

COLLECTIVE BARGAINING AGREEMENT

between

**THE CITY OF GREATER SUDBURY
(hereinafter referred to as the “Employer”)**

and

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

April 1, 2019 to March 31, 2023

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ARTICLE 1:00 - DEFINITIONS

1:01

- a) "Employee" means a person in the bargaining unit described in Article 2.
- b) "Probationary Employee" means one who is employed in the bargaining unit and has not acquired seniority.
- c) "Permanent Employee" means an Employee who has acquired seniority.
- d) "Full-Time Employee" means one who is regularly employed for the normal hours per week as set out in Article 12:01 (a).
- 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.
- 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.
- g) "Building Attendant" means a person retained for purposes outlined in Appendix A of this agreement. The only terms and conditions of this agreement that apply to Building Attendants 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 Operations in the City of Greater Sudbury save and except Supervisors, those above the rank of Supervisor, and the Employees included and excluded under a subsisting Collective Bargaining Agreement between CGS and the Canadian Union of Public Employees and its various locals, Ontario Nurses' Association, Christian Labour Association of Canada, or the International Association of Fire Fighters.

- 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.
- 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 at least fifteen (15) days prior to the effective date of the change and shall be supplied with the revised job description.
- 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.
- 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

- 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 18 – Vacation; Article 19 - Designated Holidays; Article 20 - Sick Leave; Article 22:04 (a), (b), (d), (e) and (f) – Pregnancy Leave Provisions; Article 22:05 – Special or Compassionate Leave; and Article 26 – Employee Benefits.
- b) Seniority shall not accumulate unless and until the Temporary Employee acquires permanent status and then shall accumulate up to a maximum of twenty-four (24) 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.
- 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.

- d) Notwithstanding Articles 1:01(f) and 9.01, 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 9:01 would not apply in the interim.
 - 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 9:01 would not apply for this agreed upon period.
 - 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 and the Ontario Occupational Health and Safety Act.
- 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.
- 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.
- 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 as well as each Employee's wage rate, hours of work, and employment status, 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 inform the new Employee of the conditions of employment and the rules and procedures in effect as an Employee of the Greater Sudbury Housing Operations. The Employer will notify the Unit Chair of all new Employees prior to the commencement of their employment. The Unit Chair, or designate, will be allotted thirty (30) minutes of work time with each new employee, within their first month of employment, for the purpose of offering a Union orientation. The Unit Chair, or designate, will seek approval from their Supervisor prior to scheduling the meeting with the new Employee and such approval will not be unreasonably denied.

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 Bargaining 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 Union Leaves of Absence for Union Business

Subject to the approval of the Employer, which 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 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 Director, 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, ninety (90) days worked but may be extended to one hundred and twenty (120) days worked, with mutual agreement between the Employer 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.
- 6) Where the Employee has been absent due to disability for a period of thirty (30) months and there is no reasonable likelihood the Employee will return to work in the near future and provided the termination is not contrary to the Human Rights Code.

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.
- 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 Director 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 have access through the CGS website to all Housing Operations job postings for a period of eighteen (18) months from the date of the lay-off. If requested, the Employer shall send a paper copy by mail.

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 posted on the CGS website and circulated via Employee email. The Employer shall mail a copy of the notice of vacancy to all Employees who are on Weekly Indemnity, WSIB, or approved leave of absence.

b) 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.

c) 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.

d) 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.

- e) 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.
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(e) (1), may also be posted where the Employer determines that it is operationally feasible.

9:02 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.

9:03 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.

9:04 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 29, may agree to give priority to employment equity in cases where designated groups are under-represented.

9:05

- a) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the CGS website.

- b) Any Employee who applied for a posted vacancy and is unsuccessful shall be given the reasons verbally upon request of the Employee.
- 9:06** 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.
- 9:07** When an assignment of "Lead-Hand" is required, the senior qualified Employee in the area shall be assigned in accordance with Article 23:03.

ARTICLE 10:00 – GRIEVANCE PROCEDURE

- 10:01(1)** Within the Terms of this Agreement, a grievance shall be defined as a difference arising between the Employee, the Union or both, and the Employer as to the interpretation, application, administration or the alleged violation of the provisions of this Agreement.
- 10:01(2)** All grievances shall be in writing and all replies to all stages shall be in writing. Working days as referred to in this Article shall mean a day other than Saturday, Sunday, or a Specified Paid Holiday.
- 10:01(3)** An Employee Grievance must be signed by the aggrieved Employee and a General Grievance must be signed by the President and Secretary of the Union or their appointees and must also indicate the specific redress sought.
- 10:01(4)** The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee from the membership of the Housing Bargaining Unit, who shall be Employees of the Employer. The Members of such a Committee shall be communicated to the Employer by CUPE and its Local #4705.
- 10:01(5)** Any grievance by the Employer or the Union as provided under Article 10:10 shall be filed within sixty (60) working days of the occurrence.

10:02 Stage One

It is understood that an Employee has no grievance until he/she has first given his/her Supervisor an opportunity to adjust his/her Complaint. In discussing his/her Complaint, the Employee may be accompanied by a Steward.

Any Employee's Complaint which is not settled by his/her Supervisor within three (3) working days of the lodging of the Complaint, shall then commence at Stage Two of the Grievance Procedure provided that no more than thirty (30) working days have elapsed since the occurrence of the alleged grievance.

It is to be understood that any decision reached at Stage One of the Grievance Procedure is without precedent or prejudice.

10:03 Stage Two

One (1) Union Grievance Committee Member accompanied by the aggrieved Employee, shall submit the written grievance to his/her respective Manager or Director or their designates and send one (1) copy to the Director of Human Resources and Organizational Development. A meeting shall take place with these participants within seven (7) working days from receipt of the notification from the Grievance Committee. The Grievor's attendance shall be paid by the Employer. An answer shall be given within seven (7) working days of the meeting. Any grievance which is not settled by the Manager or Director or their designates may proceed to Stage Three, provided that not more than seven (7) working days have elapsed since the receipt of the Employer's written reply at Stage Two.

10:04 Stage Three

Two (2) members of the Union Grievance Committee, and a National Representative or designates may then take the matter up with the Director of Human Resources and Organizational Development and another Executive Leadership Team member or their designates. The Grievor may attend this meeting at the discretion of the Union. Should the meeting take place at the Employee's regular depot/reporting location, their attendance shall be paid by the Employer. A meeting shall take place within eighteen (18) working days from receipt of notification from the Grievance Committee for a meeting between the respective Parties. Failing settlement at this meeting within nine (9) working days of receipt of the decision as submitted by the Director of Human Resources and Organizational Development and Executive Leadership Team member or their designates, then the matter may be referred to Arbitration as provided in Article 11, provided that not more than sixty (60) working days have elapsed since the date of the Stage Three decision.

10:05 When alternates are designated at any stage of the grievance process, they shall have the authority to resolve the grievance in question.

10:06 General Grievances

10:06(1) It is understood that there is no General Grievance until the Director of Human Resources and Organizational Development and the Executive Leadership Team Member or their designate concerned has had an opportunity to adjust the Complaint. Such Complaints to be satisfactorily settled within five (5) working days from receipt of the Complaint or it may then be immediately implemented under Article 10:04, Stage 3.

10:06(2) General Grievances are differences arising directly between the Union and the Employer concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement. They may be submitted in writing by either Party and dealt with as a grievance commencing at Stage Three of the Grievance Procedure, after Article 10:09 has been complied with.

10:07 Group Grievances

A Group Grievance shall be an alleged violation of the Collective Bargaining Agreement by two (2) or more Employees and arising out of the same set of circumstances as agreed to by the Parties. The resolution of the Group Grievance shall be binding upon all Grievors.

10:08 Discharge, Suspension and Discipline Cases

A Permanent Employee may be discharged, suspended or disciplined for just cause. Whenever the Employer deems it necessary to censure or discipline an Employee for just cause, the Employee will be so advised in advance. The Employee may request the presence of a Union Steward and if an Employee is to be disciplined at the Step 3, Step 4 or Step 5 level, the Employer will notify the Secretary of the Union and the Unit Chair in advance. A copy of the written confirmation of the censure or discipline shall be forwarded to the Secretary of the Union. If the Employee believes he/she has been unjustifiably discharged, suspended or disciplined, the Employee may have his/her grievance processed under the Grievance Procedure, starting at Stage Two for suspension and discipline and Stage Three for discharge, if presented in writing within seven (7) working days after the date of discharge, suspension or discipline. If a grievance should be settled finally in the Grievor's favour, reinstatement and pay adjustments shall be made at the Employee's regular basic rate (less amounts earned during time lost) for the hours per week, or any other arrangement which is just and equitable in the opinion of the conferring Parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

Should an Employee be placed on unpaid suspension pending investigation, the Employer will notify the Secretary to the Union and the Unit Chair.

The Employer shall provide the Recording Secretary of the Union and the Unit Chair with at least forty-eight (48) hours advance notice of discipline (for levels Step 3 and above) whenever it is reasonable to do so and to include in the notification the date, location and time the disciplinary meeting is scheduled to take place.

10:09 It is agreed and understood by both Parties, hereto, that there shall be no extension to the time limits as outlined in the Grievance Procedure unless by mutual consent.

10:10 Public Complaints

All complaints submitted by the public shall be reduced to writing by the Complainant. No Employee shall be accused of committing an act until proper and adequate investigation has taken place. Should the complaint prove to be valid, then the Employee shall be remitted with a copy of such complaint. If requested the Complainant shall be made known in confidence to the Chair of the Bargaining Unit or designate.

- 10:11** In the event that the Employer deems it appropriate to discipline an Employee, the discipline must be provided within twenty (20) working days of the incident. It is understood that the twenty (20) working days shall not apply when there is an investigation by a third party, a harassment investigation or the employee is on an approved leave of absence.
- 10:12** Any Notice of Disciplinary Action shall be disregarded after a period of eighteen (18) months provided that no further disciplinary action has been recorded. Should an Employee be absent due to illness, personal leave of absence, or work related injury more than fifteen (15) calendar days then the eighteen (18) month time period will be stopped until the Employee returns to work. When the Employee returns the time period will be adjusted and the Employee advised. Should an Employee have a reoccurrence of an illness or injury within thirty (30) calendar days of returning to work that Employee would not have the benefit of the fifteen (15) calendar day waiting period. The Employer will advise the Employee in writing of the elimination of the disciplinary notices with a copy to be sent to the Union.

Notwithstanding the above, any Step 1 or Step 2 Notice shall be disregarded after a period of twelve (12) months, provided no further disciplinary action has been recorded.

- 10:13** The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives shall have access to the Employer's buildings and properties in order to investigate and assist in the settlement of a grievance.
- 10:14** An Employee, upon written request to the Director of Human Resources and Organizational Development, may view the contents of his/her Personnel file in the Human Resources and Organizational Development Department at a time mutually convenient. An Employee may also, upon written request to the Director of Human Resources and Organizational Development, authorize a Union Representative to view the Employee's Personnel File in the Human Resources and Organizational Development Department at a time mutually convenient. Copies of any documents contained in the Personnel File may be released to the Employee upon written request by the Employee to the Director of Human Resources and Organizational Development, with the understanding that the Employer will no longer be responsible for the confidentiality of those documents.

ARTICLE 11:00 ARBITRATION

- 11:01** When either Party requests that a Grievance be submitted to Arbitration, communication shall be sent to the other Party of the Agreement, indicating the name of its Nominee on an Arbitration Board. Within five (5) working days thereafter,

the other Party shall answer by e-mail indicating the name and address of its Nominee to the Arbitration Board. The two (2) Nominees shall then meet to select an impartial Chairperson.

11:02 The above provisions shall apply unless either Party applies for a Sole Arbitrator under the Ontario Labour Relations Act, as amended.

11:03 If the recipient of the notice fails to appoint a Nominee to the Board, or if the Nominees fail to agree on a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour for Ontario upon the request of either Party.

11:04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board shall be final and binding upon the Parties. An Arbitration Board/Sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or substitute any new provision in lieu thereof, or to give any decision contrary to the Terms and Conditions of this Agreement, or in any way modify, add to, or detract from any provision of this Agreement. However, the Arbitration Board/Sole Arbitrator shall have the power to dispose of a Grievance by an arrangement which it deems just and equitable.

11:05 Each Party shall pay the fees and expenses of its Nominee to the Board of Arbitration and one-half (½) of the fees and expenses of the Chairperson.

11:06 **Expedited Arbitration**

When either Party requests that a termination grievance be expedited to arbitration, the Parties shall agree to an arbitrator and schedule two (2) consecutive days of hearing within three (3) months from the date of the final stage grievance meeting. It is understood that no grievance shall be expedited without the grievance being heard at a final stage grievance meeting in accordance with Article 11. A final stage grievance meeting shall take place within eighteen (18) days of the receipt of the grievance.

ARTICLE 12:00 - HOURS OF WORK

12:01

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;
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.

- 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.

12:02 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.

12:03 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 13:00 - WAGE RATES

13:01 Attached hereto and forming an integral part of this Agreement is Schedule "A" – Administrative Employees Job Groups and Classifications and Hourly Wage Rates.

13:02

- a) Attached hereto and forming an integral part of this Agreement is Schedule "B" – Maintenance Employees Job Classifications and Hourly Wage Rates.
- b) Employees designated as "Leadhand" shall be entitled to and be paid the following premium, one dollar and nineteen cents (\$1.19) per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

Effective October 29th, 2019, Employees designated as "Leadhand" shall be entitled to and be paid the following premium, one dollar and twenty-one cents (\$1.21) per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

Effective April 1, 2020, Employees designated as "Leadhand" shall be entitled to and be paid the following premium, one dollar and twenty-three cents (\$1.23) per

hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

Effective April 1, 2021, Employees designated as "Leadhand" shall be entitled to and be paid the following premium, one dollar and twenty-five cents (\$1.25) per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

Effective April 1, 2022, Employees designated as "Leadhand" shall be entitled to and be paid the following premium, one dollar and twenty-seven cents (\$1.27) per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater.

13:03 General Wage Increases

- a) Effective April 1, 2019, a one point seven percent (1.7%) General Wage Increase will be applied to those rates in effect on March 31, 2019 as per Schedule A and Schedule B of the Collective Bargaining Agreement.
- b) Effective April 1, 2020, a one point seven percent (1.7%) General Wage Increase will be applied to those rates in effect on March 31, 2020, as per Schedule A and Schedule B of the Collective Bargaining Agreement.
- c) Effective April 1, 2021, a one point six percent (1.6%) General Wage Increase will be applied to those rates in effect on March 31, 2021, as per Schedule A and Schedule B of the Collective Bargaining Agreement.
- d) Effective April 1, 2022, a one point five percent (1.5%) General Wage Increase will be applied to those rates in effect on March 31, 2022, as per Schedule A and Schedule B of the Collective Bargaining Agreement.

ARTICLE 14:00 - ON-SITE PROVISIONS

14:01 Maintenance Technician I 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 onsite hours;
- 4. will not be paid standby pay for their designated "on site" hours.

14:02 Any “on site” Maintenance Technician I, 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 16:01 during the period of “on site” duty. This includes all types of housing units as assigned.

14:03 For the purposes of allowing a rotation of “on site” Maintenance Technician I to cover more than one building, it is agreed that a schedule for the assignment of “on site” responsibility will be implemented as required.

14:04 An “on site” Maintenance Technician I will have supplied by the Employer:

1. heat, water supply, hydro
2. cellular/mobile telephone (excluding personal long distance calls)
3. one free parking space where available
4. unfurnished living accommodation at a monthly rental as follows:

14:05 For Full-Time “on site” Maintenance Technician I, rent shall be set on April 1 of each year based on fifty percent (50%) of the previous year Greater Sudbury Housing Operations Market Rent for a 2-Bedroom Unit.

14:06 For Part-Time “on site” Maintenance Technician I 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.

14:07 In the event that an “on site” Maintenance Technician I is unable to respond due to an emergency, that Employee shall immediately notify management.

ARTICLE 15:00 - STANDBY PROVISIONS

15:01 Standby hours shall be defined as all hours other than regularly scheduled working hours as defined in Article 12 and “on site” hours as defined in Article 14:01 (1).

15:02 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.

15:03 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 may be required to submit to a medical examination at the expense of the Employer.

15:04 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.

15:05 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.

15:06 In the event that an Employee who is on standby is unable to respond due to an emergency, that Employee shall immediately notify management.

15:07 Employees will be paid a premium for each hour that they are required to be on standby of one dollar and sixty-seven cents (\$1.67) per hour.

Effective April 1, 2020, Employees will be paid a premium for each hour that they are required to be on standby of one dollar and ninety-two cents (\$1.92) per hour.

Effective April 1, 2021, Employees will be paid a premium for each hour that they are required to be on standby of two dollars and seventeen cents (\$2.17) per hour.

Effective April 1, 2022, Employees will be paid a premium for each hour that they are required to be on standby of two dollars and forty-three cents (\$2.43) per hour.

15:08 Employees required to work during standby hours shall be paid in accordance with the provisions of Article 17:00 - Call-Out and Reporting Allowance.

15:09 With the prior approval of management, Employees on standby may exchange their scheduled period of standby with other Employees within their rotation.

15:10 Employees shall not be scheduled to be on call for two (2) consecutive weeks on a regular basis. This Article does not preclude employees from agreeing to changes in accordance with Article 15:09.

15:11 Any Employee who receives a call while on Standby and is not required to attend to the call, shall be entitled to a minimum of fifteen (15) minutes of pay at the applicable overtime rate.

ARTICLE 16:00 - OVERTIME PAY

16.01 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.

16:02 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 work week.

16:03 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.

16:04 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 January 31st 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 calendar year for each bargaining unit member.

16:05 An Employee may opt to accumulate compensating leave in lieu of pay at the overtime rate in accordance with Article 16:01 and 16:02. Such time shall be taken at a time mutually convenient to the Employee and the Employee's immediate Supervisor. When such time reaches the equivalent of fifty (50) hours worked, any additional time will be paid out at the overtime rate. There is no restriction on the number of times an Employee may reach the fifty (50) hour limit.

16:06 Compensating leave accumulated in a calendar year that is not scheduled by November 30 of the current calendar year, shall be paid at the overtime premium on the base rate at which it was earned on the last pay of December.

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.

16:07 An Employee scheduled to work overtime on the Employee's day off shall receive a minimum of three (3) hours at time and one-half (1½) of the Employee's basic hourly rate.

ARTICLE 17:00 - CALL-OUT AND REPORTING ALLOWANCE

17:01 Each Employee who has completed a regular day's work and leaves the place of work (including On-site Maintenance Technician I 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 ($1\frac{1}{2}$ x) the Employee's basic hourly rate.

17:02 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 18:00 - VACATIONS

18:01

- a) For the purpose of calculating vacation credits, service year will be computed from January 1 to December 31.
- 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.

18:02 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 six (6) years continuous service;
 - ii. one and two-thirds ($1\frac{2}{3}$) days per month after six (6) years continuous service;
 - iii. two and one twelfth ($2\frac{1}{12}$) days per month after fourteen (14) years of continuous service;
 - iv. two and one-half ($2\frac{1}{2}$) days per month after nineteen (19) years of continuous service;

- v. two and eleven twelves (2 11/12) days per month after twenty-four (24) years;
- 2) Vacation credits under Article 18:02(1) accrue in respect of a month or part thereof in which an Employee is at work, on leave with pay, on maternity / parental / adoption leave, or on Union leave of absence.
- 3) Employees are entitled to use vacation credits in the following calendar year after completing one (1) year or more of continuous service with the Employer by December 31st.

18:03

- a) An Employee shall be allowed to carry over a maximum of one (1) week's accrual or five (5) days to the next vacation year to be taken by no later than January 31st of that year.
- 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 (1/2) day of vacation may be granted under unexpected circumstances. It is agreed and understood that the minimum one half (1/2) 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 18:04 of this collective agreement.

18:04

- a) Approval for vacation requests as outlined below will be subject to operational requirements:

An Employee shall submit the vacation request for the period May 1st to November 30th of the current year in writing to the supervisor by March 1st and the Employer shall post the approved vacation schedule by April 1st. All vacation requests submitted in writing by March 1st shall be scheduled according to seniority. Vacation requests submitted after March 1st shall not be scheduled according to seniority and in addition, shall require no less than two (2) weeks notice in writing except in cases of emergency. Approval for vacation requests shall not be unreasonably withheld.

- b) Employees shall submit vacation requests for the period December 1st of the current year to April 30th of the following year by no later than September 30th. The Employer shall post the approved vacation schedule by no later than October 31st. All vacation requests will be submitted in writing and shall be scheduled according to operational needs and seniority.

18:05 An Employee shall be paid for any earned and unused vacation standing to the Employee's credit at the date the Employee status ceases.

18:06 An Employee is not eligible for the entitlement under clauses 18:01 and 18:02 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.

18:07 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 and indemnity insurance for the same period of time.

18:08

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.

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 19:00 - DESIGNATED HOLIDAYS

19:01 In each calendar year the following will be observed as holidays:

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

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.

19:02

- 1) Each Full-Time Employee who is not required to work on a holiday as defined in Article 19:01 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 illness or injury. Where the Employee is absent on account of illness or injury on the last scheduled shift preceding the holiday, the shift following the holiday, or both shifts, such absence(s) must be substantiated by a doctor's certificate, 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.
- 2) Each Full-Time Employee who is required to work on any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half (1½) 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.

19:03 A Part-Time Employee shall be entitled to a paid holiday each year on each of the days indicated in Article 19:01 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.

19:04 When a holiday as defined in Article 19:01 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 20:00 - SICK LEAVE

- 20:01** 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.
- 20:02** 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 Director 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.
- 20:03** 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 20:03 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.
- 20:04** 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 21:00 - WORKPLACE SAFETY INSURANCE

- 21:01** 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.
- 21:02** 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 22:00 - LEAVE-OF-ABSENCE

22:01 Bereavement Leave

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

- a) Five (5) consecutive working days leave of absence with pay in the event of the death of the Employee's child or spouse.
- b) 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, brother, sister, parent-in-law, brother and sister-in-law, aunt, uncle, grandchildren and grandparents, legal guardian and legal ward.
- c) one (1) day leave-of-absence with pay to attend the funeral of the following: aunt and uncle of the Employee's spouse; niece and nephew of the Employee; niece and nephew of the Employees' spouse.
- d) two (2) days' leave-of-absence without pay to attend the funerals of relatives listed under 22:01(a) if the location of the funeral is greater than 800 kilometres (one way) from the Employee's residence.
- e) For the purpose of Bereavement Leave, the relationships specified in Article 22:01(a) & (b) are deemed to include a common-law spouse and a partner of the same sex.
- f) When an Employee qualifies for Bereavement Leave during his/her period of vacation, there shall be no deduction from vacation credits for such occurrence. The period of vacation so displaced shall be re-scheduled as mutually agreed upon between the Employee and his/her Supervisor.

22:02 Jury and Witness Duty

- a) Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:
 - 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.
- b) The provisions of Article 22:02 (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.

22:03 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.

22:04 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.

- 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 (1) week, 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.
 - 3) Upon completion of the fifteen (15) weeks of EI benefits, Employees shall receive one (1) additional week of 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.
 - 4) Where the Employee elects to receive parental leave benefits greater than thirty-five (35) weeks in accordance with the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit (“top-up”) payable by the Employer for pregnancy or parental leave will be no greater than what would have been payable had the Employee elected to receive thirty-five (35) weeks of the parental leave benefit pursuant to the *Employment Insurance Act*.
- b) Employees shall have no vested right to payments under the Plan except payments during a period of unemployment specified by the Plan.
- 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 deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under the Plan.

- d) To be eligible for the Supplementary Unemployment Benefit Plan allowance in Article 22:04 (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.
- 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.
- f) An Employee on pregnancy and/or parental leave shall continue to accumulate vacation and seniority credits during the period of such leave.
- 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.

22:05 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 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 Director. Leave-of-absence without pay and without loss of seniority may be granted to an Employee for educational purposes if the request meets the operational requirements of the Employer with the approval of the Director. 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.

22:06 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.

22:07 No Lost Time for a Driving Infraction

An Employee who is charged with an offence under the Traffic Act, while operating

a vehicle on City business, will be granted necessary time off without loss of seniority or benefits to defend him/herself against the charge in court. In the event that the Employee has the charges cleared by the court, the Employer, at its sole discretion, may reimburse payment for loss of time incurred by defending him/herself in court.

ARTICLE 23:00 - PAYMENT OF WAGES

23:01 Wages two (2) weeks in arrears shall be paid every second Friday, however, should a Holiday fall on that day, then the preceding day shall be deemed to be pay day. Pay slips shall be available electronically to Employees by 10:00 a.m. on the day preceding pay day. Paper slips for those who do not elect electronic delivery shall be distributed to the Employee's reporting location through interoffice mail, as soon as practicable, provided no interruption beyond the control of the Employer is encountered.

In order to transition active Employees at the day of ratification, Employees will be provided with the following options for repayment of two (2) days pay:

- Use of banked time
- Use of unused vacation
- Pay Advance – before tax repaid at termination
- Pay Loan – after tax, repaid over a maximum of four (4) years
- Decline all options and receive no pay for the two days

23:02 Pay During Temporary Assignments

- a) When an Employee is required to perform the duties of any higher position for a period in excess of one and one-half (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.
- 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.

23:03 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 but only for a period of up to twelve (12) months in such temporary assignment.

23:04 Reclassification

When a Permanent Employee is reclassified to a position with a lower classification as a result of any organizational change, the Employee shall be paid at the next lowest step in the new salary range plus fifty percent (50%) of the

difference between this salary and the Employee's former salary. The Employee shall then be entitled to any salary increases applicable to the new classification. Once the salary maximum of the new classification exceeds the salary maximum of the former classification, salary protection will end.

ARTICLE 24:00 - SHIFT PREMIUM

24:01 For all hours worked between five (5) p.m. and seven (7) a.m. an Employee shall receive a shift premium of ninety-eight cents (\$0.98) per hour.

Effective October 29th, 2019, for all hours worked between five (5) p.m. and seven (7) a.m. an Employee shall receive a shift premium of one dollar (\$1.00) per hour.

Effective April 1st, 2020, for all hours worked between five (5) p.m. and seven (7) a.m. an Employee shall receive a shift premium of one dollar and two cents (\$1.02) per hour.

Effective April 1st, 2021, for all hours worked between five (5) p.m. and seven (7) a.m. an Employee shall receive a shift premium of one dollar and four cents (\$1.04) per hour.

Effective April 1st, 2022, for all hours worked between five (5) p.m. and seven (7) a.m. an Employee shall receive a shift premium of one dollar and six cents (\$1.06) per hour.

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

24:02 In addition to the Employee's regular pay for such work, and in addition to shift premium, if applicable, Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of one dollar and twelve cents (\$1.12) per hour.

Effective October 29th, 2019, in addition to the Employee's regular pay for such work, and in addition to shift premium, if applicable, Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of one dollar and fourteen cents (\$1.14) per hour.

Effective April 1st, 2020, in addition to the Employee's regular pay for such work, and in addition to shift premium, if applicable, Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of one dollar and sixteen cents (\$1.16) per hour.

Effective April 1st, 2021, in addition to the Employee's regular pay for such work, and in addition to shift premium, if applicable, Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of one dollar and eighteen cents (\$1.18) per hour.

Effective April 1st, 2022, in addition to the Employee's regular pay for such work, and in addition to shift premium, if applicable, Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of one dollar and twenty cents (\$1.20) per hour.

ARTICLE 25:00 - CHANGES IN REGULATIONS

25:01 The Employer agrees to provide to the Sectional Chair and the Union Recording Secretary a copy of new or amended Greater Sudbury Housing Operations Policies related to any matter covered by this Agreement. Such notice will be as soon as possible but in no case less than thirty (30) days before the proposed implementation of the change. Employees and the Union Recording Secretary will be notified in writing of any such changes with at least seventy-two (72) hours notice before the implementation of such change.

ARTICLE 26:00 - EMPLOYEE BENEFITS

26:01 Articles 26.02 to 26.05 will apply only to Full-Time Permanent Employees.

26:02

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.

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.

c) Optional Life Insurance

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

26:03 Extended Health Care

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.

- 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.

- 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 [seven hundred and fifty dollars (\$750.00) every five (5) years] equivalent to the hearing aid component of the Extended Health Care Plan.

- 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 four hundred and twenty dollars (\$420.00) effective the date of ratification.

- 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 ninety dollars (\$90.00).

26:04

- a) **Weekly Indemnity Income Protection Plan**

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

- b) **Long Term Disability Insurance Plan**

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 percent (75%) 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 26 shall be maintained at no cost to the Employee, when the Employee is in receipt of L.T.D. benefits.

26:05 Dental Plan

- a) The Dental Plan shall provide benefits as outlined in the terms of provisions of the master contract with the carrier.
- 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.

26:06 Counselling Services

The Employer agrees to pay the monthly premium for Counselling Services (including Psychotherapist, Psychologist, Social Worker with certification). The coverage provided is two thousand dollars (\$2,000.00) per year for eligible Employees and their dependents.

26:07 Benefits – Part-Time Employees

Regular Part Time Employees will receive eight (8%) percent of their gross straight time hourly wages in lieu of all benefits. It is understood that there shall be no reduction in Payment in Lieu if a Regular Part Time Employee elects to participate in O.M.E.R.S.

26:08 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.

26:09 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 26:07.

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

26:10 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 26, 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.

26:11 Note: Employees' Share of EI Premiums

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 27:00 - NO STRIKES OR LOCK-OUTS

27:01 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 28:00 - MILEAGE RATES

28:01 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. Any changes to the mileage rate are effective on the date that the City of Greater Sudbury approves such changes. 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 29:00 - JOINT LABOUR MANAGEMENT COMMITTEE

29:01 Policy

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

29:02 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.

29:03 Membership

- a) The Committee shall be composed of not more than three (3) representatives from each of the Parties. Management's committee shall include the Director, Union's committee shall include the Sectional Chair. Meetings will be held once every three (3) months or as required.
- b) The Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate at such meetings provided the provisions of Article 29:03 (a) are adhered to.

29:04 Agenda

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

29:05 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 30:00 - UNION STEWARDS

- 30:01 The Local Union Steward may assist any Employee whom the Steward represents in presenting the Employee's grievance in accordance with the grievance procedure.
- 30:02 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 31:00 - GENERAL CONDITIONS

31:01 Accommodation at Work

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

31:02 Bulletin 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.

31:03 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.

31:04 Safety Footwear

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

- Two hundred and fifty dollars (\$250.00) per annum.

Effective October 29th, 2019, the Safety Footwear Allowance will increase to two hundred and fifty-four dollars and twenty-five cents (\$254.25).

Effective May 1st, 2020, the Safety Footwear Allowance will increase to two hundred and fifty-eight dollars and fifty-seven cents (\$258.57).

Effective May 1st, 2021, the Safety Footwear Allowance will increase to two hundred and sixty-two dollars and seventy-one cents (\$262.71).

Effective May 1st, 2022, the Safety Footwear Allowance will increase to two hundred and sixty-six dollars and sixty-five cents (\$266.65).

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

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.

31:05 Winter Outerwear

- a) The Employer will supply appropriate winter parkas to all Maintenance

Employees who work outside.

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

31:06

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.

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.

31:07 No Pyramiding

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

31:08 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.

31:09 Clean-up Time

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

31:10 Joint Health and Safety Committee

- a) Local Health and Safety Committees shall be established with equal representation from the Employer and the Union.
- b) The powers of this Committee shall be as outlined in *The Occupational Health & Safety Act*, as amended from time to time.

- c) 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.

31:11 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.

31:12 Disabled Employees

- a) Any Employee who has become unable to do the normal and regular duties owing to partial disability or infirmity shall be given consideration for work within the Employee's capabilities and qualifications. In assigning an Employee to a vacancy under this article, it should be understood that the provisions of Article 9:01 would not apply.
- b) If an Employee, who is disabled due to illness or injury, is capable of returning to perform the essential duties of the pre-disability position, the Employee shall provide relevant medical documentation and co-operate with the Employer in modifying the job to enable the Employee to assume the full duties of the position on a gradual basis (unless this modified arrangement causes undue hardship to the Greater Sudbury Housing Operations).

31:13 Change of Address

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

31:14 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.

31:15 Payment of Legal Fees

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

31:16 Municipal Elections

The Parties agree that during a Municipal Election the Employer will put out a call for volunteers to provide general administrative support to the election process. Employees understand that they will be required to work more than their regular hours of work. Employees will be compensated with straight time pay for their regular hours of work and receive a day in lieu as total additional compensation. The lieu day will be granted as time off as mutually agreeable between the Employee and his/her immediate Supervisor.

Employees who volunteer to work at the advanced poll on anything other than a regular work day will receive a day in lieu as total compensation. There will be no pay for the advanced poll day.

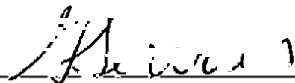
ARTICLE 32:00 - TERM OF AGREEMENT

32:01 This Agreement is in effect from April 1, 2019, until March 31, 2023, 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 1 day of *October*, 2020.

**FOR GREATER
SUDBURY HOUSING
OPERATIONS:**

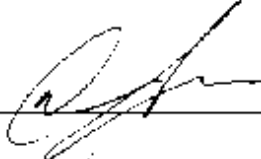
**FOR CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL 4705:**

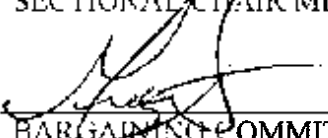


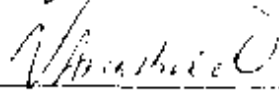

LOCAL UNION PRESIDENT




SECTIONAL CHAIR MEMBER

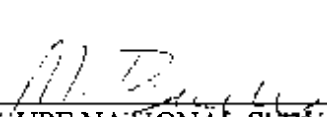



BARGAINING COMMITTEE MEMBER




BARGAINING COMMITTEE MEMBER




CUPE NATIONAL SERVICING
REPRESENTATIVE

SCHEDULE "A"

**ADMINISTRATIVE EMPLOYEES JOB GROUPS AND CLASSIFICATIONS
AND HOURLY WAGE RATES**

Job Groups and Classifications

Group 1

Group 2

Group 3

Group 4 Customer Service Clerk

Group 5

Group 6

Group 7

**Group 8 Accounting Clerk
Accounts Payable Clerk
Property Management Clerk
Capital Planning and Construction Services Clerk
Tenant Placement Officer
Works Control Clerk
Maintenance Clerk
Payroll and Finance Administration Clerk**

Group 9

Group 10

Group 11 Property Management Support Worker

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2019 - 1.7%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	\$18.65	\$19.13	\$19.52	\$20.21	\$20.78
Group 2	\$19.49	\$19.91	\$20.53	\$21.09	\$21.64
Group 3	\$20.13	\$20.74	\$21.37	\$22.06	\$22.73
Group 4	\$21.05	\$21.68	\$22.35	\$23.02	\$23.78
Group 5	\$21.78	\$22.48	\$23.17	\$23.88	\$24.60
Group 6	\$22.68	\$23.43	\$24.14	\$24.93	\$25.69
Group 7	\$23.88	\$24.60	\$25.36	\$26.18	\$26.99
Group 8	\$24.85	\$25.69	\$26.57	\$27.46	\$28.38
Group 9	\$25.84	\$26.79	\$27.73	\$28.77	\$29.78
Group 10	\$27.31	\$28.29	\$29.28	\$30.36	\$31.44
Group 11	\$29.04	\$30.02	\$30.97	\$31.97	\$32.94

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2020 - 1.7%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	\$18.97	\$19.46	\$19.85	\$20.55	\$21.13
Group 2	\$19.82	\$20.25	\$20.88	\$21.45	\$22.01
Group 3	\$20.47	\$21.09	\$21.73	\$22.44	\$23.12
Group 4	\$21.41	\$22.05	\$22.73	\$23.41	\$24.18
Group 5	\$22.15	\$22.86	\$23.56	\$24.29	\$25.02
Group 6	\$23.07	\$23.83	\$24.55	\$25.35	\$26.13
Group 7	\$24.29	\$25.02	\$25.79	\$26.63	\$27.45
Group 8	\$25.27	\$26.13	\$27.02	\$27.93	\$28.86
Group 9	\$26.28	\$27.25	\$28.20	\$29.26	\$30.29
Group 10	\$27.77	\$28.77	\$29.78	\$30.88	\$31.97
Group 11	\$29.53	\$30.53	\$31.50	\$32.51	\$33.50

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2021 – 1.6%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	\$19.27	\$19.77	\$20.17	\$20.88	\$21.47
Group 2	\$20.14	\$20.57	\$21.21	\$21.79	\$22.36
Group 3	\$20.80	\$21.43	\$22.08	\$22.80	\$23.49
Group 4	\$21.75	\$22.40	\$23.09	\$23.78	\$24.57
Group 5	\$22.50	\$23.23	\$23.94	\$24.68	\$25.42
Group 6	\$23.44	\$24.21	\$24.94	\$25.76	\$26.55
Group 7	\$24.68	\$25.42	\$26.20	\$27.06	\$27.89
Group 8	\$25.67	\$26.55	\$27.45	\$28.38	\$29.32
Group 9	\$26.70	\$27.69	\$28.65	\$29.73	\$30.77
Group 10	\$28.21	\$29.23	\$30.26	\$31.37	\$32.48
Group 11	\$30.00	\$31.02	\$32.00	\$33.03	\$34.04

SCHEDULE "A"
ADMINISTRATIVE EMPLOYEES HOURLY WAGE SCHEDULE
Effective April 1, 2022 – 1.5%

	1st Year	2nd Year	3rd Year	4th Year	5th Year
Group 1	\$19.56	\$20.07	\$20.47	\$21.19	\$21.79
Group 2	\$20.44	\$20.88	\$21.53	\$22.12	\$22.70
Group 3	\$21.11	\$21.75	\$22.41	\$23.14	\$23.84
Group 4	\$22.08	\$22.74	\$23.44	\$24.14	\$24.94
Group 5	\$22.84	\$23.58	\$24.30	\$25.05	\$25.80
Group 6	\$23.79	\$24.57	\$25.31	\$26.15	\$26.95
Group 7	\$25.05	\$25.80	\$26.59	\$27.47	\$28.31
Group 8	\$26.06	\$26.95	\$27.86	\$28.81	\$29.76
Group 9	\$27.10	\$28.11	\$29.08	\$30.18	\$31.23
Group 10	\$28.63	\$29.67	\$30.71	\$31.84	\$32.97
Group 11	\$30.45	\$31.49	\$32.48	\$33.53	\$34.55

SCHEDULE "B"

**MAINTENANCE EMPLOYEES
JOB CLASSIFICATIONS AND HOURLY WAGE RATES**

MAINTENANCE EMPLOYEES HOURLY WAGE SCHEDULE

Effective April 1, 2019 – 1.7%

Classification	Hourly Rate
Maintenance Technician I	\$25.52
Grounds Maintenance	\$25.52
Maintenance Technician II	\$26.73
Grounds Loader Operator	\$26.73
Electrician	\$30.59
Heating Technician	\$30.59
Student	\$14.34

Effective April 1, 2020 – 1.7%

Classification	Hourly Rate
Maintenance Technician I	\$25.95
Grounds Maintenance	\$25.95
Maintenance Technician II	\$27.18
Grounds Loader Operator	\$27.18
Electrician	\$31.11
Heating Technician	\$31.11
Student	\$14.58

Effective April 1, 2021 – 1.6%

Classification	Hourly Rate
Maintenance Technician I	\$26.37
Grounds Maintenance	\$26.37
Maintenance Technician II	\$27.61
Grounds Loader Operator	\$27.61
Electrician	\$31.61
Heating Technician	\$31.61
Student	\$14.81

Effective April 1, 2022 – 1.5%

Classification	Hourly Rate
Maintenance Technician I	\$26.77
Grounds Maintenance	\$26.77
Maintenance Technician II	\$28.02
Grounds Loader Operator	\$28.02
Electrician	\$32.08
Heating Technician	\$32.08
Student	\$15.03

APPENDIX A

MEMORANDUM OF UNDERSTANDING

SUBJECT: BUILDING ATTENDANTS

As per Article 1:01(g) of the Collective Agreement, it is agreed that the following terms and conditions shall apply to Building Attendants:

Purpose:

Building Attendants 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.

Building Attendants will receive rent free accommodation which will be valued in accordance with Income Tax regulations and which will include free heat, hydro, water and a CGS issued cell phone.

Where a Building Attendant is required to perform any work other than those duties listed above, the Employer will pay the Building Attendant for such work at the rate of sixteen dollars and thirty-four cents (\$16.34) effective April 1st, 2019; sixteen dollars and sixty-two (\$16.62) effective April 1st, 2020; sixteen dollars and eighty-nine cents (\$16.89) effective April 1st, 2021; and seventeen dollars and fourteen cents (\$17.14) effective April 1st, 2022 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 Building Attendant has worked three (3) hours or less during the previous month.

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

Employees covered by Appendix A shall have recourse to Article 10 Grievance Procedure for the sole purpose of resolving any complaints or differences between the Parties arising from the interpretation, application, administration or alleged contravention of this Appendix including any question as to whether a matter is arbitrable.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

SUBJECT: HOUSING SERVICES ACT and FRENCH LANGUAGE SERVICES ACT

As a result of the proclamation of the *Housing Services 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 Greater Sudbury Housing Operations.

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.

APPENDIX C

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.

APPENDIX D

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 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.

APPENDIX E

MEMORANDUM OF UNDERSTANDING

SUBJECT: 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, 2019 to all bargaining unit Employees who were employed by the Greater Sudbury Housing Operations on or after April 1, 2019.

The Employer agrees that the above-noted retroactive payment is made within sixty (60) working days 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.

APPENDIX F

MEMORANDUM OF UNDERSTANDING

SUBJECT: Article 20:02

The parties agree that, during the term of the current collective agreement Article 20:02 of the collective agreement between the parties 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 Director or his/her Administrative 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.

APPENDIX G

MEMORANDUM OF UNDERSTANDING

RE: WINTER CONTROL PROGRAM

1. Winter control is the clearing, sanding and salting of snow, freezing rain and icicles from buildings, parking lots, driveways, sidewalks and steps.
2. It is understood and acknowledged by the parties that in order to maintain the properties in safe condition using internal bargaining unit staff that flexibility in scheduling and some exceptions in the collective agreement are required to ensure the program is viable.
3. The period of winter control program will be November 1 to April 30 of each year.
4. The Winter Control Program applies to Employees working in the following job classifications:
 - Grounds Loader Operator (mandatory)
 - Grounds Maintenance (mandatory)
 - Maintenance Technician I (by mutual agreement)
5. Unless otherwise provided, the regular hours of operation for winter control will be 6:00 a.m. to 2:30 p.m., five (5) days per week, Monday to Friday with one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute breaks in accordance with article 31.11 of the current collective agreement.
6. Winter weather can often be unpredictable, therefore Employees assigned to the winter control program are expected to be available for work unless prior arrangements have been made with the Supervisor and will not be eligible for standby provisions in article 15:00 of the current collective agreement.
7. In the event the services of Employees assigned to the Winter Control Program are required prior to or later than 6:00 a.m. due to a weather related event, Greater Sudbury Housing Operations will provide a minimum of two (2) hours' notice to the Employee of their requirement to report for work before or later than the commencement of their regular shift. In such cases, the affected employees will be paid straight time wages for the first eight (8) hours of their shift up to forty (40) hours per week. When an Employee works more than eight (8) hours all time after eight (8) hours in one day or after forty (40) hours in a week will be paid or accrued at the overtime rate of time and one-half (1 1/2) in accordance with Article 16.05.

8. Staff not exclusively assigned to the Winter Control Program will continue to be eligible for all regular provisions of the collective agreement.
9. Staff assigned to the Winter Control Program who are required on occasion to perform duties outside of the Winter Control Program will be entitled to all articles outlined in the collective agreement.
10. Assignment of standby duties for winter control staff during off season (May 1 to October 31) will be based on operational demands.
11. In addition to Article 15, the following articles will not apply to work directly associated with the Winter Control Program, article 12.02, 16.04, 16.05 and 17.
12. Prior to the commencement of the winter control season, both parties agree (if needed) to meet to modify, amend or revisit this agreement.
13. The terms of this agreement will remain in place until the parties mutually agree to make modifications.
14. Employees in the Winter Control Program may opt to accumulate compensating leave in lieu of pay at the overtime rate in accordance with Article 16.01 and 16.02 up to a maximum of eighty (80) hours.
15. Bank Time shall be taken in off-peak periods as determined by the respective Manager or his/her designate. The Employer may approve Bank Time to be taken during peak times on an exception basis taking into consideration the individual circumstance and operational needs at the time of the request.

APPENDIX H

LETTER OF COMMITMENT

RE: Appendix C – Dental Benefits (2013-2016 CBA)

Whereas the parties identified during bargaining that Appendix C of the Collective Agreement does not conform with the Canada Life Employee Benefits Booklet, and

Whereas the parties wish to have a single reference document containing the details of the employee dental plan coverage, and

Whereas the parties wish to amend to Canada Life Booklet to ensure it is inclusive of the provisions of Appendix C;

Therefore be it resolved that the parties agree to meet within 90 days of the ratification of this Collective Agreement to amend (if necessary) the Canada Life Plan in order to incorporate the provisions of Appendix C.

It is understood that the Canada Life Plan shall not provide any less benefits than those provided in Appendix C of the 2019-2023 Collective Agreement.

APPENDIX I

LETTER OF COMMITMENT

RE: Labour Management Meetings

During the course of 2019 negotiations, in an effort to address systemic issues and concerns related to workload, the Parties agreed to re-establishing regular Labour Management Meetings and a standing item on the agenda will be Workload Issues.

APPENDIX J

LETTER OF COMMITMENT

RE: Flexible Work Arrangements

For the term of the 2019 – 2023 Collective agreement, the Parties agree to implementing a trial for Flexible Work Arrangements. In an effort to provide flexibility to change their work assignments, the Parties agree that Employees may request to make up a maximum of two (2) hours in advance of the event/appointment/etc. Such requests must be submitted and approved in writing and the time made up shall be at straight time. The Employee must advise in writing how they intend to make up the time in advance to be approved by their Supervisor. Either Party may give notice to end the trial by providing at least sixty (60) days notice in advance.

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

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