this memorandum shall be interpreted as amending or abridging the time limits prescribed by the article.

FOR THE EMPLOYER:

FOR THE UNION:

Dated this 27th day of October, 2005.

**COLLECTIVE AGREEMENT
BETWEEN
GREATER SUDBURY HOUSING CORPORATION
AND CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4705**

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