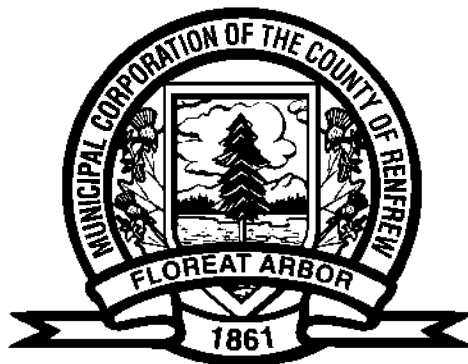


COUNTY OF RENFREW



# COLLECTIVE AGREEMENT

Between

**The Corporation of the County of Renfrew  
Concerning its operation of  
The Renfrew County Housing Corporation**

and

**The Canadian Union of Public Employees  
and its Local 4425**



***January 1, 2021 – December 31, 2023***



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## **PREAMBLE**

The general purpose of this agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this agreement; to provide for ongoing means of communication between the union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this agreement.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection and to encourage efficiency in operations and to promote the equitable treatment and well being of all employees in the bargaining unit.

## **ARTICLE 1 – DEFINITIONS**

- 1.01 (i) “Employee” means a person in the bargaining unit described in Article 2.
- (ii) “Probationary Employee” means one who is employed in the bargaining unit and has not acquired seniority.
- (iii) “Permanent Full-time Employee” means one who is regularly employed for the normal hours per week as set out in Article 14 and has acquired seniority.
- (iv) “Permanent Part-time Employee” means an Employee who works less than a full-time Employee on a regular, continuing basis.
- (v) “Temporary Employee”:
- (a) means an Employee who has been hired to replace a permanent or probationary Employee while on sick leave, W.S.I.B., pregnancy leave, special or compassionate leave, educational leave, while seconded to a management or bargaining unit excluded position or while participating in career development; or,
- (b) where funds are available for a position of a definite term or during peak workload for periods of more than thirty (30) calendar days but not in excess of three hundred and sixty-five (365) calendar days.
- (vi) “Student” means one who attends secondary or post secondary school.

## **ARTICLE 2 – BARGAINING UNIT**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 4425 as the sole and exclusive bargaining agent for all Employees of the Renfrew County Housing Corporation in the County of Renfrew, save and except students, administrative assistants, supervisors and persons above the rank of supervisor.
- 2.02 (i) Where the duties of a bargaining unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.

- (ii) Where the duties and responsibilities of any new position to be created by the Employer are to be comprised in the greater part of work previously assigned to a bargaining unit position or positions, and where as a result the Employer intends to exclude such position(s) from the bargaining unit the Union shall be informed and shall be supplied with the necessary job descriptions.
- (iii) 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.

Following this, either party may request that a mediator be appointed to assist the parties in resolving the disputed rate consistent with the Job Evaluation Terms of Reference dated April 18, 2006.

### 2.03 TEMPORARY EMPLOYEES

- (i) Article 5.01, and 16.01 and Schedule A are the only Articles applicable to temporary employees as defined in Article 1.01(v)(a).
- (ii) Notwithstanding Articles 1.01(v) and 2.01, it is understood that the Employer may require up to thirty (30) days from the date of becoming aware of the need for a temporary replacement in order to fill such position and as such Articles 5.01 and Schedule A would not apply in the interim.
- (iii) The thirty (30) day period identified in 2.03(ii) may be extended or otherwise amended by mutual agreement of the parties in order to fill the vacancy and as such, Article 5.01 and Schedule A would not apply for this agreed upon period.
- (iv) The three hundred and sixty-five (365) calendar days identified in Article 1.01(v)(b) 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 three hundred and sixty-five (365) calendar days and the period is not extended, the temporary position will either:
  - (a) be abolished for a period of no less than thirty (30) calendar days; or,
  - (b) become a permanent full-time or permanent part-time vacancy and be posted in accordance with Article 9 - Staff Changes.

2.04 Correspondence to the Union arising out of this agreement or incidental thereto (including all grievance responses) shall be sent to the Secretary of the Union at its office with a copy to the President of the Union, and the CUPE National Representative assigned to the Local.

2.05 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 when changes occur.

### 2.06 NO OTHER AGREEMENT

No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

### **ARTICLE 3 – 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.

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 – DISCRIMINATION OR INTIMIDATION**

#### **4.01 HARASSMENT FREE WORKPLACE**

The Union and the Employer recognize the right of the employees to work in an environment free of harassment. Harassment can be psychological, verbal or physical or it can be a combination of these. It is any behavior, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual, and may adversely affect the working environment.

- 4.02 (i) The Parties recognize and agree to abide by the provisions of the Ontario Human Rights Code and any applicable legislation, including Renfrew County Housing Corporation Policies A-04 – Ontario Human Rights Code Violation and A-09 – Misconduct in the Workplace addressing harassment and bullying in the workplace.
- (ii) The Employer and the Union agree there will be no discrimination, interference, restraint, coercion exercised or practiced by the Employer, the Union, or any of their representatives with respect to any employee because of their connection with the Union or as a result of such employee exercising any of their rights under the Collective Agreement.
- (iii) Management will not discriminate against any employee who has requested investigation into an alleged grievance and all parties hereto will at all times demonstrate good faith and extend the fullest cooperation to one another in order that all assigned work shall be carried on.
- 4.03 Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

### **ARTICLE 5 – COMPULSORY CHECK-OFF**

- 5.01 The Employer in respect to each of the Employees in the bargaining unit shall deduct from each and every bi-weekly pay of each Employee a sum equivalent to the bi-weekly dues as the by-laws of the Union may from time to time provide and transfer such sums to the Secretary/Treasurer of National Union not later than the fifteenth (15) of the month following the date of such deduction, together with a list of all Employees from whose

wages the deductions have been made and the consolidated total of the regular gross monthly wages paid to all Employees to the National Union and the Local Union.

- 5.02 Upon completion of an Employee's probationary period the Employer will deduct the initiation fee from those Employees who sign an authorization for such deduction of initiation fees on a form satisfactory to the Employer.
- 5.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 5.01 and 5.02.
- 5.04 On commencing probationary employment, the Employer will provide each new Employee with a copy of the Collective Agreement and inform the new Employee of the conditions of employment and the rules and procedures in effect as an Employee of the Housing Corporation.

A new employee will have the opportunity to meet with a Union Steward for a period of fifteen (15) minutes without loss of pay or benefits. The purpose of the meeting will be to introduce the new employee to his Union Steward, as well as acquaint the new employee with the benefits and duties of union membership and his responsibilities and obligations with respect to the Collective Agreement.

## **ARTICLE 6 – LABOUR/MANAGEMENT NEGOTIATIONS**

- 6.01 The Union shall provide the Employer with the names of its Negotiating Committee, and the Employer shall provide the Union with the names of the Employer's Negotiating Committee prior to commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.
- 6.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the Employer.
- 6.03 In the event of one party wishing to call a meeting of the Negotiating Committees the other party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 6.04 The Employer and Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.
- 6.05 The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next Agreement up to a maximum of three (3) days per member. Such Employees shall be paid at their regular rate of pay.
- 6.06 The Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate in negotiations, conciliation or interest arbitration, provided that not more than three (3) Employees at one (1) time shall be permitted such leave for any one set of negotiations.

## ARTICLE 7 – SENIORITY

### 7.01 SENIORITY DEFINED

(F/T)

- (i) Seniority as referred to in this Agreement shall mean the length of continuous and unbroken service with the Housing Corporation and all prior service with the Ontario Housing Corporation and all other previous Housing Authorities. Seniority is calculated in hours.

(P/T)

- (i) Part-time Employees' seniority shall be based on the number of hours worked. Part-time Employees shall have the equivalent of one (1) year's service for each 1840 hours worked.

(F/T, P/T)

- (ii) The principle of seniority shall operate on a Bargaining Unit wide basis. When an Employee transfers from the part-time service to the full-time service and vice-versa, their seniority shall carry forth to the new position.

### 7.02 PROBATION OF NEWLY HIRED EMPLOYEES

(F/T)

- (i) Newly hired Employees shall be on probation for a period of three (3) months from the date of hiring. This probationary period may be extended through mutual agreement by the Employer and the Union, and the employee. The maximum extension of the period would be one (1) additional probationary period.

During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Employees will be regarded as probationary employees for the three (3) months of probation. During this period the Employer will be the sole judge of their ability and suitability for employment, and termination will be at the Employer's discretion.

(P/T)

- (ii) Part-time Employees shall be on probation for a period of four hundred and sixty (460) working hours. During the probationary period, Employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Employees will be regarded as probationary employees for the four hundred and sixty (460) working hours of probation. During this period the Employer will be the sole judge of their ability and suitability for employment, and termination will be at the Employer's discretion.

### 7.03 (F/T, P/T)

The Employer shall maintain a seniority list showing the date of hire and the total number of hours worked of each full-time and part-time Employee who has completed their probationary period. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.

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

## 7.05 LOSS OF SENIORITY

An Employee shall lose seniority rights in the event and be deemed terminated in the event:

- (i) They are discharged for just cause and is not reinstated;
- (ii) They resign;
- (iii) They are absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
  
- (iv) They fail to return to work within fourteen (14) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the Employee to keep the Employer informed of their current address. An Employee recalled for employment of short duration not exceeding a period of two (2) weeks, at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work. In the case the Employee refuses such offer then the job can be filled for the two (2) weeks without posting;
  
- (v) They are laid off for a period of more than eighteen (18) months;
  
- (vi) They overstay a leave of absence without permission of the Employer, unless for just cause.
  
- (vii) After any continuous unpaid leave of absence in excess of two (2) years.
  
- (viii) They have accepted a separation allowance.

## 7.06 TRANSFER AND SENIORITY OUTSIDE THE BARGAINING UNIT

- (i) No employee shall be transferred to a position outside the bargaining unit without the employee's consent. If an employee does take a position outside the bargaining unit, they shall retain their seniority acquired at the date of leaving the unit, but will not accumulate any further seniority.

The employee shall have the right to return to the bargaining unit within six (6) months of the date that they left the bargaining unit, to take the vacancy and may return to the position they held immediately prior to leaving the bargaining unit. Upon their return to the bargaining unit, their seniority which they previously held shall be reinstated to the level that existed at the time they left the bargaining unit. The time limit may be extended upon mutual agreement amongst the parties.

## TEMPORARY SUPERVISION ASSIGNMENT

- (ii) When the Employer appoints a CUPE member to assume the duties and responsibilities of a Supervisor, on a temporary basis, the employee will receive a premium of five percent (5%) for all hours worked in the temporary role. When a CUPE member assumes the above mentioned duties, the Employer will notify the Union consistent with Article 2.04.

## **ARTICLE 8 – LAY-OFF AND RECALL**

### **8.01 SHORT-TERM LAY-OFF**

- (i) Where an Employee is to be laid off for not more than four (4) weeks in twelve (12) consecutive months, i.e. consecutive and/or staggered days, the Employer will identify the least senior Employee in a position within the Housing Corporation to be laid off. The Employee concerned shall receive four (4) weeks' notice of layoff in writing, with a copy to the Union.
- (ii) If more than one (1) Employee is to be laid off, the Housing Corporation may implement rotational layoffs and/or corporate closures, ensuring that seniority is taken into account in the position identified.
  - (a) For a layoff of a set period of consecutive days, the Employees to be laid off shall be given four (4) weeks' notice in writing, with a copy to the Union.
  - (b) For layoffs involving single rotational days, the Employees affected shall be given notice in writing, with a copy to the Union, four (4) weeks prior to the first layoff occurrence in the position identified.
  - (c) For closure days affecting all bargaining unit employees in the Housing Corporation, four (4) weeks' notice shall be provided to both the Employees and the Union prior to the first closure day.
- (iii) Employees on temporary layoff shall not have access to displacement rights.
- (iv) When a position has been identified for short-term layoff, any temporary Employee performing bargaining unit work shall be laid-off before a permanent Employee. This provision shall not apply to a temporary Employee replacing a permanent Employee on a leave of absence, or in cases where the temporary Employee is performing work which no permanent bargaining unit Employee is fully qualified to perform.

### **8.02 LONG-TERM LAY-OFF**

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

- (i) The Housing Corporation will identify the least senior Employee within the affected position as surplus, based on the seniority in effect as of that date within the Housing Corporation.
- (ii) Where such an Employee is identified as surplus, the Employee will have the right to:
  - (a) Accept a reassignment to another permanent vacancy for which the surplus Employee is qualified and capable of performing; or,
  - (b) Elect not to be reassigned to a permanent vacant position and work the remainder of their notice period; or,
  - (c) Resign and receive the provisions of Article 8.04 and Article 18.01(vi).
  - (d) (i) Where there is no vacancy under (a) a surplus Employee may displace an individual if that surplus Employee has greater seniority and is capable and qualified to perform the duties of the position.

- (iii) Employees who intend to exercise displacement rights must indicate their decision in writing to the General Manager not later than ten (10) working days from the date of receiving surplus notice.

8.03 Where the Employee fails to exercise the Employee's rights under 8.02, or where no suitable vacancy exists within the Housing Corporation, the Employee shall be laid off.

8.04 (i) NOTICE OF LAY-OFF

In the event of a proposed lay-off or the elimination of a position within the Bargaining Unit, the Employer shall:

- (a) Provide the Union with no less than twelve (12) weeks written notice of the proposed lay-off or elimination of position; and,
- (b) Provide to the affected Employees written notice of lay-off by hand delivery, registered mail, or pay in lieu thereof. Such notice shall be a minimum of eight (8) weeks or as required under the E.S.A., whichever is greater.

(ii) SEPARATION ALLOWANCE

A permanent Employee (who has completed his/her probationary period) who is laid off for a minimum of four (4) consecutive weeks shall receive a separation allowance (in addition to any other entitlements) of two (2) weeks for every year of service to a maximum of twelve (12) weeks at regular pay. Periods of employment included in previous separation payments shall be excluded from any future separation pay calculations for that Employee.

8.05 RECALL

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

8.06 (i) The Employee shall have fourteen (14) calendar days to respond to the job posting.

(ii) A laid off Employee under this provision will be given priority consideration to a new vacancy in the Housing Corporation, provided that they are qualified to perform the duties and there is no other qualified laid-off Employee with greater seniority, who has applied to the vacancy, pursuant to this provision.

(iii) The assignment of a surplus Employee to a vacancy in accordance with Article 8.02 shall have priority over an appointment under Article 8.05.

8.07 An Employee who has been on lay-off for more than eighteen (18) months shall lose all rights of recall and seniority.

8.08 Where an Employee has been laid-off in accordance with this Article, and recalled within eighteen (18) months, the period of lay-off shall not be included in determining the length of continuous service.

**8.09 GRIEVANCE ON LAY-OFF AND RECALL**

Where an Employee files a grievance claiming improper lay-off or recall, the Employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.

8.10 The Employer shall not hire any new Employee to perform work normally performed by Bargaining Unit Employees while anyone is on layoff. It is understood that a new Employee will not be hired if there is anyone on layoff who is capable and fully qualified to perform the available work.

8.11 No full time Employee will be laid off as a result of their job being given to one or more part-time Employees, consistent with the Young arbitration award at Bonnechere Manor.

**ARTICLE 9 – STAFF CHANGES**

**9.01 NOTICE OF VACANCIES**

(i) When the Employer decides to fill a vacancy or new position in the Bargaining Unit, notice of the position will be posted on available bulletin boards and faxed or electronically forwarded to all work sites within seven (7) calendar days of the vacancy for a minimum of one (1) week so that all members will know about the position and be able to make written application therefore.

(ii) **LATERAL TRANSFERS WITHIN THE HOUSING CORPORATION**

(a) When a permanent vacancy occurs in the bargaining unit, and a permanent Employee in the same position as the vacancy wishes to transfer laterally to that vacancy, the Employee shall request the transfer, in writing, to their immediate supervisor, quoting the job posting number prior to the closing date of the posting.

(b) A permanent Employee submitting such request shall be assigned to the vacancy based on seniority. Such a transfer can only be made on one occasion within a twelve (12) month period. The transferred Employee can apply to other vacancies within the twelve (12) month period and be considered subject to the relevant provisions in Article 9 – Staff Changes.

(c) It is understood that when it is necessary to assign an Employee in accordance with this Article, the provisions of Article 9.04 shall not apply for the vacancy.

9.02 Such notice shall contain the following information:

Nature of position, present work location including geographic location within the Housing Corporation (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 temporarily in future due to operational requirements.

9.03 The Employer will determine the successful candidate to a job posting by considering the qualifications, skill and present ability of the individual to perform the required work. In determining which Employee is successful within the bargaining unit and where the qualifications, skill and present ability are relatively equal, the Employee with the greatest seniority will receive the job/position.

- 9.04 Where there is a temporary vacancy that the Employer decides to fill, qualified part-time employees will be given first opportunity. Full-time employees would only be eligible if they are moving into a position that is in a pay grid level higher than in their current position.

The Employer reserves the right to temporarily assign any employee into a temporary vacancy for up to sixty (60) calendar days.

The Employee will carry their current rate of pay if it is higher than that of the vacancy being filled.

- 9.05 The Employer and the Union agree that they are jointly committed to the attainment of Employment Equity goals and the fostering of Employment Equity principles.

The parties, through the Joint Labour/Management Committee as described in Article 28, may agree to give priority to employment equity in cases where designated groups are under-represented.

- 9.06 (i) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be provided to the Union and posted on all bulletin boards in the Housing Corporation.

(ii) Any Employee who applied for a posted vacancy and is unsuccessful shall be given the reasons verbally upon request of the Employee by the General Manager or designate.

- 9.07 The Union shall be notified within thirty (30) calendar days of all new hires (including temporary hires), promotions, demotions, lay-offs, transfers, recalls, resignations and deaths or other terminations of employment.

- 9.08 When an assignment of "Lead-Hand" is required, the senior qualified Employee in the district/area shall be assigned.

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

### **10.01 SETTLING OF GRIEVANCES**

An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

#### **Formal Complaint Stage**

It is agreed that an Employee has no grievance until they have first given their immediate Supervisor an opportunity to adjust their complaint within fourteen (14) working days of its occurrence or when they ought to have become aware of it. When the Employee has a complaint, they need to identify to the immediate Supervisor at the beginning of the meeting what the intent of the meeting is (i.e. this is a formal complaint. A meeting date will be mutually agreed upon within seven (7) working days. The Employee may request to meet with their Supervisor and is permitted to have a co-worker from their department present at the meeting. Prior approval is required to attend the meeting. The Employer will provide a written response to the complaint and if no satisfactory answer is received within seven (7) working days from the time it was first discussed with the Employee's immediate Supervisor, the Employee may proceed to Step 1 of the grievance procedure.

### Step 1

Failing satisfactory settlement at the complaint stage the Union may present the grievance to the General Manager within seven (7) working days following the decision at the complaint stage. The grievance shall be in writing on a mutually approved form and shall include the nature of the grievance, the redress sought and the section or sections of the agreement that are alleged to have been violated. The General Manager shall deliver their decision in writing within seven (7) working days following the presentation of the grievance to them.

### Step 2

Failing satisfactory settlement at Step 1, the Union may present the grievance to the Director of Community Services or designate, in writing within seven (7) working days following receipt of the decision at Step 1. A meeting will be mutually agreed upon within seven (7) working days from receipt of the grievance between the Director of Community Services or designate, the Manager of Human Resources or designate and the Union. The decision of the Director of Community Services or designate, shall be delivered within seven (7) working days of the meeting.

### Step 3

Failing satisfactory settlement at Step 2, either party may refer the grievance to arbitration within thirty (30) calendar days following receipt of the decision at Step 2.

- 10.02 (i) The decision given in Step 1 or Step 2, as the case may be, shall be final and binding upon the Employer and the Union and upon any Employee affected by it unless a subsequent step is taken within the time herein before limited.
- (ii) Where a grievance is not processed within the time allowed or has not been processed by the Union within the time prescribed, it shall be deemed to have been withdrawn.
- (iii) Where a grievance is not processed by the Employer within the time prescribed, it may be processed by the Union to the next step.
- 10.03 The Union in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided for in the previous steps.
- 10.04 The time limits provided in this Article may be extended or otherwise amended by mutual agreement of the parties.
- 10.05 Where an allegation is made that an Employee's position is improperly classified, it shall first be discussed as a complaint with the Employee's Supervisor. Any complaints not satisfactorily settled by the Supervisor within ten (10) working days may be processed as a grievance commencing at Step 2 in accordance with Article 10.03.
- 10.06 A Group Grievance is defined as a single grievance signed by the authorized Union Steward, on behalf of a group of Employees whom the Union Steward represents and who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure as set out in this Article.
- 10.07 An allegation by the Union that the Employer has violated or misinterpreted the Agreement, or with respect to the administration or application of the Agreement, may be made the subject of a grievance by the Union filing notice with the General Manager or designate to that effect. Such grievance must be filed in writing by the Union within thirty

(30) calendar days of the occurrence giving rise to the grievance and shall stipulate the sections of the Collective Agreement being relied on and redress sought. The General Manager or designate, shall meet with the authorized representative of the Union within five (5) working days of receipt of the notice to consider and discuss the grievance. The General Manager or designate, shall make a reply in writing within ten (10) working days after date of such meeting. If the Union does not consider the reply satisfactory, it may within seven (7) working days immediately following receipt of such written reply, require that the grievance be submitted to arbitration in the manner prescribed in Step 3 of the grievance procedure.

10.08 It is the intention of the Employer and the Union, that the procedure provided by Article 10.07 shall be reserved for grievances in respect of which the regular grievance procedure as set out under Articles 10.02 and 10.03 is not available, and that it will not be used to by-pass the regular grievance procedure.

10.09 Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, where possible. The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

## **ARTICLE 11 – ARBITRATION**

11.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 10 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within ten (10) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominees. Should either party fail to appoint a Chairman within ten (10) working days or should the nominees fail to appoint a Chairman within thirty (30) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

11.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense for the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

11.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have the authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deem just and reasonable in all circumstances.

11.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision.

11.05 Time Limits

The time limit mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

11.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

## **ARTICLE 12 – SUSPENSION OR DISMISSAL**

12.01 A claim by the Union that an Employee has been suspended or dismissed without reasonable cause shall be treated as a grievance provided a written statement of such grievance signed by the grievor and authorized Union Steward is lodged with the Employer within five (5) working days of the commencement of the suspension or dismissal. Any such grievance shall be initiated at Step 2 of the grievance procedure.

12.02 UNION REPRESENTATION AT DISCIPLINARY MEETINGS

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

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

12.03 EMPLOYER INVESTIGATIONS

- (a) When the Employer is conducting a workplace investigation, the employees who are the primary subject of the investigation will be entitled to have Union representation during the investigation. Witnesses or individuals who are not the primary subject of the investigation will be expected to meet with the Employer without a Union representative.
- (b) The member being investigated shall have the choice of their Executive member to represent them in the investigation meeting, however, if said representative is not readily available, another Executive member may be asked to participate by the Employer.
- (c) Any member of the CUPE Executive that sits on an Employer investigation will be required to ensure that anything learned during the investigation remains confidential.
- (d) All parties would be expected to follow the Employer's protocols for conducting the investigation.

## **ARTICLE 13 – HOURS OF WORK**

- 13.01 The normal week of all full-time Employees of the Employer shall consist of:
- (i) for maintenance Employees five (5) days of eight (8) hours per day;
  - (ii) for administrative Employees five (5) days of seven (7) hours per day.
- 13.02 A schedule of hours of work shall be posted for all full-time Employees thirty (30) days in advance, and shall not be changed by the Employer without two (2) weeks notice being given to the Employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union, to permit Employees to attend to business of the Union or mutual changes of shift between Employees shall be allowed with the written consent of the Employer provided that the change does not involve any cost to the Employer and that essential services can be maintained.
- 13.03 Unless otherwise agreed by the Housing Corporation affected and the Union, a schedule of hours of work shall be posted for all permanent part-time Employees no less than two (2) weeks in advance. If changes in such schedule are required the Employer will provide adequate and reasonable notice.

## **ARTICLE 14 – OVERTIME PAY**

- 14.01 Each full-time Employee shall be paid by the Employer at the rate of time and one-half (1 ½) for all time worked by such Employee on any scheduled working days in excess of the regularly scheduled hours for such day, and at the rate of time and one-half (1 ½) for all time worked by the said Employee on any day in any calendar week other than a scheduled working day.
- 14.02 Permanent part-time Employees shall be paid at the rate of time and one-half (1 ½) for all time worked by such Employees in excess of the Employee's regularly scheduled hours in any work week.
- 14.03 All overtime, except emergency overtime, shall be authorized in advance. Emergency overtime shall be reported to the appropriate Supervisor within one (1) working day for approval.
- 14.04 The Employer shall endeavour to distribute overtime relatively equally among permanent Employees available to perform the work required, taking into consideration assigned work location and Employee classification.
- 14.05 An Employee may opt to accumulate compensating leave in lieu of pay at the appropriate overtime rate for each hour worked.
- 14.06 Compensating leave accumulated in a calendar year, that is not taken before January 31 of the following year, shall be paid at the overtime premium on the base rate at which it was earned. Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31 of the following year, upon giving fifteen (15) working days notice in writing, except in cases of emergency.

14.07 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.

14.08 OUT OF TOWN MEETINGS

- (i) From time of leaving work site until "normal" time of return to work site, overtime, if necessary shall be paid for hours in accordance with Article 14.01 of the current collective agreement.  
If, for unforeseen reasons, i.e. weather, breakdown, etc. overtime would not apply for hours beyond what normal travel time would allow. The only time the employer would cover the expenses of an employee for accommodations after a course was completed is if the weather conditions prevent or make it dangerous to travel. Where possible this should be approved prior to the overnight stay.
- (ii) Preapproved travel time –employer will set and communicate destination travel time allowance (to and from meeting)
- (iii) Employer will allow ½ hour after completion of meeting (work day) to conclude networking opportunities at time and one half (1½). Documentation may be required.
- (iv) Expectation is that employees will make every attempt to leave on return trip if meeting ends earlier than scheduled end of work day.

**ARTICLE 15 – CALL-OUT AND REPORTING ALLOWANCE**

15.01 Each Employee who has completed a regular day's work and leaves the place of work and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time and one-half (1½) the Employee's basic hourly rate.

15.02 An Employee may opt to accumulate compensating leave in lieu of pay at the appropriate overtime rate for each hour worked. Compensating time shall be taken at a time mutually convenient to the Employee and the Employee's immediate Supervisor.

15.03 Compensating leave accumulated in a calendar year that is not taken before January 31 of the following year shall be paid at the overtime premium on the base rate at which it was earned.

15.04 Employees can get paid for all or part of any time accumulated in their compensating time bank at any time on or before January 31 of the following year, upon giving fifteen (15) working days notice in writing, except in case of emergency.

**ARTICLE 16 – VACATIONS**

16.01 (i) For purpose of calculating vacation credits, service year will be computed from January 1 to December 31.

- (ii) (a) The provisions of this Article will also apply to permanent 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 7.01 - Seniority Defined.
- (b) Vacation will normally be taken in unbroken periods of at least one (1) week.

16.02 (F/T)

Vacation and vacation pay will accrue on the following basis:

- (i) An Employee shall earn vacation credits at the following rates:
  - (a) one and one-quarter ( $1\frac{1}{4}$ ) days per month during the first eight (8) years continuous service;
  - (b) one and two-thirds ( $1\frac{2}{3}$ ) days per month after eight (8) years continuous service;
  - (c) two and one twelfth ( $2\frac{1}{12}$ ) days per month after fifteen (15) years of continuous service;
  - (d) Employees with twenty-two (22) years of service shall be entitled to six (6) weeks vacation
- (ii) Vacation credits under Article 16.02(i) accrue in respect of a month or part thereof in which an employee is at work or on leave with pay.
- (iii) Vacation credits to those stipulated under Article 16.02(i) shall be considered available at the beginning of each calendar year.

Employees who have taken vacation in excess of their accumulated allotment at the time of resignation shall have the excess deducted from their final pay.

16.03 (P/T)

Vacation pay for part-time Employees shall be in accordance with the Employment Standards Act except that part-time Employees after one (1) year of work (1840 hours) will receive six (6) percent vacation pay, after eight (8) years of work (14,720 hours) will receive eight (8) percent vacation pay and after fifteen (15) years of work (27,600 hours) will receive ten (10) percent vacation pay.

Part-time Employees who are working for the Employer on January 1, 2003 shall not have their vacation entitlement reduced as a result of changes to the vacation and seniority provisions. Such part-time Employees will accrue further vacation entitlement on their existing vacation entitlements.

- 16.04 (i) An Employee shall be allowed to carry over a maximum of one (1) year's accrual to the next vacation year.
  - (ii) Vacations will normally be taken in unbroken periods of at least one (1) week. One (1) day vacations and one-half ( $1/2$ ) day vacations will be allowed keeping in mind operational requirements. Any request for vacation leave shall not be unreasonably withheld.
- 16.05 (i) A new Employee shall not be entitled to take vacation until they have completed six (6) months of continuous service.
  - (ii) Subject to the provisions of Article 16.05(i) an Employee may, with the approval of the General Manager or designate, take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.
- 16.06 Approval for vacation requests will be approved by job classification, subject to operational requirements:

An Employee shall submit the vacation request in writing to the Supervisor by April 15 which shall be approved and scheduled according to bargaining unit wide seniority and to ensure adequate staff complements for the period May 15 of the present year through May 14 of the next year. The Employer shall post the approved vacation schedule by May 15. All vacation requests submitted in writing by April 15 shall be scheduled according to seniority. Vacation requests submitted after April 15 shall not be scheduled according to seniority. Vacation requests made with less than two (2) weeks' notice may be allowed, dependent on operational requirements. Approval for vacation requests shall not be unreasonably withheld.

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

16.08 An Employee is not eligible for the entitlement under clauses 16.01 and 16.02 in respect of:

- (i) a whole calendar month in which they are absent from duty for any reason other than vacation or leave of absence with pay,  
or
- (ii) a period in excess of six (6) months during which a Workplace Safety Insurance Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.

16.09 Where it can be established by a medical certificate, satisfactory to the Employer, that an illness or injury occurred while on vacation, those days shall be considered sick leave to the extent of the employee's sick leave accumulation and those vacation days shall be rescheduled at a mutual agreed upon time.

Where it can be established by a medical certificate, satisfactory to the Employer, that an illness or injury occurred immediately prior to the period which had been scheduled vacation, those vacation days shall be rescheduled at a mutually agreed upon time.

## **ARTICLE 17 – DESIGNATED HOLIDAYS**

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

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

17.02 (F/T)

In addition to the holidays listed above, each Employee of the Bargaining Unit shall be allowed one (1) additional holiday to be known as a Floating Holiday. The additional floating holiday is credited January 1<sup>st</sup> of each year, as long as the Employee works the full scheduled shift immediately preceding and following January 1<sup>st</sup> of each year. The date and time for taking the Floating holiday shall be mutually agreed upon by the Employer and the Employee. Should the Federal or Provincial Government proclaim a holiday, the current Floating Holiday shall be considered to be the day so proclaimed to be fixed on the same date as the proclaimed holiday. Floating holidays not used in that calendar year would be paid out at the end of the year.

(P/T)

In addition to the holidays listed above, all staff other than full-time Employees are entitled to one (1) additional day known as a floating holiday. The additional floating holiday is credited on January 1<sup>st</sup> of each year, as long as the Employee works the full scheduled shift immediately preceding and following January 1<sup>st</sup> of each year. The date and time for taking this holiday is mutually agreed upon by the Employer and Employee. Should the Federal or Provincial Government proclaim a holiday, the current Floating Holiday shall be considered to be the day so proclaimed to be fixed on the same date as the proclaimed holiday. A floating holiday cannot be carried over from one calendar year to the next.

17.03 Each full-time Employee:

- (i) who is not required to work on a holiday as defined in Article 17.01 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 or the Employee's first scheduled shift following such holiday unless absent on either or both of these days is on account of:
  - (a) illness or injury. Where the Employee is absent on account of illness or injury on the last scheduled shift preceding the holidays, or the shift following the holiday, such absence(s) must be substantiated by a doctor's certificate, or
  - (b) with the prior permission of the Employer.
- (ii) 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 their regular rate for all hours worked on that day provided that such Employee meets the condition applicable thereto as set forth in the immediately preceding paragraph.

17.04 A permanent part-time Employee shall be entitled to a paid holiday each year on each of the days indicated in Article 17.01, which fall on a day that is a regularly scheduled work day 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 permanent part-time Employees' work week will not be rescheduled in order to deprive the Employee of the payment provided for in this clause.

17.05 When a holiday as defined in Article 17.01 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 18 – SICK LEAVE**

18.01 Sick leave credits are established for use during enforced periods of absence from work due to illness, injury or properly certified quarantine, and are not available to an Employee for absence caused by any other reason, except as outlined in Article 18.01(viii).

Each full-time Employee shall be entitled to sick leave credits on the following basis:

- (i) Sick leave credits shall accumulate at the rate of one and one-half (1½) days for each calendar month of permanent full-time employment. Employees, who commence employment during the first fifteen (15) days of a month, will be granted credits for that month. Employees, who commence employment on or after the sixteenth (16<sup>th</sup>) of a month, will not receive such credits.
- (ii) A full-time Employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:
  - (a) vacation leave
  - (b) leave of absence with pay, or
  - (c) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.
- (iii)
  - (a) Sickness must be substantiated by a doctor's certificate if the absence is for more than three (3) consecutive working days, or for each and every absence, if so required by written notice, given in advance by the Employer. The notice will specify the reason and the duration of the requirement and may be extended upon notification to the Employee. Medical certificates must be submitted to the Employee's supervisor upon return to work or in accordance with Article 18.01(iv) (a) whichever is applicable.
  - (b) In all cases of sickness the Employee's Supervisor shall be notified prior to 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 by email, text, telephone/voice mail, to a designated alternate, or where not available, the office of the General Manager prior to 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. In cases of absence of more than three (3) days but less than ten (10) days, the Employee shall furnish immediately a certificate from a medical professional, giving the probable date on which the Employee will be able to return to normal duties.
- (iv)
  - (a) Notwithstanding Article 18.01(iii) an Employee absent for more than twenty (20) consecutive working days, shall furnish immediately a certificate from a legally qualified medical physician, giving the probable date on which the Employee will be able to return to normal duties.
  - (b) If the Employer so requires, the Employee will supply a medical certificate on the basis of Article 18.01(iv)(a) for every twenty (20) consecutive working days thereafter until the Employee returns to work. The Employer shall reimburse the Employee for the cost of the medical certificate required under 18.01(iv) upon presentation of the official receipt.

- (v) Upon retirement, termination, resignation or death, the Employer shall pay to each Employee, or the Employee's estate, a sick leave cash-out equivalent to fifty (50) percent of the Employee's total accumulated sick leave. Such cash out will not exceed one-half (1/2) year's earnings at the rate received immediately prior to termination of employment.
- (vi) Upon layoff under Article 8.02 any Employee shall be paid an amount equal to one-half (1/2) of the Employee's accumulated sick leave credits up to a maximum of one hundred and sixty (160) days.
- (vii) No payment of accumulated sick leave credits shall be made upon termination of employment except as covered under sub-clauses (v), (vi) and (vii) of this section.
- (viii) Employees may, with the approval of the Employer, be allowed to use up to four (4) days per year of their accumulated sick leave credits in order to engage in personal medical health and dental care. Two (2) of the four (4) days may be used to take a spouse or child to such appointment. Such permission shall not be unreasonably withheld. Requests shall be made in writing stating that leave is requested under Article 18.01(viii) and Employees shall provide the Housing Corporation with a minimum three (3) days notice, except in an emergency.
- (ix) Leave shall be granted for periods of no less than one (1) hour.

#### 18.02 SICK LEAVE RECORDS

Sick leave credits will be detailed on the bi-weekly pay stubs.

18.03 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 19 – WORKPLACE SAFETY INSURANCE**

19.01 (i) If a full-time Employee is injured on the job and their Supervisor excuses them from further duty for the balance of the shift, the Employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

(P/T)

(ii) If a part-time Employee is injured on the job and their Supervisor excuses the Employee from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift.

19.02 (i) The Employer shall advance to the Employee ninety (90) percent of the Employee's net average earnings, until such time as Workplace Safety Insurance benefits are processed, if the duration of an approved Workplace Safety Insurance claim exceeds two (2) weeks. The Employee must file a separate request for each two (2) week period.

(ii) Net average earnings for part-time Employees will be calculated based on earnings in the twelve (12) month period preceding the accident.

(iii) Although there will be no assignment of W.S.I.B. payments, the claimant must immediately reimburse the Employer upon receipt of W.S.I.B. benefits for any advance of funds provided for in this clause. If a claim is disallowed by the W.S.I.B. the Employee shall reimburse any advances given and shall not be eligible for further advances.

(iv) This provision shall not apply in the event of lump sum or permanent disability awards.

19.03 (F/T)

When an Employee is absent as a result of an occupational illness or accident for which they are in receipt of Workplace Safety Insurance benefits, the Employee may utilize unused sick leave credits, if such are available, to make up the difference between Workplace Safety Insurance benefits and the Employee's basic pay.

19.04 The Employer shall meet its obligations outlined in the Workplace Safety Insurance Act to re-employ employees who are or have been in receipt of Workplace Safety Insurance benefits.

19.05 (F/T)

A permanent Employee on Workplace Safety Insurance benefits shall continue to accumulate seniority for a maximum period of twelve (12) months and shall retain their seniority thereafter, without further accumulation.

19.06 (P/T)

Calculation of seniority for part-time Employees on Workplace Safety Insurance benefits shall be the average of time worked per week using the preceding six (6) months' work record before the accident. An Employee shall continue to accumulate seniority for a maximum period of twelve (12) months and shall retain their seniority thereafter without further accumulation.

19.07 CONTINUATION OF BENEFITS WHILE ON W.S.I.B.

(F/T)

The Employer will continue the Employer's portion of hospital, medical, dental and group life insurance premiums during any period of absence on Workplace Safety Insurance benefits to a maximum of two (2) years provided the Employee continues their share of the premiums.

19.08 In all cases of work related injury, the Housing Corporation shall provide a copy of the WSIB incident report, excluding personal medical records and any other information protected by legislation, to the Union, subsequent to the reporting of any on-the-job injury.

**ARTICLE 20 – LEAVE-OF-ABSENCE**

20.01 BEREAVEMENT LEAVE

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

(i) for full-time and regular part-time employees, a leave of absence without loss of regular straight time pay for scheduled hours shall be granted to a

maximum of five (5) working days for the death of a spouse and/or child, and to a maximum of three (3) working days for the death of a parent, brother, sister, parent-in-law, brother and sister-in-law, aunt, uncle, grandchildren and grandparents, legal guardian and legal ward. Bereavement leave can be taken at the time of the family member's death and/or sometime later to attend a funeral, internment or Celebration of Life or memorial service. The Employer will make reasonable accommodations for religious beliefs and practices. Employees are to speak with their supervisor regarding this request.

- (ii) one (1) day leave-of-absence with pay to attend the funeral of spouse's aunt or uncle.
  - (iii) two (2) days' leave-of-absence without pay to attend the funerals of relatives listed under 20.01(a)(i) if the location of the funeral is greater than eight hundred (800) kilometers (one way) from the Employee's residence.
  - (iv) For the purpose of Bereavement Leave, the relationships specified in Article 20.01(a)(i) and (ii) are deemed to include a common-law spouse and a partner of the same sex.
- (b) One (1) day leave is granted without loss of salary or wages to attend a funeral as a pallbearer. A request for such leave is given twenty-four (24) hours in advance of such leave, unless, under extenuating circumstances, such notice of time is not possible.

#### 20.02 JURY AND WITNESS DUTY

- (i) Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:
  - (a) 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,
  - (b) 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.

#### 20.03 CAMPAIGNING FOR PUBLIC OFFICE

An Employee shall be allowed a leave-of-absence without pay, to campaign for the Employee's election for a public office as provided for in Public Services Act, R.S.O. 1990, as amended from time to time.

#### 20.04 PREGNANCY LEAVE

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such

time they shall also furnish the County with the certificate of a legally qualified medical practitioner stating the expected birth date.

- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the County at least two (2) weeks in advance thereof.
- (d) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the County's Supplementary Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of the weekly employment insurance benefits and any other earnings. Receipt by the County of the employee's employment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

In addition to the foregoing, the County will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first week of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (e) For full-time employees the County will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

For part-time employees, the County will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The County will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.

- (f) Subject to any changes to the employee's status which would have occurred had the employee not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

## 20.05 PARENTAL LEAVE

- (a) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as their own.
- (b) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- (c) An employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- (d) An employee who is an adoptive parent shall advise the County as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

An employee who is an adoptive parent may extend the parental leave for such greater time as may be required by the adoption agency concerned to a maximum total of six (6) months.

- (e) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (d) above by written notification received by the County at least two (2) weeks in advance thereof.
- (f) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the County's Supplemental Employment Insurance Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a supplemental employment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between ninety-three percent (93%) of their normal weekly earnings and the sum of his or their weekly employment insurance benefits and any other earnings. Receipt by the County of the employee's employment insurance cheque stubs shall constitute proof that the employee is in receipt of employment insurance parental benefits.

The employee's normal weekly earnings shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times the employee's normal weekly hours plus any wage increase or salary increment that the employee would be entitled to receive if they were not on parental leave.

In addition to the foregoing, the County will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first week of the leave while waiting to receive Employment Insurance Benefits.

The employee does not have any vested right except to receive payments for the covered employment period. The plan provides that payment in respect of

guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (g) For full-time employees the County will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.

For part-time employees the County will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of parental leave. The County will register those benefits as part of the Supplemental Employment Benefit Plan with the Employment Insurance Commission.

- (h) Subject to any changes to the employee's status which would have occurred had the employee not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

#### 20.06 GENERAL PROVISIONS APPLICABLE TO PREGNANCY AND PARENTAL LEAVE

- (i) An Employee who has given notice to begin pregnancy or parental leave may change the notice to begin leave upon giving the Employer at least two (2) weeks' written notice.
- (ii) An Employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks' written notice before the earlier date.
- (iii) Employees are entitled, during pregnancy and parental leave, to continue participation in the benefit plans that they participated in prior to taking the leave. The Employer continues to make the Employer's contributions unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee's contributions during the leave period, in which case such benefits would cease.
- (iv) While on Pregnancy and Parental Leave, Employees continue to accumulate service for the purposes of determining salary increment, vacation, and sick leave entitlement.
- (v) Employees are reinstated following return from pregnancy or parental leave in the position that the Employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

#### 20.07 SPECIAL OR COMPASSIONATE OR EDUCATIONAL LEAVE

Leave-of-absence without pay and without loss of seniority may be granted to an Employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Employer for a period of up to one (1) continuous year with the approval of the General Manager. Application for leave under this section should be submitted in writing at least fourteen (14) days prior to commencement of requested period of leave, except in cases of emergency when as much notice as possible should be given.

## **ARTICLE 21 – PAYMENT OF WAGES**

21.01 Wages one (1) week in arrears shall be paid on a two (2) weekly basis every second Thursday. Where the regular pay day falls on a designated holiday, the Employee shall be paid on the day preceding the holiday. An Employee will be provided each pay day with an itemized statement of wages and deductions therefrom.

### **21.02 PAY DURING TEMPORARY ASSIGNMENTS**

- (i) 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.
- (ii) 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.
- (iii) The designated employee is paid at a step in the salary range of the higher paying position, thus giving the employee a minimum of five percent (5%) increase for the duration of the acting assignment.

21.03 Service will not accumulate; vacation and sick leave credits and statutory holidays will not accrue after a period of thirty (30) consecutive days of leave for illness.

## **ARTICLE 22 – CHANGES IN REGULATIONS**

22.01 The Employer agrees to provide to the Chief Union Steward a copy of new or amended Employer policies related to any matter covered by this Agreement.

## **ARTICLE 23 – EMPLOYEE BENEFITS**

23.01 Articles 23.02 to 23.06 will apply only to full-time permanent Employees.

### **23.02 LIFE INSURANCE**

- (i) All permanent full-time Employees will be covered with Group Life Insurance for an amount equal to the Employee's annual salary and Accidental Death and Dismemberment in the amount of \$35,000.00. The premium cost will be paid one hundred (100) percent by the Employer.
- (ii) **DEPENDENT LIFE INSURANCE**

Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the Employee's spouse and/or five hundred dollars (\$500) on each dependent child or two thousand dollars (\$2,000) on the Employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The Employee pays the full premium for this coverage by pre-arranged payroll deductions.

- (iii) Employees, at their option, may purchase optional life insurance in multiples of \$25,000 up to a maximum of \$250,000. The Employee pays the full premium for this coverage through payroll deductions.

### 23.03 EXTENDED HEALTH CARE

- (i) The Employer shall pay seventy-five (75) percent of the monthly premium and the Employee shall pay twenty-five (25) percent of the monthly premium of the extended health plan except in those cases where Employees have opted out of the plan. The Employer will pay one hundred (100) percent of the hospital plan for all permanent full-time Employees except in those cases where Employees have opted out of the plan.
- (ii) The Extended Health Coverage 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, excluding drugs and dental, which have no deductible.
- (iii) The Employer agrees to pay seventy-five (75) percent of the monthly premium and the Employee shall pay twenty-five (25) percent of the monthly premium for hearing aid coverage under the extended health plan. The coverage provides for the purchase of hearing aids (three hundred (\$300) dollars every four (4) years).
- (iv) Implementation of generic substitution for prescription drugs.
- (v) Dispensing fee cap of \$8.50 for prescription drugs.

### 23.04 DENTAL

- (i) The Dental Plan shall provide benefits for O.D.A. fee schedule for the previous year, as outlined in the Benefits Plan.
- (ii) The Employer shall pay seventy-five (75) percent of the monthly premium and the Employee shall pay twenty-five (25) percent of the monthly premium under the Dental Plan for all permanent full-time Employees, except in those cases where Employees have opted out of the plan.
- (iii) Include major restorative coverage at 50% co insurance to a maximum of \$2,000 per year.
- (iv) Include orthodontic coverage at 50% co insurance to a lifetime maximum of \$2,000.

### 23.05 VISION

The maximum coverage to an Employee in any twenty-four (24) month period shall be two hundred and fifty dollars (\$250). The parties agree that upon ratification this amount shall be increased to three hundred dollars (\$300).

Extend the current benefit to family members for those that pay the family rate.

- 23.06 The Employer shall continue to pay their share of the extended health and dental benefit premiums for all full-time Employees who are eligible to retire under the terms of the

pension plan until such Employees reach age sixty-five (65), and provided that the Employee pays their share of the benefit premiums.

**23.07 BENEFITS – PERMANENT/ PART TIME**

Part-time Employees will not be eligible for sick leave and health benefits under Article 23. In lieu, part-time Employees will receive fourteen (14) percent of their regular wages in lieu.

**23.08 LEAVE-OF-ABSENCE WITHOUT PAY**

During leave-of-absence without pay, Employees may continue participating in Basic Life, Extended Health and Hospital 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 Housing Corporation payroll section.

**23.09 LEAVE-OF-ABSENCE – WORKPLACE SAFETY INSURANCE**

Employees collecting Workplace Safety Insurance 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 Article 23.08.

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

**ARTICLE 24 – NO STRIKES OR LOCK-OUTS**

24.01 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 25 – VEHICLE USE & MILEAGE RATES**

25.01 The Employer agrees to reimburse all Employees who use their private automobile on business of the Employer at the prevailing mileage rates as provided by the Renfrew County Housing.

When an employee is required to use their private automobile on business of the employer upon the request of the employer, to attend a different designated work site or meeting place other than the normal designated assigned work site, the employee will be entitled to mileage both ways only when the distance the employee is required to travel is greater than the distance the employee normally travels to their normal assigned work site.

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

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

## **ARTICLE 26 – LEAVE-OF-ABSENCE – UNION BUSINESS**

### **26.01 UNION CONVENTIONS**

Leave 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 the annual conventions 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. Such time shall not exceed a total of twenty (20) person days in any one (1) calendar year; however, any unused portion may be carried over to a second year only. The Union will give at least ten (10) working days written notice of such request to the Employer.

### **26.02 INTERNAL BUSINESS AFFAIRS**

When upon the written request of the Union to the General Manager, the Employer grants leave without loss of pay or benefits to Employees elected as executive officers or stewards of the Union, for the purpose of conducting the internal business affairs of the Union, the Union will reimburse the Employer for the wages paid.

## **ARTICLE 27 – JOINT LABOUR/MANAGEMENT COMMITTEE**

### **27.01 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.

### **27.02 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 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.

### **27.03 MEMBERSHIP**

- (i) The Committee shall be comprised of not more than two (2) representatives from each of the parties. Two (2) members from each side shall be named for a period of twelve (12) months or until replaced, and two (2) additional members from either party may be appointed by the respective sides depending upon matters on the agenda. Management's committee shall include the General Manager and the Union's committee shall include the President of C.U.P.E. Local 4425. Meetings will be held within two (2) weeks of a request by either party, but normally not more frequently than once per month or any other mutually satisfactory date.

- (ii) 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 27.03(i) are adhered to.
- (iii) All parties would be expected to follow the mutually agreed to terms of reference.

#### 27.04 AGENDA

An agenda will be drawn up and distributed to all Committee members not later than one (1) week prior to the meeting.

#### 27.05 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 28 – UNION STEWARDS**

- 28.01 In the administration of Article 10 of the Collective Agreement, the Employer recognizes at least two (2) Stewards chosen from the Employees of the Corporation.
- 28.02 The Local Union Steward may assist any Employee whom the Steward represents in presenting the Employee's grievance in accordance with the grievance procedure.
- 28.03 The Local Union Steward will be involved in the grievance procedure at Steps 1 and 2 in the Housing Corporation.
- 28.04 Before leaving employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, the recognized Union Steward must obtain the permission of the appropriate Supervisor or General Manager. Where such permission has been granted by the appropriate Supervisor or General Manager, the Union Steward shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably withheld.
- 28.05 The Union agrees to provide the Employer with a list of authorized Union Stewards in January of each year, and inform the Employer of any changes thereto, as soon as possible.
- 28.06 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer.

### **ARTICLE 29 – GENERAL CONDITIONS**

#### 29.01 BULLETIN BOARD

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.

## 29.02 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.

### 29.03 (i) UNIFORMS AND CLOTHING

Maintenance and custodial staff will be required to wear uniforms as approved by the Employer.

Upon hire, each Employee will be provided with:

Two (2) pairs of work pants

Two (2) long sleeve shirts

Two (2) short sleeve shirts

The Employer shall be responsible for the cost of the above items. Replacement items will be at the discretion of the Housing Supervisor. Clothing is to be kept in a clean, professional condition at all times. All cleaning costs will be the responsibility of the Employee.

The Employer shall provide winter parkas, snowmobile suits and spring coats as appropriate. All cleaning costs will be the responsibility of the Employee.

### (ii) SAFETY FOOTWEAR

January 1, 2021 - F/T \$275.00 P/T \$137.50

January 1, 2022 – F/T \$300.00 P/T \$150.00

Employees who do not work a full year will have the safety footwear allowance pro-rated based on a twelve-month period.

## 29.04 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.

## 29.05 NO PYRAMIDING

There shall be no pyramiding of overtime on premium pay under the terms of this Agreement and under no circumstances will more than one (1) basis of calculating overtime or premium pay be used for the same or similar hours.

## 29.06 JOINT HEALTH AND SAFETY REPRESENTATION

(i) A group of health and safety representatives shall be established with equal representation from the Housing Corporation and the Union.

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

- (iii) A designated health and safety representative will be recognized in the Housing Corporation. When an unsafe practice is alleged, the health and safety representative will discuss the findings and actions required with the General Manager, or designate.
- (iv) The powers of this group of representatives is outlined in the *Occupational Health & Safety Act*.
- (v) It is understood that the health and safety representatives referred to above, which provide for joint enquiry into safety practices and inspection of on-site projects 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.

#### 29.07 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.

#### 29.08 WORKPLACE ACCOMMODATION

- (i) 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.
- (ii) 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.
- (iii) Employees who request workplace accommodations will be given the option to have Union representation at meetings when a return to work (RTW) accommodation is developed. If the employee elects to have Union representation, any member of the local Executive may be asked to participate.
- (iv) It is understood that once the initial return to work place has been developed, the employee's supervisor, or the Employee Health Coordinator will meet with the employee on a regular basis as required. In the event the employee has concerns over any return to work plans, the employee may elect to request a Union representative attend the meeting(s) with the Employer.

#### 29.09 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.

#### 29.10 DISCIPLINARY RECORDS

Any disciplinary record shall be removed from an Employee's file after eighteen (18) months from the date of the offence, provided that there have been no similar warnings in that period, in which event the time for the application of this section shall be counted from

the date of the succeeding warning. It is understood that disciplinary records include any written records of verbal warnings, written warnings and letters of suspension.

**29.11 ACCESS TO PERSONNEL FILES**

Each Employee shall have reasonable access to the Employee's personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the General Manager or designate. Upon request an Employee will receive a copy of the record of any disciplinary action in the personnel file.

**29.12 PAYMENT OF LEGAL FEES**

Reimbursement of legal fees is available to all Employees in accordance with Renfrew County Housing Corporation policy number J-03.

**ARTICLE 30 – TERM OF AGREEMENT**

30.01 This agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2023, and shall continue from year to year thereafter unless either party gives the other party notice by registered mail of the termination, or of a desire to negotiate the amendment or modification of this agreement as hereinafter provided, for a further year without change, and so on from year to year thereafter.

30.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

30.03 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days prior to the termination, give notice in writing to the other party. Within ten (10) working days of the receipt of such notice, a date shall be established for the exchange of proposals and except as otherwise agreed, negotiations shall commence within thirty (30) days of such notice.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement.**

**FOR THE EMPLOYER:**

Laura Lelive  
[Signature]  
Jennifer Davis  
[Signature]  
[Signature]  
[Signature]  
Date: [Signature]

**FOR THE UNION:**

[Signature]  
[Signature]  
[Signature]  
[Signature]  
Date: September 27, 2021

**COUNTY OF RENFREW  
 RENFREW COUNTY HOUSING CORPORATION – CUPE HOURLY RATES  
 Effective January 1, 2021 (1.50% increase)**

	POSITION TITLE	FULL-TIME EMPLOYEES				PART-TIME EMPLOYEES								
		Year 1	Year 2	Year 3		Yr. 1 rate	in lieu	Year 1	Yr. 2	in lieu	Year 2	Yr. 3	in lieu	Year 3
1	Clerk / Receptionist I	20.09	21.34	22.65	Reg	20.09	2.81	22.90	21.34	2.99	24.33	22.65	3.17	25.82
		30.4	32.0	33.98	OT			32.95			35.00			37.15
2														
3	Building Custodian	22.92	23.44	23.95		22.92	3.21	26.13	23.44	3.28	26.72	23.95	3.35	27.30
		34.38	35.16	35.93				37.59			38.44			39.28
4	Maintenance Repairperson	24.19	24.56	25.4		24.19	3.39	27.58	24.56	3.45	28.11	25.14	3.52	28.6*
		36.29	37.99	37.71				39.68			40.44			41.23
5	Clerk / Receptionist II Rent Calculation Clerk	22.71	24.15	25.70	Reg	22.71	3.18	25.89	24.15	3.38	27.53	25.70	3.60	29.30
		34.07	36.23	38.55	OT			37.25			39.61			42.15
6	Clerk / Receptionist III	24.78	26.54	28.33	Reg	24.78	3.47	28.25	26.54	3.72	30.26	28.33	3.97	32.30
	Program Coordinator	37.17	39.81	42.50	OT			40.64			43.53			46.47
	Programs Clerk													
	Tenant Placement Clerk Tenant Relations Coordinator													
7														
8	Financial Clerk	25.79	27.64	29.75	Reg	25.79	3.61	29.40	27.64	3.87	31.51	29.75	4.17	33.92
		38.69	41.46	44.63	OT			42.30			45.33			48.80

**Notes:**

- Part-time hourly rate = full-time rate plus 14%
- Part-time overtime rate = 1/2 full-time rate plus part-time hourly rate
- Employees designated as "leadhand" shall be entitled to and be paid a premium of \$1.05 per hour over his/her own rate or over the rate of the highest classification which is supervised, which ever is greater

**COUNTY OF RENFREW  
 RENFREW COUNTY HOUSING CORPORATION – CUPE HOURLY RATES  
 Effective January 1, 2022 (1.50% increase)**

	POSITION TITLE	FULL-TIME EMPLOYEES				PART-TIME EMPLOYEES								
		Year 1	Year 2	Year 3		Yr. 1 rate	in eu	Year 1	Yr. 2	in lieu	Year 2	Yr. 3	in eu	Year 3
1	Clerk / Receptionist I	20.39	21.66	22.99	Reg	20.39	2.85	23.24	21.66	3.03	24.69	22.99	3.22	26.21
		30.59	32.49	34.49	OT			33.44			35.52			37.71
2														
3	Building Custodian	23.26	23.79	24.31		23.26	3.26	26.52	23.79	3.33	27.12	24.31	3.40	27.71
		34.89	35.9	36.47				38.15			39.02			39.87
4	Maintenance Repairperson	24.55	25.03	25.52		24.55	3.44	27.99	25.03	3.50	28.53	25.52	3.57	29.09
		36.83	37.55	38.28				40.27			41.05			41.85
5	Clerk / Receptionist II Rent Calculation Clerk	23.05	24.5	26.09	Reg	23.05	3.23	26.28	24.5	3.43	27.94	26.09	3.65	29.74
		34.58	36.77	39.4	OT			37.81			40.20			42.79
6	Clerk / Receptionist III	25.15	26.94	28.75	Reg	25.15	3.52	28.67	26.94	3.77	30.71	28.75	4.03	32.78
	Program Coordinator	37.73	40.41	43.13	OT			41.25			44.18			47.16
	Programs Clerk													
	Tenant Placement Clerk Tenant Relations Coordinator													
7														
8	Financial Clerk	26.18	28.05	30.20	Reg	26.18	3.67	29.85	28.05	3.93	31.98	30.20	4.23	34.43
		39.27	42.08	45.30	OT			42.94			46.01			49.53

**Notes:**

- Part-time hourly rate = full-time rate plus 14%
- Part-time overtime rate = 1/2 full-time rate plus part-time hourly rate
- Employees designated as "Leadhand" shall be entitled to and be paid a premium of \$1.05 per hour over his/her own rate or over the rate of the highest classification which is supervised, which ever is greater

**COUNTY OF RENFREW  
 RENFREW COUNTY HOUSING CORPORATION – CUPE HOURLY RATES  
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	POSITION TITLE	FULL-TIME EMPLOYEES				PART-TIME EMPLOYEES								
		Year 1	Year 2	Year 3		Yr. 1 rate	in eu	Year 1	Yr. 2	in lieu	Year 2	Yr. 3	in eu	Year 3
1	Clerk / Receptionist I	20.70	21.98	23.33	Reg	20.70	2.90	23.60	21.98	3.08	25.06	23.33	3.27	26.60
		31.05	32.97	35.00	OT			33.95			36.05			38.27
2														
3	Building Custodian	23.61	24.15	24.67		23.61	3.3	26.92	24.15	3.38	27.53	24.67	3.45	28.12
		35.42	36.23	37.01				38.73			39.61			40.41
4	Maintenance Repairperson	24.92	25.4	25.90		24.92	3.49	28.41	25.4	3.5	28.97	25.90	3.63	29.53
		37.38	38.12	38.85				40.87			41.58			42.48
5	Clerk / Receptionist II Rent Calculation Clerk	23.40	24.88	26.48	Reg	23.40	3.28	26.68	24.88	3.48	28.36	26.48	3.71	30.19
		35.10	37.32	39.72	OT			38.38			40.80			43.43
6	Clerk / Receptionist III	25.53	27.34	29.18	Reg	25.53	3.57	29.10	27.34	3.83	31.17	29.18	4.03	33.27
	Program Coordinator	38.30	41.0	43.77	OT			41.87			44.84			47.86
	Programs Clerk													
	Tenant Placement Clerk													
	Tenant Relations Coordinator													
7														
8	Financial Clerk	26.57	28.47	30.65	Reg	26.57	3.72	30.29	28.47	3.99	32.46	30.65	4.29	34.94
		39.86	42.7	45.98	OT			43.58			46.70			50.27

- Notes:**
- Part-time hourly rate = full-time rate plus 14%
  - Part-time overtime rate = 1/2 full-time rate plus part-time hourly rate
  - Employees designated as "Leadhandl" shall be entitled to and be paid a premium of \$1.05 per hour over his/her own rate or over the rate of the highest classification which is supervised, which ever is greater

## BENEFIT SCHEDULE

<b>BASIC LIFE INSURANCE</b>	
-enrollment	mandatory
-volume	\$35,000
-maximum	n/a
-minimum	n/a
-reduction	none
-paid-up insurance	none
-premium waiver	6 months
-disability definition	any occ
-maximum conversion	\$200,000 or amount already in force, whichever is less
-eligibility waiting period	none
-termination	policy month date coincident or next following age 65 or retirement, if earlier
-insurer / policy #	Manulife/28765
-effective date	March 27, 2003
-renewal date	June 1
-employer contribution	100%
-particular provisions	n/a
<b>BASIC AD&amp;D</b>	
-enrollment	mandatory
-volume	\$35,000
-maximum	n/a
-minimum	n/a
-premium waiver	same as basic life
-disability definition	same as basic life
-maximum conversion	n/a
-eligibility waiting period	none
-termination	age 65 or retirement, if earlier
-insurer / policy #	Citadel / 9225321
-effective date	March 27, 2003
-renewal date	June 1
-employer contribution	100%
-particular provisions	n/a
<b>OPTIONAL DEPENDENT LIFE</b>	
-enrollment	Optional
-volume (spouse / child)	\$2000/\$1000
-premium waiver	n/a
-eligibility waiting period	none
-termination	ceases to be a illegible dependent or the employee's basic life terminates, whichever is earlier
-insurer / policy #	Manulife / 28765
-effective date	March 1, 2003
-renewal date	June 1
-employer contribution	0%
-particular provisions	
<b>OPTIONAL LIFE (EMPLOYEE)</b>	
-volume	multiples of \$25,000
-maximum	\$250,000
-minimum	\$25,000
-proof of insurability	yes
-premium waiver	6 months
-conversion privilege	yes
-termination	day before policy month date coincident with or next following age 65 or retirement
-insurer / policy #	Manulife/28765
-effective date	March 27, 2003
-renewal date	June 1
-particular provisions	n/a
<b>OPTIONAL LIFE (SPOUSE)</b>	
LTD	n/a

## BENEFIT SCHEDULE (cont.)

<b>EHC</b>	
-enrollment	mandatory
-deductible	\$10/\$20
-co-insurance	
-overall maximum	unlimited
-drugs	prescription with some OTC
-drug card	no
-maximum dispensing fee	\$8.50
-deductible per prescription	none
-generic substitution	<b>YES</b>
-nursing home	\$20/day to a max. of 120 days max \$10,000 during a period of 3 consecutive years, nursing home max \$20/day for 120 days
-private duty nursing	
-masseur - maximum	\$300/year*
-speech therapist - maximum	\$300/year
-clinical psychologist - maximum	\$300/year
-chiropractor - maximum	\$300/year*
-osteopath - maximum	\$300/year*
-podiatrist - maximum	\$300/year*
-naturopath - maximum	\$300/year*
-physiotherapist - maximum	unlimited
-acupuncturist - maximum	n/a
-biofeedback therapy - maximum	n/a
-nicotine therapy - maximum	n/a
-hearing aids - maximum	\$300/4 years
-orthopoeedic shoes	1 pair/year
-orthotics	n/a
-out of province emergency coverage	yes
-out of province hospital coverage	yes
-external breast prosthesis	1/24 months
-transcutaneous nerve stimulators	\$700/lifetime
-custom-made compression hose	2 pairs/calendar year
-eligibility waiting period	none
-termination	policy month date coincident with or next following age 65 or retirement, if earlier
-insurer / policy #	Manulife/28765
-effective date	March 27, 2003
-renewal date	June 1
-employer contribution	75%
-particular provisions	* combined
<b>HOSPITAL CARE</b>	
-enrollment	mandatory
-deductible	none
-co-insurance	
-room and board	semi-private and private
-rehabilitation care	n/a
-eligibility waiting period	none
-termination	policy month date coincident or next following age 65 or retirement, if earlier
-employer contribution	100%
-particular provisions	n/a
<b>OUT OF COUNTRY COVERAGE</b>	
-enrollment	mandatory
-eligibility waiting period	none
-termination	policy month date coincident with or next following age 65 or retirement, if earlier
-maximum length of trip	60 days
-maximum	n/a
-employer contribution	75%
-particular provisions	n/a
<b>VISION CARE</b>	
-enrollment	mandatory
-deductible	none
-co-insurance	100%
-maximum	\$300/24 months
-eye exam	n/a
-eligibility waiting period	none
-termination	policy month date coincident with or next following age 65 or retirement, if earlier
-employer contribution	75%
-particular provisions	For Employees and Family Members that pay family rate

## BENEFIT SCHEDULE (cont.)

<b>BENEFIT SCHEDULE (cont.)</b>	
<b>DENTAL CARE</b>	
-enrollment	mandatory
-deductible	n/a
<b>A) basic services</b>	
-co-insurance	
-maximum	unlimited
-recall exam	2 times/ year
-particular provisions	n/a
<b>B) major restorative</b>	50% co insurance to a maximum of \$2,000 per year
<b>C) orthodontics</b>	50% co insurance to a lifetime maximum of \$2,000
-dental fee guide	prior
-eligibility waiting period	none
-termination	policy month date coincident with or next following age 65 or retirement, if earlier
-insurer / policy #	Manulife/28765
-effective date	March 27, 2003
-renewal date	June 1
-employer contribution	75%

## **Letter of Understanding**

**between**

**The Corporation of the County of Renfrew  
Concerning its Operation of The Renfrew County Housing Corporation**

**and**

**CUPE and its Local 4425**

### **Re: Standby**

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The parties agree to the following provisions related to the introduction of standby responsibilities at Renfrew County Housing Corporation:

- (a) Standby pay shall be defined as premium received by an employee in the Renfrew County Housing Corporation as a result of the employee being available on a standby basis outside of the employee's scheduled working hours.
- (b) Subject to operational requirements and the discretion of the Employer, standby responsibilities may be assigned to bargaining unit employees working in the Building Custodian or Maintenance Repairperson job classification.
- (c) During the standby period, the Employer will provide the employees with a cell phone. The employee shall report to work promptly when called out.
- (d) For each hour an employee is assigned to standby responsibilities, the employee shall be paid two dollars and seventy-five cents (\$2.75) per hour, when not receiving call-back pay. Effective January 1, 2017, employees will be paid three dollars (\$3.00) per hour, when not receiving call-back pay. Effective January 1, 2022 employees will be paid three dollars and fifty cents (\$3.50) per hour, when not receiving call-back pay. Effective January 1, 2023 employees will be paid three dollars and seventy-five cents (\$3.75) per hour, when not receiving call-back pay.
- (e) If while on standby and employee is required to report to work, the employee shall be paid time and one-half (1-1/2) the employee's regular hourly rate for all hours worked, or a minimum of three (3) hours at time and one-half (1-1/2) the employee's regular hourly rate.
- (f) Only work performed on the premises of the Renfrew County Housing Corporation shall be considered as work for pay purposed (inclusive of trips to other locations to pick up necessary supplies needed, and travel time to/from home).
- (g) Standby assignments shall be shared among bargaining unit members working in the maintenance division.
- (h) If while on standby, on a statutory holiday an employee is required to report to work, the standby pay will be suspended. The employee will receive time and one-half (1-1/2) for each hour worked, and another hour in the statutory holiday bank. If the employee works for more than eight (8) hours it becomes two times (2x) their salary, only to a maximum of eight (8) hours in the statutory holiday bank. The same terms would also apply to any additional employees who may also be called back to work.

- (i) Subject to management approval, employees who are assigned to be on standby shall be entitled to exchange assignments with another maintenance employee. Such approval shall not be unreasonable withheld.
- (j) The standby locations will be Arnprior, Renfrew and Pembroke and area.
- (k) Standby hours will be from 4:00 pm to 7:30 am Monday to Thursday and weekends from Friday at 4:00 pm to Monday at 7:30 am.

Either party may cancel the Standby Agreement by providing forty-five (45) days notice.

This agreement will form part of the Collective Agreement expiring December 31, 2023.

Signed at Pembroke this 27th day of September, 2021

Signed on behalf of the Corporation of  
the County of Renfrew

Laura Lelini

[Signature]

[Signature]

[Signature]

Signed on behalf of CUPE and its  
Local 4425

A. Parker

[Signature]

[Signature]

[Signature]

R. Rattinell

Letter of Understanding

between

The Corporation of the County of Renfrew  
Concerning its Operation of The Renfrew County Housing Corporation

and

CUPE and its Local 4425

Re: Article 14.02 – Overtime Pay

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Two permanent part-time staff have requested to work full-time hours to help with the extra duties around COVID-19 (sanitizing apartment buildings) and be paid the regular rate of pay (not overtime).

The following clause will be waived given the current COVID-19 working environment:

14.02 Permanent part-time Employees shall be paid at the rate of time and one-half (1 ½) for all time worked by such Employees in excess of the Employee's regularly scheduled hours in any work week.

The parties agree, without prejudice or precedent, that for the purposes of interpretation of Article 14.02, the following will apply:

Permanent part-time employees can increase their hours, on a temporary basis, up to regular full-time hours. Allowance in lieu will still be received, but there would be no provision of health benefits provided.


Overtime will apply to all hours in excess of full-time hours in any work week.

Termination can occur with 14 calendar days notice from either party.

Signed at Pembroke this 27th day of September, 2021

Signed on behalf of the Corporation of  
the County of Renfrew

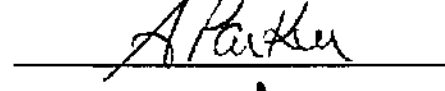


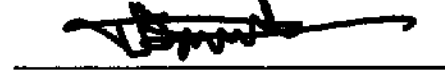




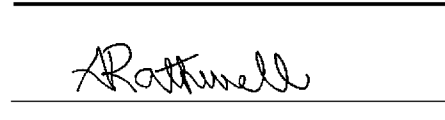


Signed on behalf of CUPE and its  
Local 4425









Letter of Understanding

between

The Corporation of the County of Renfrew  
Concerning its Operation of The Renfrew County Housing Corporation

and

CUPE and its Local 4425

Re: Maintenance and Custodial Staff

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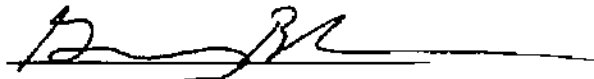
The parties acknowledge and agree that with respect to the maintenance and custodial staff the following applies:

- Maintenance and custodial staff will remain in RCHC
- Maintenance and custodial staff will remain in RCHC CUPE
- Work of the bargaining unit will not be done by Renfrew County staff

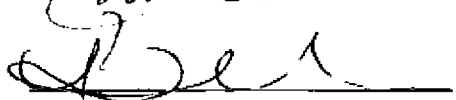
Signed at Pembroke this 27th day of September, 2021

Signed on behalf of the Corporation of  
the County of Renfrew

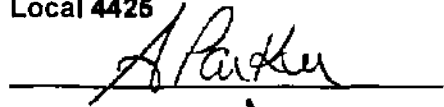
  
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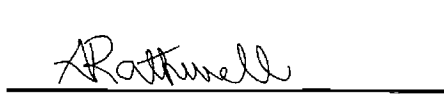
  
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Signed on behalf of CUPE and its  
Local 4425

  
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Letter of Understanding

between

The Corporation of the County of Renfrew  
Concerning its Operation of The Renfrew County Housing Corporation

and

CUPE and its Local 4425

Re: Review of Administrative Positions in Renfrew County Housing Corporation

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The parties agree to work collaboratively to review administrative job classifications to streamline administrative processes and to consider realignment of work assignments for the purpose of improving efficiencies, workload flow, distribution, and cross training.


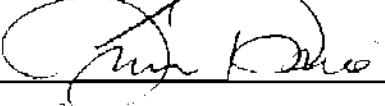
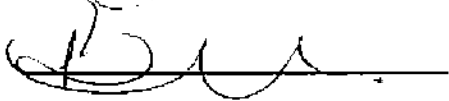
This collaborative process will involve staff, management, and the joint labor management committee.



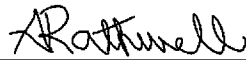
This initiative will commence in Fall 2021 and the parties will endeavor to complete the process within one year.

Signed at Pembroke this 27th day of September, 2021

Signed on behalf of the Corporation of  
the County of Renfrew

Signed on behalf of CUPE and its  
Local 4425

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