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PREAMBLE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its Employees; to establish mutually satisfactory benefits, wages and working conditions; to record the procedure for the prompt and equitable disposition of grievances for all Employees who are subject to the provisions of this Agreement; and to encourage efficiency in operations.

It is, therefore, agreed as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01** The Union recognizes and acknowledges that the Management of the Projects and the direction of the working forces are exclusive functions of the Corporation, and without restricting the generality of the foregoing which includes retaining all those rights and privileges which are not specifically relinquished by this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order and efficiency, create, enforce and alter policies and regulations from time to time;
 - (b) Hire, promote, demote, classify, transfer, layoff, recall, retire, suspend, discipline or discharge any Employee;
 - (c) Manage all the operations and undertakings of the Corporation, determine the kinds and location of facilities, equipment, materials, the methods and techniques of work, the content of jobs, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof.
- 1.02** The Corporation agrees that these rights shall be exercised in a manner consistent with the provisions of this Agreement and subject to the right of an Employee or the Union to lodge a grievance as set forth herein.
- 1.03** The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any Employee by the Union or the Employer by reason of any protected ground pursuant to section 5 of the *Ontario Human Rights Code*, as may be amended from time to time. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or activity or non-activity in the Union. Further, the parties commit to combat racism of all forms in the workplace and promote an inclusive culture for members who identify as black, indigenous or a person of colour.

ARTICLE 2 – RECOGNITION

- 2.01** The Corporation agrees to recognize the Canadian Union of Public Employees and its Local 1764 as the sole and exclusive bargaining agent for all Superintendents, Relief Superintendents employed by the Durham Region Non-Profit Housing Corporation in the Regional Municipality of Durham, save and except Property Managers and persons above the rank of Property Manager, Office and Clerical Staff.
- 2.02** Probationary Employees shall be subject to all of the terms of this Agreement except:
- i) Article 8 – Seniority – Clauses 8.01, 8.03, 8.05 and 8.06
 - ii) Article 16 – Layoff and Recall
 - iii) Article 20 – Benefits
- 2.03** No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative that may conflict with the terms of this Collective Agreement.

ARTICLE 3 – NO STRIKE OR LOCKOUT

- 3.01** There shall be no strike or lockout or picketing during the currency of this Agreement. The words “strike” and “lockout” shall be as defined by the *Labour Relations Act* for the Province of Ontario.

ARTICLE 4 – UNION/MANAGEMENT CONSULTATION

- 4.01** At the request of either party, a Union-Management meeting will be convened to discuss work place related issues.

ARTICLE 5 – UNION SECURITY

- 5.01** The Corporation agrees to deduct from each pay, Union dues, as assessed by the Union, for all Union members covered by this Agreement. Such dues, along with a list of Employees, salary rates and total amount of payroll paid, shall be remitted to the Union by the fifteenth (15th) day of the following month. The Corporation shall be notified, in writing, at least ninety (90) calendar days prior to any required change in Union dues assessment.
- 5.02** Income tax T-4 slips will contain the amount of Union dues paid by each member in the previous year.
- 5.03** The Union agrees to indemnify the Corporation and save it harmless from any actions arising from or related to the operation of this Article.
- 5.04** The Union shall notify the Employer, in writing, all contact information for the Treasurer of CUPE Local 1764 with updates as required.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint Union Stewards. The Stewards may assist any Employee that the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure. Stewards shall be appointed in accordance with clause 9.02.

6.02 (a) Names of Stewards

The Union shall notify the Employer, in writing, of the name of each Steward before the Employer shall be required to recognize him/her.

(b) The Union shall elect or appoint three (3) Stewards.

6.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. To be considered a grievance pursuant to this Article, the issue must be in writing and must state the Article(s) in dispute, the nature of the grievance and the remedy sought.

6.04 Settling of Grievances

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

Step 1

It is understood that an employee has no grievance until he/she has first given their Property Manager, or designate, an opportunity to address the complaint. Failing resolution, a grievance may be filed within five (5) working days, of the event giving rise to the grievance. The aggrieved Employee(s) will submit the grievance to his/her Steward. The Steward shall prepare a written grievance signed by both the Grievor and the Steward. At each Step of the grievance procedure the Grievor shall have the right to be present.

If the Steward or the Grievance Committee member, as appointed in Article 9.02, considers the grievance to be justified he/she will first seek to settle the dispute with the Department Director or designate.

The Department Director and at his/her discretion, the appropriate Property Manager, shall meet with the Employee and his/her Steward and render his/her decision within seven (7) working days after receipt of such notice.

Step 2

Failing settlement being reached in Step 1, the Grievance Committee, within seven (7) working days, may submit the grievance to the Chief Executive Officer or his/her designate, who shall meet with the Union and render his/her decision, within seven (7) working days, after receipt of such notice.

Failing a satisfactory settlement being reached in Step 2, within twenty (20) calendar days of the answer received at Step 2, the grievance may be referred to arbitration.

6.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or Management has a grievance, Step 1 of this Article may be bypassed, by mutual agreement of the parties.

6.06 Replies in Writing

Replies to grievances shall be in writing at all stages. All responses to grievances shall be forwarded to the Local 1764 office for filing.

6.07 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement, unless specifically excluded, shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

6.08 Any grievance not processed in accordance with this Article shall be deemed to be withdrawn.

6.09 The “working days” referred to in this Article are normal working days, excluding Saturdays, Sundays and designated holidays.

6.10 Time limits may be extended by the mutual written consent of the parties.

ARTICLE 7 – ARBITRATION

7.01 Composition of Board of Arbitration

If the parties at Step 2 are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) working days, as defined in the *Ontario Labour Relations Act* as amended from time to time. The parties agree to use a single arbitrator.

7.02 Decision of the Board

The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend or add to any of its provisions or make any decision contrary to the provisions of this Agreement.

7.03 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator’s decision, either party may apply to the Arbitrator to clarify the decision.

7.04 Expenses of the Board

Each Party shall pay:
One half (1/2) of the fees and expenses of the Chairperson.

7.05 Time limits may be extended by the mutual written consent of the parties.

7.06 Prior to the scheduling of an arbitration hearing, the parties may retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration. Where the parties have agreed to mediation, a mediation meeting will be held within sixty (60) days of receipt of notification of arbitration as provided for in this clause.

ARTICLE 8 – SENIORITY

8.01 Seniority is defined as the length of service in the Bargaining Unit and shall include continuous service with the Employer prior to certification or recognition of the Union.

8.02 Superintendents and Relief Superintendents with less than six (6) full calendar months of employment will be considered on probation and will have no seniority rights during the period. After six (6) calendar months, the Employee will be placed on the seniority list and credited with six (6) months seniority.

- 8.03** The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. Where two (2) or more Employees commence work on the same day, their names shall be anonymously drawn to determine order on the seniority list. This shall be done by the President of the Local or their designate. The seniority list will be posted by the Corporation at Head Office and emailed to the local Chair during the month of January each year.
- 8.04** Any Superintendent, Relief Superintendent who, during his/her probationary period, is absent in excess of five (5) calendar days for any reason shall have the duration of the absence added to his/her probationary period.
- 8.05** Seniority shall operate on a bargaining-unit wide basis.
- 8.06** An Employee shall lose his/her seniority and his/her employment shall be terminated for just cause where the Employee:
- i)** Voluntarily resigns, in writing, and does not withdraw in twenty-four (24) hours.
 - ii)** Is laid off and not recalled to active employment within eighteen (18) calendar months or the amount of seniority, whichever is less.
 - iii)** Overstays an approved leave of absence without reasonable cause.
 - iv)** Is discharged and not reinstated through the grievance procedure.
 - v)** Fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause.
 - vi)** Is absent without good and sufficient cause for more than three (3) days without notifying his/her Property Manager or their designate.

ARTICLE 9 – UNION REPRESENTATION

- 9.01** The Corporation recognizes that a Committee of up to three (3) Bargaining Unit Employees plus the Local President or their designate and Chief Steward of CUPE Local 1764 shall be established by the Union to deal with matters arising under Article 4 and the negotiations of the Collective Agreement. This Committee shall also function as the Grievance Committee as referenced in Article 6. Union leave for bargaining matters shall not be unreasonably denied.
- 9.02** The Steward designated by the Union shall act as the Steward for Step 1 of the grievance procedure.
- 9.03** No Superintendent, Relief Superintendent shall leave work unsupervised to attend to Union business unless permission is obtained from the Property Manager or their designate which permission shall not be unreasonably withheld.
- 9.04** The Union Committee shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings, with the exclusion of Step 1 of the grievance process as outlined in Article 6.04, arranged with the Employer for matters arising out of this Agreement.

ARTICLE 10 – JUST CAUSE

- 10.01** No Employee shall be disciplined or discharged without just cause.
- 10.02** The parties recognize that a probationary period, in accordance with Article 8.02, provides the Corporation with an opportunity to monitor and consider the suitability of an employee. Where the Corporation determines that a probationary employee is not suitable for employment, it may terminate the employment relationship at its sole discretion. The probationary employee has no recourse to the grievance or arbitration process except where it is alleged that the Corporation acted in a manner that was arbitrary, in bad faith or in violation of the *Ontario Human Rights Code*.
- 10.03** Where the Corporation deems it necessary to suspend or discharge an Employee, the Employee has the right to have a Union Steward present.

- 10.04** An Employee considered by the Union to be unjustly discharged or suspended shall be entitled to a grievance hearing under Article 6, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.
- 10.05** Whenever the Corporation deems it necessary to issue a written warning, suspend or discharge an Employee, the Corporation shall forward a copy of the disciplinary letter to the Local Chairperson of the Union, within five (5) days thereafter.
- 10.06** Any Superintendent, Relief Superintendent who has been discharged shall have seven (7) calendar days from the date of the discharge to vacate his/her unit and the premises of the Corporation; and shall surrender all Corporation keys, identification and equipment on the date of discharge. Further days may be granted at the discretion of the Chief Executive Officer.
- 10.07** All employees shall have access to his/her personnel files to view provided they have made an appointment with Human Resources. Any record of discipline shall be removed from an Employee's file twenty-four (24) months after it has been issued provided that the employee remains discipline free during the previous twenty-four (24) months and the employee was actively working during the twenty-four (24) month period.

ARTICLE 11 – HOURS OF WORK/TIME OFF

- 11.01 (a)** Superintendents shall be on-site and available during their shifts, and shall be available on a twenty-four (24) hour basis unless granted time off in accordance with the following schedule:
 - i)** Three (3) evenings per week between the hours of 6:00 p.m. to 6:00 a.m. the following day;
 - ii)** Two of every three weekends, commencing Friday evening at 6:00 p.m. to Monday morning 6:00 a.m.

Scheduled days off are to be pre-arranged with the Property Manager in accordance with operational need.
- (b)** Superintendents who are providing relief shall provide coverage in accordance with the following schedule:
 - i)** Vacation coverage;
 - ii)** Every third weekend commencing Friday evening at 6:00 p.m. to Monday morning 6:00 a.m.;
 - iii)** Three (3) evenings per week between the hours of 6:00 p.m. to 6:00 a.m. the following day.
 - iv)** Superintendents are not required to provide relief on regularly scheduled evenings off or regularly scheduled weekends off.
 - v)** The parties agree that any conflict regarding coverage for vacation requests will be addressed in writing when requesting time off so that the Department Director can ensure that adequate coverage is provided.
- (c)** The Employer will establish a three-week scheduling rotation, which will be subject to change based on operational need. Pursuant to the three-week rotation schedule, Superintendents and Relief will be required to provide coverage within their designated Geographic Block or, on occasion, outside their Geographic Block as defined above, without invoking a premium pursuant to Article 18.04.
- (d)** As per the current requirements of the job, all Superintendents and Relief must have a valid G license and have regular access to a vehicle in good working condition.
- 11.02** A Superintendent, Relief Superintendent shall not commence his/her time off until the replacement has arrived; or, where this is not possible, the Property Manager has approved the absence.
- 11.03** Relief Superintendents shall be required to provide coverage in accordance with the following schedule:
 - i)** Three (3) evenings per week between the hours of 6:00 p.m. to 6:00 a.m. the following day;
 - ii)** Every third weekend, commencing Friday evening at 6:00 p.m. to Monday morning 6:00 a.m.;

- iii) And any other time that may be required, such as vacation and sick coverage.

ARTICLE 12 – VACATION

- 12.01** (a) Superintendents shall be entitled to fifteen (15) days of paid vacation per calendar year commencing in the year in which his/her first anniversary falls. During the first calendar year of employment, Superintendents shall be entitled to 1.25 days of paid vacation for each full month of employment to a maximum of ten (10) days.
- (b) Superintendents with ten (10) or more years' service shall be entitled to twenty (20) days paid vacation per calendar year. The Superintendent shall become entitled to the increased vacation in the calendar year in which the anniversary falls.
- (c) The Relief Superintendent shall be entitled to nine (9) evenings of paid vacation per calendar year commencing in the year which his/her anniversary falls. During the first year of employment, Relief Superintendents will be entitled to half (0.5) an evening shift of paid vacation that is pro-rated for every full month of employment worked to a maximum of nine (9) evenings. Relief Superintendents with five (5) years or more shall be entitled to an additional one (1) evening off per calendar year.
- (d) Superintendents with twenty [20] or more years of service shall be entitled to twenty-five [25] days off per calendar year. The Superintendent shall become entitled to the increased vacation in the calendar year in which the anniversary falls.
- 12.02** Superintendents on a leave of absence without pay for a period of greater than one (1) calendar month shall have his/her vacation pro-rated to time worked. Where a Superintendent has depleted his/her vacation in the current year, the pro-ration shall occur on the next year's entitlement.
- 12.03** Up to five (5) days' vacation credits may be carried over to the next year with the written approval of the Chief Executive Officer. Any such request must be made in writing no later than June 30th of the current vacation year.
- 12.04** An Employee shall submit vacation requests, in writing, to the Property Manager by April 15th. The scheduling of such vacation days shall be at the mutual satisfaction of the Property Manager (or his/her delegate) and the Superintendent and the Relief Superintendent doing the vacation coverage. Where agreement cannot be reached, the Department Director shall schedule the vacation. Management will have twenty (20) working days to answer the request.
- 12.05** During his/her probation period, a Superintendent shall not take vacation until it has been earned.
- 12.06** A Superintendent who leaves the employ of the Corporation and who has not utilized his/her vacation entitlement, shall be paid out a vacation entitlement prorated to time worked.
- 12.07** Where a Superintendent or Relief Superintendent is on a scheduled vacation that ends on a Friday where they would normally be scheduled to work on a weekend shift, the vacation shall end at 6:00 a.m. Saturday.
- 12.08** Relief Superintendents shall be paid vacation pay using the same process as Superintendents.

ARTICLE 13 – DESIGNATED HOLIDAYS

- 13.01** Superintendents shall receive thirteen (13) designated holidays per year to be selected from a list supplied by the Corporation. Provided coverage has been arranged, the Superintendent may take off the designated holiday on either the day of the holiday, as reflected in the list supplied by the Corporation, or by adding it to their scheduled weekend off immediately preceding or immediately following the holiday. In cases where this is not feasible the Superintendent may take another day mutually agreed upon by the parties. Where a dispute arises regarding either the selection of a holiday or coverage, the matter shall be resolved by the Department Director whose decision is final.
- 13.02** For the purpose of the designated holidays the holiday shall deem to commence at 6:00 a.m. the day observed as the holiday and finish at 6:00 a.m. the following morning.

- 13.03** Where a Superintendent has been on leave of absence without pay in excess of one (1) month or when a Superintendent commences employment or where a Relief Superintendent is successful in obtaining employment with the Corporation as a Superintendent, the entitlement to designated holidays shall be pro-rated to time to be worked in that calendar year to the nearest full day.

ARTICLE 14 – LEAVES OF ABSENCE

- 14.01** (a) Pregnancy, parental and adoption leave shall be granted in accordance with the Employment Standards Act.
- (b) Superintendents and Relief Superintendents shall be allowed three (3) calendar days off with compensation upon the birth or adoption of a child. Effective January 1, 2023, Superintendents and Relief Superintendents shall be allowed five (5) calendar days off with compensation upon the birth or adoption of a child.
- 14.02** (a) Superintendents shall be granted time off for bereavement leave, without loss of pay or benefits, according to the schedule below, following the date of death, for attendance at, or arranging for, the funeral of:
- i) A spouse or child or step-child, up to eight (8) consecutive days;
 - ii) A father, mother, father-in-law, mother-in-law, sister or brother, up to four (4) consecutive days;
 - iii) A grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law or grandchild, up to two (2) consecutive days;
 - iv) Up to an additional four (4) days traveling time without pay may be granted by the Chief Executive Officer to permit the Employee to attend a funeral in the family that is to be held at a distant point.
- (b) For the purpose of bereavement leave pursuant to Article 14.02, spouse shall be defined to include a common law spouse and a partner of the same sex. A common law spouse is defined as continuously living in a conjugal relationship with the employee for at least one (1) year.
- (c) An Employee may defer one (1) day of bereavement leave to attend a memorial or interment at a later date, provided it is within six (6) months of the date of loss and they have provided the request to management in writing.
- 14.03** A Relief Superintendent shall be entitled to the provisions of clause 14.02 provided he/she was scheduled to work.
- 14.04** The Corporation may grant a leave of absence, for attendance at Union Conferences and Seminars. Such leaves shall not total more than thirty (30) days in any calendar year for the bargaining unit. The Union shall reimburse the Corporation within 30 calendar days from receipt of an invoice. Future requests for further leaves of absences will be denied until a timely payment has been received by the Corporation.
- 14.05** An Employee on a medical leave of absence without pay for greater than forty-two (42) calendar days shall be responsible for the full cost of the rental unit after the expiry of the forty-two (42) calendar day period. The full cost of the rental unit shall be payable immediately for all other leaves of absence. Should the Employee decide to maintain any benefit coverage following the expiry of the aforementioned forty-two (42) day period, the full cost of the benefit premiums shall be borne by the Employee. The Employer may extend the forty-two (42) calendar days to sixty (60) calendar days if the Employee provides: 1) medical satisfactory to the Employer that includes the Employee's medical restrictions and expected prognosis; and 2) the medical is provided no later than thirty (30) calendar days from the date the medical leave commenced.
- 14.06** Superintendents will be granted up to two paid shifts off per year to attend to personal emergencies as defined by the *Employment Standards Act, 2000*. These may only be used in full-shift increments. Effective January 1, 2023, Superintendents will be granted up to four (4) paid shifts off per year to attend to personal emergencies as defined by the *Employment Standards Act, 2000*. These may only be used in full-shift increments.
- 14.07** Before returning to work from a leave of absence, the Employee shall be required to produce a physician's certificate that is reasonable under the circumstances. Where necessary, the Union and the Employer will work together to develop an individualized return-to-work plan based on the physician's note above, and/or other

information that may be required. The Employee will co-operate with the Employer to provide the necessary medical information with regard to a return to work.

ARTICLE 15 – VEHICLE ALLOWANCE

- 15.01** Superintendents, Relief Superintendents shall be reimbursed on a per kilometer basis when traveling on **approved** Corporation business. The Employer will compensate at rates approved by the Canada Revenue Agency.
- 15.02** Effective January 1, 2023, employees will be reimbursed up to \$30 for additional auto insurance coverage they may obtain in excess of their standard automobile insurance required for employment. The employee must provide proof of such additional insurance before such payments will be made.

ARTICLE 16 – LAYOFF AND RECALL

Layoff

- 16.01** (a) Where the Corporation deems it necessary to reduce its workforce, the Corporation shall issue a notice of layoff to the Superintendent, Relief Superintendent with a copy to the Union.
- (b) In the event of a layoff, the Corporation shall provide the affected employee no less than sixty (60) days written notice of such layoff.
- 16.02** Provided the Employee so laid off, under 16.01, is able to meet the normal requirements of the job, the Employee may utilize his/her seniority to displace the most junior Employee in his/her classification. The Superintendent, Relief Superintendent shall receive the salary associated with his/her new position. Classification for this clause is defined as either Superintendent or Relief Superintendent.
- 16.03** Any Employee so displaced shall be entitled to utilize his/her seniority rights in the same manner as set out in 16.02.
- 16.04** Where the Employee fails to exercise the Employee's rights, the Employee shall be laid off.
- 16.05** The Corporation shall not be responsible for any costs associated with an Employee utilizing his/her rights under this Article.

Recall

- 16.06** An Employee who is laid off shall be provided, by registered mail at the Employee's last known address, with a copy of each notice of vacancy as they arise, for a period of eighteen (18) months from the date of layoff or the amount of seniority, whichever is less.
- 16.07** The Employee shall have ten (10) calendar days to respond to the job posting.
- 16.08** An Employee laid off under this Article shall be considered an internal applicant under 17.06.
- 16.09** An Employee who has been on layoff for more than eighteen (18) continuous calendar months or the amount of seniority, whichever is less, shall lose all rights of recall and seniority.
- 16.10** Where an Employee has been laid off in accordance with this Article, and is recalled within eighteen (18) months or the amount of seniority, whichever is less, the period of layoff shall not be included in determining the Employee's service or seniority date.
- 16.11** Where an Employee files a grievance claiming improper layoff or recall, the Employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.

ARTICLE 17 – NOTICE OF VACANCY

- 17.01** Where the Corporation deems it necessary to fill a Superintendent, Relief Superintendent Vacancy, the Corporation will notify the Local Union Chairperson, in writing, of the vacancy with a copy of the notification delivered to the site offices.
- 17.02** Such Notice of Vacancy shall contain the following information:
- Nature of position
 - Home location and Geographic Block
 - Skills
 - Experience
 - Qualifications
 - Salary (including accommodation if applicable)
- 17.03** Superintendents, Relief Superintendents who are interested in the vacancy shall have ten (10) calendar days, from the date of the notice of vacancy, to submit a resume to Human Resources for the position noted in the Notice of Vacancy.
- 17.04** The Corporation shall not be held responsible for any resume as specified in 17.03 that is not received.
- 17.05** In filling the vacancy, the Corporation shall give consideration to qualifications, experience, skill, work performance and ability to perform the required duties. Where these factors are relatively equal and meet the requirements of the position, seniority shall be the determining factor. Work performance is measured by written reports which have been signed by the Employee concerned and copies given to the Employee upon being signed.
- 17.06** All internal applicants shall be interviewed before any outside applicant is considered.
- 17.07** The Corporation shall not be responsible for any costs associated with a Superintendent, Relief Superintendent utilizing his/her rights of moving to a new position as a result of the Notice of Vacancy.
- 17.08** The Union shall be notified by email and/or hardcopy, within ten (10) working days, of all promotions, demotions, hiring's, transfers, recalls, resignations, retirements, death or other terminations of employment. The Chief Steward of CUPE Local 1764 shall also be emailed these notices.
- Any Superintendent, Relief Superintendent successful in their application for another position shall be only eligible to apply for one other bargaining unit position within a twelve-month period.

ARTICLE 18 – SALARY RATES

- 18.01** The salary rates for the Superintendent, Relief Superintendent positions are set out in Appendix “A”.
- 18.02** The start rate shall be one hundred (100%) of the rate outlined in Appendix “A”. At the completion of the probationary period, the Employee shall progress to the job rate outlined in Appendix “A”.
- 18.03** Wages shall be paid biweekly.
- 18.04** (a) Where the Corporation requires a Superintendent to provide ongoing full coverage at other sites, an additional payment of eighty dollars (\$80.00) per unit, per annum will be provided. Effective January 1, 2023, this payment will be increased to eighty-five dollars (\$85.00) per unit, per annum.
- (b) Where a Superintendent is required to provide full coverage for another site as a result of a vacancy, the Superintendent shall receive payment as described in 18.04(a), prorated for the period they provide coverage.

ARTICLE 19 – LOCATION AND RENT

- 19.01** Superintendents and Relief Superintendents who are required to reside in a project will be provided with a unit. Where a Superintendent and Relief Superintendent is required to pay utility costs, the Employer shall provide a fifty dollar (\$50) monthly stipend for utility costs which must be claimed as a one hundred percent (100%)

taxable benefit on their T-4s. Effective January 1, 2023, the stipend will no longer apply and employees will be reimbursed up to sixty dollars (\$60) for utility costs per month. The employee must provide proof of such costs on a monthly basis before such payments will be made.

- 19.02** The unit provided to the Superintendents and Relief Superintendents under Clause 19.01 shall be on a rent free basis. For income tax purposes, a taxable benefit equal to the unit's "fair market value" will be shown on the Superintendent's and Relief Superintendent's yearly T-4 slips. For the purpose of this Article, "fair market value" shall be deemed to be fifty percent (50%) of the Ministry of Housing's approved market rent for the associated unit. The parties acknowledge that this is always subject to review and reinterpretation by the Canada Revenue Agency.
- 19.03** The Superintendents and Relief Superintendents shall be responsible for the payment of all utilities not included in the rental fee.

ARTICLE 20 – BENEFITS

- 20.01** The Corporation agrees to provide the following benefits to all Superintendents, Relief Superintendents who have completed their probationary period.
- i)** Life Insurance coverage at twice the basic annual salary (minimum of \$15,000) of the Superintendent, Relief Superintendent who is the primary earner. The Corporation will pay one hundred percent (100%) of the premium costs. Superintendent, Relief Superintendent who reach sixty-five (65) years of age will have their coverage reduced by fifty percent (50%).
 - ii)** Dependent Life Insurance coverage of ten thousand dollars (\$10,000) for the Superintendent, Relief Superintendent's spouse and five thousand dollars (\$5,000) for each child. The Corporation will pay one hundred percent (100%) of the premium costs.
 - iii)** Accidental Death and Dismemberment Insurance equal to the Superintendent's, Relief Superintendent's life insurance as per subsection i). The Corporation will pay one hundred percent (100%) of the premium cost.
- 20.02** Participation in the O.M.E.R.S. Pension Plan shall be in accordance with the O.M.E.R.S. regulations, eligibility requirements and the Pension Benefits Act
- (a)** Participation in O.M.E.R.S. is mandatory for a "continuous full-time" employee.
 - (b)** The Employer will provide O.M.E.R.S. to all "other than continuous Full-Time" staff on an optional basis who qualify per O.M.E.R.S. regulations.
 - (c)** The Employer will provide all employees with the extended Health Care Benefit Plan with the following coverage:
 - i)** Semi-private Hospital coverage
 - ii)** Prescription Drug Plan – There shall be ten dollars (\$10.00) deductible per year for single coverage and twenty dollars (\$20.00) per year deductible for family coverage with one hundred percent (100%) reimbursement, thereafter. Each Superintendent, Relief Superintendent who has completed their probationary period shall be issued a drug card.
 - iii)** Extended Benefits – ambulance, nurses, paramedical practitioners, etc.
 - iv)** Out of Canada Emergency Care
 - v)** Vision Care coverage for the purpose of purchasing prescription glasses or contact lenses. A Superintendent, Relief Superintendent and their immediate family will be reimbursed up to three hundred and fifty dollars (\$350.00) every two (2) years towards the purchase of prescription glasses or contact lenses. As of January 1, 2023, a Superintendent, Relief Superintendent and their immediate family will be reimbursed up to three hundred and seventy-five dollars (\$375.00) every two (2) years towards the purchase of prescription glasses or contact lenses.
 - vi)** Hearing Aids - \$500.00 every two years
 - vii)** Laser Eye Surgery \$400.00 lifetime maximum, effective January 1, 2018.

- viii) The Corporation shall pay one hundred percent (100%) of premiums
- ix) Coverage shall commence upon the completion of the Superintendent's, Relief Superintendent's probationary period.

20.03 Full-Time Superintendents, Relief Superintendents: a basic dental plan with eighty percent (80%) of the cost paid by the employer and twenty percent (20%) of this cost paid by the employee. Premiums to be paid by the Employer. \$1,250.00 maximum per year: no deductible: current fee guide: Nine (9) month recall. Effective January 1, 2023, increase the \$1,250 maximum to \$1,350.

20.04 It is understood that the Benefit Programs will be subject to the terms and conditions of any governing master policy or any statutory requirement. A copy of the master policy will be supplied to the Union. Any dispute over the payment of benefits shall be between the Superintendent, Relief Superintendent and the Insurance Company.

20.05 The Employer will provide an employer funded Employee Assistance Plan for all employees.

Article 20.01, 20.02(c), 20.03 and 20.04 shall not apply to employees who are 65 years of age or older.

ARTICLE 21 – RECLASSIFICATIONS AND NEW POSITIONS

21.01 When the duties of any position are significantly changed or a new position is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the position in questions, such dispute shall be submitted to grievance and arbitration for determination based on other rates in this Collective Agreement. The new rates shall become retroactive to the time the position was first filled, or the date of the change of the job duties.

ARTICLE 22 – HEALTH AND SAFETY

22.01 The Employer and the Union agree to abide by the provisions of the *Occupational Health and Safety Act*.

ARTICLE 23 – CORRESPONDENCE

23.01 All correspondence between the parties, arising out of this Agreement shall pass to and from the Chief Executive Officer and the Unit Chairperson or their designates. Only correspondence relating to the interpretation of the collective agreement, employee terminations and Step 2 grievance responses will be copied to CUPE National Representative.

ARTICLE 24 – GENERAL

24.01 Upon presentation of a receipt, the corporation will reimburse each employee up to \$150.00 every two (2) years towards the purchase of certified steel toed safety footwear. Effective January 1, 2023, upon presentation of a receipt, the corporation will reimburse each Employee up to \$100.00 every year toward the purchase of certified steel toed safety footwear.

24.02 The Employer shall provide cell phones for safety purposes and emergency calls, where practical. (one per staffed site)

ARTICLE 25 – MASCULINE OR FEMININE TERMS

25.01 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.

Where the term Employee is used in this Agreement, it shall mean Superintendent or Relief Superintendent.

ARTICLE 26 – COPIES OF AGREEMENT

26.01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Parties shall print sufficient copies of the Agreement.

ARTICLE 27 – DURATION

27.01 This Agreement shall remain in effect from April 1, 2022 to March 31, 2025. Notice of Intention to Bargain shall be given in accordance with Section 54 of the *Ontario Labour Relations Act* as amended from time to time.

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

27.03 Retroactivity on wages only to employees of record as of the final date of ratification by both parties.

For Durham Region Non-Profit Housing Corporation	For Canadian Union of Public Employees And its Local 1764-03
Tracy Greig	Rick Nuttall
Karen Eccles	JC Provain
Catherine Jones	Keith Fudge
Kelly McDermott	Jay Berberick
Kira Clarke	Stephanie Taylor
	Debbie Provost

APPENDIX 'A'
Salary Rates (Annual Salary)

Property	April 1, 2021 Current Salary	April 1, 2022 Wage Increase	April 1, 2023 Wage Increase	April 1, 2024 Wage Increase
Mearns Meadows/ Bowmanville Heights	\$27,301	4% \$28,393	4% \$29,529	4% \$30,710
Conant Place/ Ormond Place	\$27,301	4% \$28,393	4% \$29,529	4% \$30,710
Wilson Village	\$41,605	1.75% \$42,333	1.75% \$43,074	1.5% \$43,720
Beatrice Woods	\$33,604	1.75% \$34,192	1.75% \$34,790	1.5% \$35,312
Cy Elsey	\$37,872	1.75% \$38,535	1.75% \$39,210	1.5% \$39,798
Block 1 Relief	\$6,181	4% \$6,428	4% \$6,685	4% \$6,953
Wood Farm Manor	\$46,189	1.75% \$46,997	1.75% \$47,820	1.5% \$48,537
Dryden Heights	\$60,100	Lump Sum 1.75%	1.75% \$61,152	1.5% \$62,069
Marigold Court/ Garrard Heights	\$51,156	Lump Sum 1.75%	1.75% \$52,051	1.5% \$52,832
Perry Terrace	\$52,200	Lump Sum 1.75%	1.75% \$53,113	1.5% \$53,910
Block 2 Relief	\$6,181	4% \$6,428	4% \$6,685	4% \$6,953
Orchard Valley Court/ Highbush Village	\$49,315	1.75% \$50,178	1.75% \$51,056	1.5% \$51,822
Reach Gardens	\$27,301	4% \$28,393	4% \$29,529	4% \$30,710
Allan's Place/ Old Schoolhouse	\$35,525	1.75% \$36,147	1.75% \$36,779	1.5% \$37,331
Gillespie Gardens	\$35,000	1.75% \$35,612	1.75% \$36,236	1.5% \$36,779
Block 3 Relief	\$6,181	4% \$6,428	4% \$6,685	4% \$6,953

LETTER OF UNDERSTANDING

Between

**DURHAM REGION NON-PROFIT HOUSING CORPORATION
(the “Employer”)**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1764-03
(the “Union”)**

On May 6, 2022, the parties have agreed to the following Letter of Understanding not to be expressly incorporated into the Collective Agreement:

RE: RETIREMENT – REMAINING IN CURRENT UNIT

1. Any Superintendent or Relief Superintendent who chooses to retire prior to October 1, 2022 will have the option to become a market rent tenant and remain in their current unit at the prevailing market rental rate.

IN WITNESS WHEREOF, the party’s hereto have affixed their signatures on May 6, 2022.

**For Durham Region
Non-Profit Housing
Corporation**

Tracy Greig

Karen Eccles

Catherine Jones

Kelly McDermott

Kira Clarke

**For Canadian Union of
Public Employees And its
Local 1764-03**

Rick Nuttall

JC Provain

Keith Fudge

Jay Berberick

Stephanie Taylor

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