

COLLECTIVE AGREEMENT

between

Housing Operations for the Corporation of the District of Nipissing Social Services Administration Board

District of Nipissing
Social Services
Administration Board



Conseil d'administration
des services sociaux
du district de Nipissing

and

CUPE AND ITS LOCAL 4720-02

CUPE·SCFP

January 1, 2024 to December 31, 2026

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ARTICLE 1 - DEFINITIONS

- 1.01** a) "Employee" shall mean a person who has satisfactorily completed the probationary period.
- b) "Probationary employee" shall mean a newly hired employee who will be placed on a seniority list until they have completed sixty (60) working days of employment with the Corporation, during which period the Corporation may assess whether the employee is suitable to be retained as an employee. Upon completion of the probationary period, the employee's seniority will be computed from the last date of hiring. A probationary employee's employment may be terminated by the Corporation for just cause without recourse to the grievance procedure. Periods of absence in excess of ten (10) working days shall not be included in the probationary period and the probationary period shall be extended in consideration of such lost time.

By mutual agreement, the corporation may extend the probationary period to ninety (90) working days by providing written notice to the employee and the Union.

- c) Permanent full-time employee: The status of an employee will be defined as permanent full-time so long as the employee has completed the probationary period and who is thereafter regularly employed for more than twenty-four (24) hours per week and who is declared the incumbent of a permanent position included in Article 16 to this Agreement.
- d) Permanent part-time employee: The status of an employee will be defined as permanent part-time so long as the employee has completed the probationary period and who is thereafter regularly employed for twenty-four hours or less and declared the incumbent of a permanent position included in Article 16 to this Agreement.
- e) "Temporary employee" means an employee who has been hired to replace a permanent or probationary employee while on sick leave, WSIB, pregnancy/parental leave, special or compassionate leave, educational leave, vacation, statutory holidays, while seconded to a management or bargaining unit excluded position or while participating in career development, or time-limited project that arises infrequently. It is further agreed that no temporary employee shall be employed on a time-limited project if a permanent employee is qualified to do the work and is on layoff.
- f) "Building Attendant" means a person retained by the Corporation for purposes outlined in Appendix A of the Agreement. The only terms and conditions of the Agreement that apply to Building Attendants shall be as outlined in Appendix A, Memorandum of Understanding, which forms part of the Collective Agreement.

- (g) "Continuous service" is the period of unbroken service between the date of hire and the date the employee ceases to be an employee. Service is broken when an employee is re-employed following a period of permanent separation from the organization.

1.02 Temporary Employees

It is understood that the following will apply to an individual hired as a temporary employee as defined by Article 1.01 (e).

- (i) Compulsory check off of union dues as described under Article 5 and Article 16 -Wages.
- (ii) Temporary employees will not accumulate seniority under the provisions of Article 7.01 and 7.02. A separate seniority list based on hours of work shall be utilized with seniority being the factor in filling the temporary vacancies.
- (iii) In the event that a temporary employee is hired in a permanent capacity without a break in service, following the established probationary period, the employee will be granted seniority based on hours worked, beginning with their last date of hire.
- (iv) Temporary employees whose position is complete or whose position is discontinued may, pending qualifications, displace another temporary employee who has less service with the Corporation so long as the duration of the temporary position is anticipated to be more than 30 working days.
- (v) Temporary employees may demonstrate an interest in a permanent job posting by submitting an application within the defined job posting period, and such employee will be considered for the position after all permanent employees and prior to the consideration of external applicants.

ARTICLE 2 - BARGAINING UNIT

2.01 Scope

The Corporation recognizes the Canadian Union of Public Employees and its Local 4720-02 as the bargaining agent of all employees of the previously named Nipissing District Housing Corporation, now under Housing Operations for the Corporation of the District of Nipissing Social Services Administration Board in the District of Nipissing save and except the Corporate Services Clerk who has or may obtain confidential information, supervisors, and persons above the rank of supervisor.

- 2.02** a) Where the duties of a bargaining unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.
- b) When a new classification is to be created, the Corporation will set the wage rate for the position and immediately notify the Union. If the rate is acceptable to the Union, it shall become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Corporation and negotiations will then take place between the parties in an attempt to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, either party may request that an arbitrator be appointed to assist the parties in resolving the disputed rate.

Within six (6) months of the position being created, the Joint Job Evaluation Committee shall meet to review the position, include it into the Pay Equity Plan and review the rate if necessary.

2.03 Work of the Bargaining Unit

Persons whose regular jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit except for purposes of instruction, experimentation or in emergencies when regular employees are not available.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01** The parties recognize that it is the exclusive function of the Corporation 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, technology or machinery.

ARTICLE 4 - DISCRIMINATION OR INTIMIDATION

- 4.01** The Corporation agrees that there shall be no discrimination exercised or practiced with respect to any employee in the matter of hiring, assigning wage rate, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or any other action by reason of disability, citizenship, ethnic origin, gender expression, gender identity, age, race, creed, colour, ancestry, national origin, religion, political affiliation or activity, sexual orientation, sex, marital or parental status, family relationship, place of residence, handicap or any prohibited ground on the *Ontario Human Rights Code* as amended from time to time, nor by reason of their membership or activity in the Union or any other reason.

- 4.02** The Corporation and the Union jointly affirm that every employee shall be entitled to a respectful workplace. The environment must be free of behaviours such as discrimination, harassment, disruptive workplace conflict and disrespectful behaviour. The principal of fair treatment is a fundamental one and both the Corporation and the Union will not condone any improper behaviour on the part of any person, which would jeopardize an employee's dignity and wellbeing or undermine work relationships and productivity. In addition, the parties agree that a respectful workplace includes a safe and healthy workplace.

ARTICLE 5 - COMPULSORY CHECK-OFF

- 5.01** The DNSSAB agrees that deductions shall be made from the bi-weekly payroll of each employee's regular earnings in the amount certified by the union to be currently in effect according to its bylaws and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.
- 5.02** The Union will save the Corporation harmless in respect of any deductions and remittances made pursuant to Sections 5.01 and 5.02.

5.03 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or designate, the President or Vice-president of the Union and the Recording Secretary of the Union, except as provided for elsewhere in this Agreement.

For the purpose of this agreement, where notice 'in writing' is required by either party, such communication shall include e-mail communication where delivery can be verified, and facsimile transmission.

- 5.04** On commencing probationary employment, the Corporation 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 Corporation.

ARTICLE 6 – COLLECTIVE AGREEMENT NEGOTIATIONS

- 6.01** The Union shall provide the Corporation with the names of its Negotiating Committee, and the Corporation shall provide the Union with the names of the Corporation'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 Corporation. The Corporation shall have the right to have any assistance when dealing or negotiating with the Union. Notice to the other party will be provided within a reasonable time frame, excluding arbitration.
- 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 Corporation 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 committee member. Such employees shall be paid at their regular rate of pay.
- 6.06** The Corporation 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 two (2) employees at one time shall be permitted such leave for any one set of negotiations. It is further understood that the president of the local can attend any of these meetings as an observer and at no cost to the Corporation.

ARTICLE 7 - SENIORITY

- 7.01** Seniority as referred to in this Agreement shall mean length of continuous and unbroken service in the employ of the Corporation and will accumulate retroactively to the date of hire upon the completion of a probationary period of 60 days worked but may be extended to 90 days worked, with written notice to the employee and the Union. It is understood that the days worked will include designated holidays.
- 7.02** The Corporation will maintain a seniority list for all employees that will record employee seniority as their respective date of hire.
- 7.03** In January of each year, the Corporation will prepare a seniority list of all employees and provide copies to employees and the Union. Such list shall include the name, classification, and seniority date of each employee of the bargaining unit at December 31 of the previous year.

When addressing seniority issues, all ties shall be broken by lot in the presence of the bargaining unit president and/or vice-president and the affected members by placing in a hat, the names of all members who are tied. The president of the bargaining unit or designate will draw the names. The first name drawn is to be most senior and so on until the names of the persons tied have been drawn. A

copy of the seniority list shall be provided to the Union in January of each year and copies posted on the board's bulletin boards.

- 7.04** a) Protests with regard to the above-mentioned list shall be submitted in writing to the CAO or designate within twenty (20) working days of the date the list is posted on the corporation's bulletin boards or distributed to employees. When proof of error is presented by the employee or the Union representative, such error shall be corrected and when so corrected, the agreed upon correction date shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes on the seniority standings shall be made.
- b) The Union shall be notified immediately in writing of any protests concerning the posted seniority list.
- c) If an employee is absent from work, such employee may protest their seniority standing within the first thirty (30) calendar days following return to work.
- 7.05** An employee who accepts a permanent position outside the bargaining unit shall retain their seniority acquired to the date of leaving the unit including a probationary period of six (6) months in the position outside the unit, and the employee shall not accumulate any further seniority beyond this six (6) month period. Upon expiration of the six (6) month probationary period, the employee shall lose all bargaining unit seniority rights. The Corporation shall notify the employee and Union in writing a minimum of thirty (30) days prior to the expiration of the six (6) month probationary period to ensure that the employee is fully aware of the provisions of this clause. If an employee chooses to return to the bargaining unit during the aforementioned six (6) month period, the employee shall have the right to revert to their former classification and salary rate, or, pending qualifications, a comparable position at a comparable rate if the former position is no longer available, as shall any other employee who was promoted or transferred by reason of such placement.
- 7.06** An employee who accepts a temporary position or relieves in a position outside the bargaining unit for a twelve (12) month period shall retain their seniority acquired to the date of leaving the unit including the above mentioned twelve (12) month period, and the employee will not accumulate any further seniority beyond this period of twelve (12) months. If the employee returns to the bargaining unit within twelve (12) months of leaving, such employee shall have the right to revert to their former classification and salary rate or a comparable position at a comparable rate if the former position is no longer available, as shall any other employee who was promoted or transferred by reason of such placement. At the expiration of the twelve (12) month period of temporary relief, the employee shall lose all seniority rights. The Corporation shall notify the employee and the union in writing a minimum of thirty (30) days before the expiration of the twelve (12) month period to ensure that the employee is fully aware of the provisions of this clause. In instances involving Long Term Disability, pregnancy or parental leave,

the Union agrees to enter into an agreement to extend the period to a length applicable to the situation.

- 7.07**
- a) No employee shall be transferred outside the bargaining unit without their consent.
 - b) Where the temporary position is outside the bargaining unit, the employee shall be deemed to be covered by the Collective Agreement during the period of temporary transfer. The Corporation shall continue to deduct union dues from the employee to the earlier of the employee's return to their bargaining unit position or expiration of the twelve (12) month period. In instances involving Long Term Disability, pregnancy or parental leave, the Union agrees to enter into an agreement to extend the period to a length applicable to the situation.
 - c) The Corporation shall notify the Union in writing within seven (7) working days of all appointments made with respect to clauses 7.05 and 7.06 to this Article.

7.08 Except as expressly provided for in this agreement, an employee absent from work due to illness, disability, accident, lay-off or leave of absence approved by the Corporation shall not lose seniority rights. An employee shall only lose seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) The employee resigns, in writing.
- c) The employee is on permanent lay-off and fails to return to work within ten (10) working days after notification by registered mail. It shall be the employee's responsibility to keep the Corporation informed of their current address.
- d) The Employee is laid-off for a continuous period exceeding twenty-four (24) months calculated from the last day at work.
- e) The Employee fails to return to work on the first regular workday following expiration of a leave of absence without providing a valid reason for failure to do so.
- f) The Employee is absent from work for more than three (3) consecutive workdays without notifying their Supervisor/Manager or fails to provide a valid reason for failure to do so.
- g) Is absent due to non-compensable illness or injury for a period up to 24 (twenty-four) months.

ARTICLE 8 - LAY-OFF, DISPLACEMENT AND RECALL

8.01 A lay-off shall be defined as a reduction in permanent positions or a reduction in the regular hours of work of permanent employees as defined by this Agreement. (Note: A permanent employee who is displaced by an employee returning from a leave, or an employee exercising displacement rights as outlined in this Agreement will not be considered to be laid off).

8.02 a) Both parties recognize that job security for employees shall be increased in proportion to length of service. Therefore, in the event of a lay-off, at a designated location, or throughout the organization, employees shall be laid off by classification in the reverse order of their seniority. For the purpose of this clause designated location shall mean:

1. North Bay
2. West Nipissing (Verner, Sturgeon Falls, Field)
3. Mattawa

b) An employee designated to be laid off as per Article 8.01 will be eligible to:

1. A permanent employee displaced from their position may displace a junior person occupying a permanent full-time position for which they are qualified, or;
2. Revert to the recall list, or;
3. Apply to a posted position, or;
4. Displace a temporary employee in a position which they are qualified for. An employee who displaces in a temporary position will continue to retain recall rights to a permanent position equal to the position they were so displaced.

c) An employee designated to be laid off or who is displaced, must declare, in writing to their immediate supervisor, their intention to displace, indicating the person and position to which they are displacing, within five (5) working days from notification or lay-off or displacement. Subsequent employees affected by the displacement must also declare in writing to their immediate supervisor, their intentions within five (5) working days of notification of being displaced.

Note: In the event that an employee is to exercise displacement rights for any reason, the process/procedure described in this Article will be followed unless otherwise agreed to by the parties.

8.03 Employees shall be recalled in order of their seniority, provided the employee is eligible for recall is qualified to perform the work available. Qualifications are determined through a current resume and interview if the employee has not held the position within the last 2 years.

8.04 No new employees shall be hired until those laid off have been given an opportunity of recall provided the employee eligible for recall is qualified and competent to perform the work available.

8.05 Lay-off Notice

The provisions of Article 8.05 apply to permanent employees hired prior to January 1, 2004

(i) Notice Period

When a permanent employee is laid off for more than four (4) weeks, the employee shall be provided with notice in accordance with the following schedule:

LENGTH OF SERVICE	NOTICE PERIOD
0-5 years	5 weeks
6-10 years	10 weeks
11-15 years	15 weeks
16-20 years	20 weeks
21+	26 weeks

A copy of such notice shall be forwarded to the Vice-President of CUPE Local 4720-02.

(ii) Separation Allowance

A permanent employee (who has completed their 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 salary 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.

An employee accepting a separation allowance forfeits any right to recall.

8.06 The provisions of Article 8.06 apply to permanent employees hired after January 1, 2004.

Unless applicable legislation is more favourable to an employee, the Corporation shall provide an employee with at least twenty (20) working days notice prior to the effective date of lay-off. If the employee has not had the opportunity to work this period of lay-off, such employee shall be paid for that part of the notice period during which work was not made available. It is understood that notice of lay-off to an employee constitutes notice to all other employees impacted by the displacement procedure.

8.07 Grievances concerning lay-offs or recalls shall be initiated at Step 2 of the grievance procedure.

ARTICLE 9 – JOB POSTING

9.01 For purposes of this Article, vacancies shall mean those vacancies in permanent or temporary positions anticipated to extend beyond sixty (60) working days.

- a) The secretary of the Union shall be provided with a copy of all job postings by way of regular or electronic mail.
- b) For the purpose of Article 9, temporary positions shall be a position established or a vacancy in a permanent position for a period of twelve (12) months or less. This period may be extended beyond twelve (12) months on mutual agreement between the parties. Agreement to an extension of this period will not be unreasonably withheld.
- c) An employee who is laid off shall be provided by regular or electronic mail at the employee's last known address with copies of job postings for a period of twenty-four (24) months from the last day at work.
- d) Lateral Transfers within the Corporation
 - i) When a permanent vacancy occurs in the bargaining unit, and a permanent employee in the same position as the vacancy wishes to transfer laterally to that vacancy, the employee shall request the transfer, in writing, quoting the job posting number prior to the closing date of the posting.
 - ii) A permanent employee submitting such request shall be assigned to the vacancy based on seniority. Such a transfer can only be made on one occasion within a twelve (12) months period. The transferred employee can apply to other vacancies within the twelve (12) months period and be considered subject to the relevant provisions in Article 9 "Job Posting".
 - iii) 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 In all cases of promotions, demotions, transfers and recalls, seniority shall be the governing factor provided the senior employee is qualified and competent to do the work. Seniority shall operate on a bargaining-unit-wide basis.

9.03 Posting of New Positions and Permanent Vacancies

- a) When a vacancy occurs, or a new position is created within the bargaining unit which the Corporation intends to fill, within seven (7) days of the

vacancy, the Employer shall distribute the posting to all employees and post a notice on the shared drive with a copy to the Union. The position shall be posted for a period of (7) working days so that the interested employees can apply. An electronic copy of the posting will be given to all employees by electronic access or regular mail. The name of the successful applicant shall be posted electronically and, on the shared drive within (10) working days from the date in which the posting closes.

b) Successful Applicant

The successful applicant for a permanent vacancy will fill the vacancy within forty-five (45) working days of the appointment. Should the appointee not fill the position within forty-five (45) working days the employee will commence to be paid the applicable rate of the new position.

- c) In the event that an employee elects to revert to their previous position during the trial period, as per Article 9.10, such employee will be ineligible to bid on further job postings for a period of thirty (30) working days.

9.04 Temporary Positions or Temporary Vacancies

- a) Temporary positions or temporary vacancies, which the Corporation intends to fill shall be distributed to employees and remain open for application for a period of seven (7) working days excluding statutory holidays.

- b) Employees successful on bidding to a temporary position or temporary vacancy cannot apply for another temporary position or temporary vacancy until their current temporary position or temporary vacancy is within thirty (30) working days of completion. A permanent employee who is successful on bidding from a permanent position to a temporary position on the expiration of the temporary position, the employee will revert to their previously held permanent assignment.

- c) In the event that an employee elects to revert to their previous position during the trial period as per Article 9.10 and 9.11, such employee will be ineligible to bid on further job postings for a period of thirty (30) working days.

- c) In the event that a temporary vacancy or temporary position is filled for a period of eighteen (18) consecutive months, or longer if extended under mutual agreement, the position will either be posted as permanent or discontinued. Should the permanent employee originally assigned to the position return, such employee will return to the position and the other employee will be eligible to exercise their seniority as per Article 8 except that such employee will be unable to exercise seniority over the returning employee.

9.05 The posting shall include:

- a) The position title (classification);
- b) A summary of the major responsibilities of the position;
- c) The education, knowledge and qualifications required (such qualifications and requirements shall be those necessary to perform the job function and shall not be established in an arbitrary manner);
- d) The salary range for the position;
- e) The anticipated duration in the event of a temporary position or temporary vacancy;
- f) The location of the position.

9.06 An employee applying for a job posting as outlined in Article 9 shall make application in writing within the seven (7) working day period set out in clause 9.03.

9.07 No application from outside the bargaining unit for a job posting as outlined in clause 9.03 shall be considered until the applications of bargaining unit employees have been considered.

9.08 a) Within seven (7) working days of the date of filling a position the Union will be notified by regular or electronic mail.

b) Any employee who applied for a posted vacancy and is unsuccessful shall be given the reasons verbally upon request of the employee.

9.09 The Corporation shall not be prevented from temporarily filling any position during the initial and subsequent posting periods.

9.10 An employee accepted for a posted position shall be placed in the position for a trial period of up to four (4) months, during which the employee shall be provided with a reasonable opportunity to become familiar with the job and demonstrate competency. If the employee performance is judged unsatisfactory during the trial period or if the employee is unwilling to continue in the position, the employee shall be reverted to their former classification and rate, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placement. The four (4) month trial period may be extended by agreement of the parties.

9.11 An employee reserves the right to revert to their previous job classification, department, and wage rate within the four (4) month trial period.

- 9.12** In the event an employee returns to their former position as set out in clause 9.10 or 9.11 above or is successful for a position posted under clause 9.01 during their trial period (4 months), the Corporation may fill the position by selecting from among other qualified applicants for the position.
- 9.13** If no suitable candidate applies, the job may be filled by the Corporation from among existing employees or by new hires.

ARTICLE 10 - JOB SHARING

- 10.01** The parties agree that job sharing can occur where there is written agreement between the employees who wish to job share, the Corporation and the Union.
- 10.02** It is agreed that job sharing results from two employees or one employee and one prospective candidate sharing a full-time position and as such the position shall continue to be identified as a full-time position.
- 10.03** Employees do not need to have the same classification level in order to job share. However, in cases where the employees do not share the same classification level, it will be the position and classification level of the employee proposing the job sharing that will apply. Any employee interested in the second half of the job-sharing arrangement must meet the required qualifications of the job, pursuant to Article 9.03 - Job Posting. If no employee is interested in or qualified for the second half of the job-sharing arrangement, it will be subject to the normal job posting procedure as a job-sharing opportunity.
- 10.04** Job sharing will be on the basis of equal sharing of the number of hours of work in a pay period for the position.
- 10.05** Employees in a job-sharing arrangement shall maintain their full rights under the collective agreement except that entitlement to salary shall be pro-rated and benefits shall be as applicable to permanent part-time employees.
- 10.06** In the event that one employee in the job-sharing arrangement leaves that arrangement on a permanent basis for reasons other than normal retirement, the remaining employee would first be offered the opportunity to assume the position on a full-time basis. If the remaining employee declines the full-time opportunity, the vacant portion of the job-sharing arrangement shall be posted as a job-sharing vacancy subject to the provisions of the collective agreement.
- 10.07** However, if both employees in the job-sharing arrangement leave that arrangement concurrently or if one of the employees terminates due to normal retirement, the position will be posted as a full-time one, unless the Corporation determines that the position is no longer required. In the case of normal retirement, if the remaining employee is unsuccessful in being awarded the full-time position, they will be subject to the provisions of Article 8 – Layoff, Displacement and Recall.

ARTICLE 11 - GRIEVANCE PROCEDURE

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

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

11.03 Step 1: The employee concerned, together with a steward shall take up any grievance with their immediate supervisor or manager within ten (10) working days of the event upon which the grievance is based. The supervisor/manager will give their decision within ten (10) working days.

Step 2: If not settled at Step 1, the grievance may, within ten (10) working days be submitted by the Grievance committee together with the employee concerned to the CAO or designate who shall reply within ten (10) working days. Failing settlement within twenty-five (25) working days, the matter may then be referred to arbitration as hereinafter provided.

Step 3: If not settled at Step 2, the parties may, upon mutual agreement agree to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, 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. If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within twenty-five (25) days in accordance with Article 11.03

- 11.04** (i) The decision given in Step 1 or Step 2, as the case may be, shall be final and binding upon the Corporation 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 Corporation within the time prescribed, it may be processed by the Union to the next step.

- 11.05** The Union in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided for in the previous steps.
- 11.06** In determining the time within which any step is to be taken under the foregoing provisions of this Article, Saturdays, Sundays and paid holidays shall be excluded. Any and all time limits fixed by this Article may at any time be extended by agreement in writing between the Union and the Corporation.
- 11.07** 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 Step 2 of the grievance procedure as set out in this Article.
- 11.08** Where an allegation is made that an employee's position is improperly classified, it shall first be discussed as a complaint with the employee's supervisor. Any complaints not satisfactorily settled by the supervisor within ten (10) working days may be processed as a grievance commencing at Step 2 in accordance with Article 11.03.
- 11.09** Any difference arising directly between the Union and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement may be submitted by either party to the other at Step 2.
- 11.10** All grievance submissions and replies to grievances shall be in writing at all steps.
- 11.11** An allegation by the Union that the Corporation 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 CAO or designate to that effect. Such grievances must be filed in writing by the Union within thirty (30) calendar days of the occurrence giving rise to the grievance and shall stipulate the sections of the Collective Agreement being relied on and redress sought. The CAO 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 CAO 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 2 of the grievance procedure.
- 11.12** It is the intention of the Corporation and the Union, that the procedure provided by Article 11.11 shall be reserved for grievances in respect of which the regular grievance procedure as set out under Articles 11.02 and 11.03 is not available, and that it will not be used to by-pass the regular grievance procedure.

11.13 Policy Grievance

A policy grievance is defined as any difference arising directly between the Union and the Corporation concerning the interpretation or violation of the terms or provisions of this Agreement. Such grievances will be submitted by either party to the other at Step 2.

ARTICLE 12 - ARBITRATION

- 12.01** When either party requests that a grievance be submitted to arbitration, the request shall be made within ten (10) working days following the CAO or designates reply at Stage 2 by registered mail or e-mail addressed to the other party of the Agreement, proposing three (3) possible Arbitrators. Within fifteen (15) working days thereafter, the other party shall respond by registered mail or e-mail indicating acceptance of a proposed Arbitrator or suggesting alternate Arbitrators.
- 12.02** If the parties fail to agree to an Arbitrator within thirty (30) working days of their appointments, the appointment may be made by the Minister of Labour upon the request of either party.
- 12.03** The Arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation and render a decision within forty-five (45) days following completion of the hearing.
- 12.04** The decision of the Arbitrator shall be final and binding and enforceable on all parties, but in no event shall an Arbitrator have the power to change this Agreement, or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a discharge or a discipline grievance by any arrangement it deems just and equitable.
- 12.05** Each party shall pay one-half (1/2) of the fees and expenses of the Arbitrator.
- 12.06** The time limits fixed in the arbitration procedure may be extended by consent of the parties.

ARTICLE 13 - UNION RECOGNITION

- 13.01** In the administration of the Collective Agreement, it is understood that the Corporation will recognize the Local Union representatives.
- 13.02** The Local Union Steward or designate may assist any employee in the grievance procedure as outlined in Article 11.
- 13.03** The Local Union Steward or designate will be involved in the grievance procedure at all Steps including Arbitration.

13.04 Before temporarily leaving employment in order to carry on negotiations with the Corporation or with respect to a grievance, the recognized Union Steward or designate must obtain the permission of the appropriate supervisor or CAO or designate. Where such permission has been granted by the appropriate supervisor or, CAO or designate, the Union Steward shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably withheld.

13.05 The Union agrees to provide the Corporation with a list of authorized Union Stewards in January of each year and inform the Corporation of any changes thereto as soon as possible.

13.06 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the CAO or designate and the President of the Local Union or their designate.

The Union executive members will ask permission to fax material pertaining to members. (i.e., meeting notices, minutes)

13.07 The Union shall provide the Corporation with a list of its Executive Officers who will be acting on behalf of the Union in matters pertaining to this Agreement.

ARTICLE 14 - SUSPENSION OR DISMISSAL

14.01 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 Corporation 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.

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

14.03 Should it be found upon investigation that an employee has been unjustly discharged, suspended, or disciplined, such employee shall be immediately reinstated in their former position, without loss of seniority rating. The employee shall also be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge, suspension, or discipline, or by any other arrangement as to compensation that is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

ARTICLE 15 - HOURS OF WORK

15.01 a) The normal work week of all full-time employees of the Corporation shall normally be Monday to Friday.

The normal daily hours of work shall consist of:

- 1) for maintenance employees eight (8) hours per day; including Tenant Remediation Specialist.
- 2) for administrative employees seven (7) hours per day.

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

- b) The Corporation may allow pre-authorized staggered working hours (starting no earlier than 7:00 a.m. and finishing no later than 5:00 p.m.) to accommodate an employee's personal needs, subject to operational requirements. Such request shall not be unreasonably denied.
- d) The Corporation may allow pre-authorized staggered working hours (for part-time building custodian) starting no earlier than 6:00 a.m. and finishing no later than 4:00 p.m. to accommodate an employee's personal needs, or to accommodate operational requirements. Such request shall not be unreasonably denied.

15.02 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 Corporation without two 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 Corporation provided that the change does not involve any cost to the Corporation and that essential services can be maintained.

15.03 Unless otherwise agreed by the Corporation and the Union, a schedule of hours of work shall be posted for all permanent part-time employees no less than two weeks in advance. If changes in such schedule are required, the Corporation will provide adequate and reasonable notice.

15.04 Employees who report to work and are sent home for any reason shall be guaranteed a payment of three (3) hours pay at their regular rate.

ARTICLE 16 - WAGE RATES

16.01 All employees will be paid on an hourly rate as per salary grid.

Effective January 1, 2024 - 3.5%

Band	Job Title	Salary Steps				
		Step 1	Step 2	Step 3	Step 4	Step 5
1		\$19.72	\$20.32	\$20.94	\$21.58	\$22.24
2		\$20.89	\$21.50	\$22.12	\$22.76	\$23.42
3		\$22.08	\$22.69	\$23.30	\$23.94	\$24.60
4	Building Custodian	\$23.26	\$23.86	\$24.48	\$25.12	\$25.78
5		\$24.44	\$25.04	\$25.67	\$26.30	\$26.97
6	Tenant Administrative Worker	\$25.62	\$26.23	\$26.84	\$27.48	\$28.15
7	Maintenance Clerk Maintenance Person Tenant Remediation Specialist	\$26.80	\$27.41	\$28.03	\$28.67	\$29.32
8	Tenant Support Worker	\$27.98	\$28.59	\$29.21	\$29.84	\$30.51
9		\$29.17	\$29.77	\$30.39	\$31.03	\$31.69
10		\$30.34	\$30.95	\$31.57	\$32.21	\$32.87
11	Tenant Retention Officer Maintenance Officer	\$31.52	\$32.14	\$32.75	\$33.39	\$34.05
12	Electrician Journeyman	\$32.71	\$33.31	\$33.93	\$34.58	\$35.23
13		\$33.89	\$34.49	\$35.12	\$35.75	\$36.41
14	Capital Works Officer Plumber/Gas Technician Journeyman	\$35.08	\$35.68	\$36.29	\$36.93	\$37.60
	Building Attendant	\$18.86				

Effective January 1, 2025 - 3.25%

Band	Job Classification	Salary Steps				
		1	2	3	4	5
1		\$20.36	\$20.98	\$21.62	\$22.28	\$22.96
2		\$21.57	\$22.20	\$22.84	\$23.50	\$24.18
3		\$22.80	\$23.43	\$24.06	\$24.72	\$25.40
4	Building Custodian	\$24.02	\$24.64	\$25.28	\$25.94	\$26.62
5		\$25.23	\$25.85	\$26.50	\$27.15	\$27.85
6	Tenant Administrative Worker	\$26.45	\$27.08	\$27.71	\$28.37	\$29.06
7	Maintenance Clerk Maintenance Person Tenant Remediation Specialist	\$27.67	\$28.30	\$28.94	\$29.60	\$30.27
8	Tenant Support Worker	\$28.89	\$29.52	\$30.16	\$30.81	\$31.50
9		\$30.12	\$30.74	\$31.38	\$32.04	\$32.72
10		\$31.33	\$31.96	\$32.60	\$33.26	\$33.94
11	Tenant Retention Officer Maintenance Officer	\$32.54	\$33.18	\$33.81	\$34.48	\$35.16
12	Electrician Journeyman	\$33.77	\$34.39	\$35.03	\$35.70	\$36.37
13		\$34.99	\$35.61	\$36.26	\$36.91	\$37.59
14	Capital Works Officer Plumber/Gas Technician Journeyman	\$36.22	\$36.84	\$37.47	\$38.13	\$38.82
	Building Attendant	\$19.47				

Effective January 1, 2026 - 3.0%

Band	Job Classification	Salary Steps				
		1	2	3	4	5
1		\$20.97	\$21.61	\$22.27	\$22.95	\$23.65
2		\$22.22	\$22.87	\$23.53	\$24.21	\$24.91
3		\$23.48	\$24.13	\$24.78	\$25.46	\$26.16
4	Building Custodian	\$24.74	\$25.38	\$26.04	\$26.72	\$27.42
5		\$25.99	\$26.63	\$27.30	\$27.96	\$28.69
6	Tenant Administrative Worker	\$27.24	\$27.89	\$28.54	\$29.22	\$29.93
7	Maintenance Clerk Maintenance Person Tenant Remediation Specialist	\$28.50	\$29.15	\$29.81	\$30.49	\$31.18
8	Tenant Support Worker	\$29.76	\$30.41	\$31.06	\$31.73	\$32.45
9		\$31.02	\$31.66	\$32.32	\$33.00	\$33.70
10		\$32.27	\$32.92	\$33.58	\$34.26	\$34.96
11	Tenant Retention Officer Maintenance Officer	\$33.52	\$34.18	\$34.82	\$35.51	\$36.21
12	Electrician Journeyman	\$34.78	\$35.42	\$36.08	\$36.77	\$37.46
13		\$36.04	\$36.68	\$37.35	\$38.02	\$38.72
14	Capital Works Officer Plumber/Gas Technician Journeyman	\$37.31	\$37.95	\$38.59	\$39.27	\$39.98
	Building Attendant	\$20.05				

Classifications to remain in the Collective Agreement

Groundsperson Labourer
Community Relations Worker
Application Clerk
Maintenance Repair Lead Hand

- 16.02** Maintenance on Pay Equity will be done once a year in the month of February.
- 16.03** When an assignment of "Lead-Hand" is required, the senior qualified employee in the location/department shall be assigned.
- 16.04** Full-time employees shall move to the next pay level within their pay grid after 12 months of service from their position anniversary date.
- 16.05** Part-time employees shall move to the next pay level after 12 months of service from their position anniversary date.
- 16.06** Temporary employees shall move to the next pay level if their temporary assignment is extended by mutual agreement in excess of 12 months.
- 16.07** Full-time employees on an unpaid leave of absence, excluding leave under the *Employment Standards Act* and WSIB, that subsequently return to work shall

move to the next pay level when their hours of work since their last increment equal 12 months of service with the Corporation.

16.08 Part-time employees on an unpaid leave of absence, excluding leave under the *Employment Standards Act* and WSIB, that subsequently return to work shall move to the next pay level when their hours of work since their last increment equal 12 months of service with the Corporation.

ARTICLE 17 - OVERTIME PAY

17.01 a) Each permanent employee shall be paid by the Corporation at the rate of time and one-half for all time worked in excess of or outside of their normal daily hours of work.

b) Each permanent employee shall be paid by the Corporation at the rate of time and one-half for all time worked on any day in any calendar week other than a scheduled working day or outside of their normal work week.

17.02 Permanent part-time and Temporary employees shall be paid at the rate of time and one-half for all time worked in excess of the normal daily hours of work (8 hours per day for Maintenance Employees and 7 hours per day for Administrative employees) and in excess of the normal weekly hours of work (40 hours per week for Maintenance employees and 35 hours per week for Administrative employees).

17.03 All overtime, except emergency overtime, shall be authorized in writing in advance. Emergency overtime shall be reported to the appropriate supervisor within one (1) working day for approval.

17.04 The Corporation 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. It is understood that permanent employees shall always be offered overtime prior to temporary employees.

17.05 An employee may opt to accumulate compensating leave with time and one-half (1 ½) in lieu of pay at the overtime rate in accordance with Article 17.01 and 17.02. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.

17.06 Compensating leave accumulated in a calendar year, that is not taken before December 31 of the current 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 December 31 of the current year, upon giving fifteen (15) working days notice in writing, except in cases of emergency.

17.07 An employee scheduled to work overtime on the employee's day off shall receive a minimum of three hours at time and one-half of the employee's basic hourly rate. If the employee does not have access to a company vehicle and has obtained prior authorization from a supervisor or designate to use their personal vehicle, mileage shall be paid if the assigned workplace is outside of the employee's home base of work.

17.08 Rounding of Overtime Hours

Payment for authorized work performed in excess of the normal daily hours of work or on scheduled rest days will be rounded to the nearest one quarter (1/4) hour.

ARTICLE 18 - CALL-OUT AND REPORTING ALLOWANCE

18.01 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 the employee's basic hourly rate. Mileage shall be paid if the assigned workplace is outside of the employee's home base of work and outside the town the employee lives in. If an employee is called out more than once within the three (3) hour period of the initial call out, to the same location, the employee will not receive an additional three-hour payment; however, mileage will be paid and all subsequent hours beyond the initial three (3) hours will be paid at time and a half (1 ½).

18.02 An employee may opt to accumulate compensating leave at time and one-half (1 ½) in lieu of pay at the overtime rate in accordance with Article 18.01. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.

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

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

ARTICLE 19 - VACATIONS

19.01 a) For the purpose of calculating vacation credits, service year will be computed from the Employee's anniversary date.

b) i) Vacation entitlement will be based on continuous service.

- ii) Permanent part-time employees shall earn vacation credits based on the ratio of the hours scheduled to work per week compared to full time employment and expressed in hours or part thereof. It will be used based on the number of hours the employee is scheduled to work weekly during the period of vacation.

19.02 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 seven (7) years continuous service;
 - (b) one and two-thirds ($1\frac{2}{3}$) days per month after seven (7) years continuous service;
 - (c) two and one twelfth ($2\frac{1}{12}$) days per month after fifteen (15) years of continuous service;
 - (d) two and one-half ($2\frac{1}{2}$) days per month after twenty-four (24) years of continuous service.
 - (e) an employee shall be allowed two and one-half ($2\frac{1}{2}$) days per month plus one (1) day of paid vacation in the calendar year which their thirtieth (30th) anniversary falls and each year thereafter.
- (ii) Vacation credits under Article 19.02(i) accrue in respect of a month or part thereof in which an employee is at work or on leave with pay.
- (iii) Vacation shall be credited on January 1st each year based on continuous service to December 31st of the calendar year. In the event an employee leaves their employment prior to having replenished any vacation credits used in advance of their being earned, a payroll adjustment will be made in an amount equivalent to the debit in the employee's vacation account.

19.03 An employee shall be allowed to carry over a maximum of one (1.5) year's accrual to the next vacation year.

- 19.04**
- (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 19.04(i), an employee may, with the approval of the CAO or designate, take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.

19.05 Approval for vacation requests as outlined below will be subject to operational requirements:

Employees must submit written requests for vacation each year as follows:

<u>Submitted</u>	<u>Time Period</u>	<u>Corp. Posts Schedule</u>
April 1	May 1– April 30 (1 year)	April 30

All vacation requests submitted in writing to the supervisor by the submission dates above, shall be scheduled according to seniority. Vacation requests submitted outside of the dates set above shall be scheduled on a first-come, first-serve basis and, shall require no less than two weeks notice in writing except in cases of emergency as defined by the *Employment Standards Act*. Approval for vacation requests shall not be unreasonably withheld. Approved vacation shall not be changed without the consent of the affected employee.

19.06 An employee shall be paid for any earned and unused vacation standing to the employee's credit at the date the employee status ceases, or at the date the employee qualifies for payments under the Long-Term Disability Plan.

19.07 An employee is not eligible for the entitlement under clauses 19.01 and 19.02 in respect of:

a) a whole calendar month in which they are absent from duty for any reason other than vacation or leave of absence with pay,

OR

b) a period in excess of six (6) months during which a Workers' Compensation Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.

19.08 If an employee is hospitalized or incapacitated or is an in-patient while on vacation, the days spent in hospital and any subsequent days spent recovering to a maximum of ten (10) days, on the written advice of a medical doctor, shall be considered sick leave to the extent of the employee's sick leave accumulation and those vacation days shall be rescheduled at another time.

ARTICLE 20 - DESIGNATED HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Civic Holiday
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	Remembrance Day
National Day of Truth and Reconciliation	

On occasions when Remembrance Day or National Day of Truth and Reconciliation falls on a Saturday or Sunday, an employee whose regular days of work are Monday to Friday shall be granted one (1) additional day of vacation in lieu of the holiday. Vacation in lieu *shall be* scheduled in accordance with Article 19.05.

When any of the above noted paid holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following shall apply:

<u>Paid Holiday</u>	<u>Falling On</u>	<u>Day Off with Pay in Lieu</u>
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Monday following
Boxing Day	Saturday or Sunday	Monday or Tuesday following

20.02 Each full-time employee:

- (i) who is not required to work on a holiday as defined in Article 20.01 shall be paid at the employee's regular rate for each such holiday not so worked. In order to qualify for this benefit the employee must have worked the employee's last scheduled shift preceding and the employee's first scheduled shift following such holiday unless absence on either or both of these days is on account of:
 - a) illness or injury. Where the employee is absent on account of illness or injury on the last scheduled shift preceding the holidays, the shift following the holiday, or both shifts, such absence(s) must be substantiated by a doctor's certificate, or
 - b) with the prior permission of the Corporation. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- (ii) of certified absence with pay through illness or injury, or with the prior permission of the Corporation. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday;
- (iii) who is required to work on any of the above-mentioned holidays listed in Article 20.01 will receive holiday pay at straight time plus time and one-half 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.

20.03 A permanent part-time employee shall be entitled to a paid holiday each year on each of the days indicated in Article 20.01 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' workweek will not be rescheduled in order to deprive the employee of the payment provided for in this clause.

20.04 When a holiday as defined in Article 20.01 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 21 - SICK LEAVE

21.01 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 21.01(4).

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

1. Sick leave credits shall accumulate at the rate of 1-1/2 days for each calendar month of permanent full-time employment. Employees, who commence employment during the first 15 days of a month, will be granted credits for that month. Employees, who commence employment on or after the 16th of a month will not receive such credits.
2. 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:
 - i) vacation leave
 - ii) leave of absence with pay, or
 - iii) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.
3.
 - i) 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 Corporation. The DNSSAB's functional abilities form (over 5-day medical absence form) must be completed in full. Completed medical certificates must be submitted to the employee's supervisor upon return to work or in accordance with Article 21.01(4)(i) whichever is applicable.

- (ii) In all cases of sickness, the employee's supervisor or designate shall be notified prior to the commencement of their regular duties on the first day of absence, unless not reasonably possible. 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 legally qualified physician, giving the probable date on which, the employee will be able to return to normal duties.
- 4.
 - i) Notwithstanding Article 21.01(3) 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.
 - ii) if the Corporation so requires, the employee will supply a medical certificate on the basis of Article 21.01(4)(i) for every twenty (20) consecutive working days thereafter until the employee returns to work or until an LTD application is approved, whichever is the latter. The Corporation shall reimburse the employee for the cost of the medical certificate required under 21.01(4), upon presentation of the official receipt.
- 5. Effective December 31, 2014, accumulated sick leave banks will be frozen for all employees at the wage rate in effect on December 31st, 2014, and paid out in accordance with the provisions of Articles 21.01 – 9, 10, 11, and 12 and Article 21.02 – d) e) f) and g) of this Agreement.
- 6. Any employee hired after December 31, 2014, shall not be eligible for sick leave credit payout in accordance with the provisions of Articles 21.01 – 9, 10, 11, and 12 and Article 21.02 – d) e) f) and g) of this Agreement.
- 7. Effective January 1st, 2015, all accumulated sick leave credits will be non-vested and there shall be no entitlement to a payout of accumulated sick leave credits accrued from January 1, 2015.
- 8. Sick leave credits frozen in accordance with 21.01 (5) can be used to top-up sick leave credits earned from January 1st, 2015, in the event of extended illness or injury, where the employee has exhausted their available sick leave credits.
- 9. There shall be paid to the representative of every employee who dies while in the service of the Corporation or to an employee who retires in accordance with the terms of the Pension Plan or who retires early and receives an immediate unreduced pension, an amount equal to the employee's accumulated sick leave credits up to a maximum of 180 days.

10. Upon layoff under Article 8 any employee with five (5) or more years of continuous service shall be paid an amount equal to one half (½) of the employee's accumulated sick leave credits up to a maximum of one hundred and thirty (130) days.
11. No payment of accumulated sick leave credits shall be made upon termination of employment except as covered under sub-clauses (9) (10) and (11) of this section.
12. Employees may, with the approval of the Corporation, be allowed to use up to eight (8) days per year of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care or in cases of immediate family illness as defined in Article 23.02. Such permission shall not be unreasonably withheld. Request shall be made in writing stating that leave is requested under Article 21.01(13) and employees shall provide the Corporation with a minimum 3 days' notice, except in an emergency. Leave shall be granted for periods of no less than one (1) hour.

21.02 a) A permanent part-time employee, who is scheduled to work on a regular on-going basis for a minimum of one-third of the normal working hours as specified in Article 15.01(1) and (2), shall be entitled to the following sick leave credits:

Administrative Employees:

12 hours to less than 20 hours	3.50 hours per month
20 hours to less than 28 hours	5.25 hours per month
28 hours to less than 35 hours	7.00 hours per month

Maintenance Employees:

14 hours to less than 23 hours	4.00 hours per month
23 hours to less than 32 hours	6.00 hours per month
32 hours to less than 40 hours	8.00 hours per month

- b) Sick leave credits will be expressed in hours or part thereof. Absence from work on account of sick leave shall be deducted in increments of quarter hours based on the number of hours the employee was scheduled to work on the day of the absence.
- c) For the purposes of this Article, Articles 21.01 (3), (4), (5), (6), (7), (8) and (13) shall also apply.
- d) There shall be paid to the representative of every employee who dies while in the service of the Corporation or to an employee who retires in accordance with the terms of the Pension Plan or who retires early and

receives an immediate unreduced pension, an amount equal to the employee's sick leave credits up to a maximum of:

- i) 1120 hours in the case of administrative employees, and
 - ii) 1280 hours in the case of maintenance employees.
- e) Upon layoff under Article 8 of any employee with five (5) or more years of service for any reason other than discharge for cause, there shall be paid to the employee an amount equal to one half of the employee's accumulated sick leave credits up to a maximum of:
- 1120 hours in the case of administrative employees, and
1280 hours in the case of maintenance employees.
- f) No payment of accumulated sick leave credits shall be made upon termination of employment except as covered under sub-clauses (d) and (e) of this Article.

21.03 Sick Leave Records

The Corporation shall advise each employee who does not already have electronic access, in writing twice per year, of the amount of sick leave, vacation, lieu time, and any other credits owing accrued to the employee's credit.

21.04 Where, for reasons of health, an employee is frequently absent or unable to perform the assigned duties, the Corporation may require the employee to submit to a medical examination at the expense of the Corporation.

ARTICLE 22 - WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

22.01 Where an employee is absent as a result of an injury allegedly sustained at work, the Corporation shall continue to pay the employee for a period not exceeding six (6) weeks. During this period the employee shall receive the appropriate net pay as calculated in accordance with the WSIB Net Average Earnings Table.

- 22.02** a) If the employee is still absent at the end of the six (6) weeks and the Workplace Safety Insurance Board has not rendered its decision on the claim, sick leave credits equivalent to the net pay received in accordance with Article 22.01 will be used from the first day of absence.
- b) Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision.
- c) If the Board subsequently approves the claim, the employee shall be paid in accordance with Article 22.03 and any sick leave credits used in accordance with Article 22.02(a) shall be credited back to the employee.

- d) If the Board subsequently declines the claim, the Corporation shall recover immediately any overpayment that may have occurred.
 - e) If sick days are to be used, employees with no sick days do not receive payment.
- 22.03** a) An employee, who is absent by reason of an injury or industrial disease for which an award is made under the Workplace Safety Insurance Board, shall be entitled to receive the difference between the appropriate net pay calculated in accordance with the WSIB Net Average Earnings table and the amount of the award.
- b) The difference indicated in Article 22.03(a) shall be paid for a period not exceeding six (6) consecutive weeks or a total of thirty (30) working days where such absences are intermittent, from the first day of the absence without charge to the employee's accumulated credits. After the expiry of this period, the difference shall be paid to the extent of the employee's accumulated sick leave credits in the ratio that the amount compares to gross pay.
- 22.04** If the Corporation so requires, the employee will supply a medical certificate from a legally qualified medical physician for every twenty (20) consecutive working days of absence following the accident or illness and thereafter, until the employee returns to work or until an LTD application is approved, whichever is the later. The Corporation shall reimburse the employee for the cost of the medical certificate required under this article, upon presentation of the official receipt.
- 22.05** In all cases of work-related injury, the Corporation shall forward a copy of the WSIB Form 7 to the Union Secretary, subsequent to the reporting of any on-the-job injury.

ARTICLE 23 - LEAVE-OF-ABSENCE

23.01 General Leave

An employee may request a leave of absence without pay for a period of up to twelve (12) months. The employee shall not be permitted to accept other employment during the period of leave, with the exception of employment required to complete an approved educational program.

23.02 Bereavement Leave

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

- a) Five (5) working days leave-of-absence with pay in the event of the death of the employee's immediate family as follows: parent, spouse, child, step-child, sibling, parent-in-law, sibling-in-law and grandchild.

Three (3) working days leave-of-absence with pay in the event of the death of the employee's: parent's sibling, child-in-law, grandparents, legal guardian, and legal ward.
- b) One (1) working day leave-of-absence with pay to attend the funeral of spouse of a parent sibling.
- c) Two (2) working days' leave-of-absence to attend the funerals of relatives listed under 23.02 (a) if the location of the funeral is greater than 800 kilometres (one way) from the employee's residence. The Employer agrees to pay one (1) of these days.
- d) For the purpose of Bereavement Leave, the relationships specified in Article 23.02 (a) & (b) are deemed to include a common-law spouse and a partner of the same sex.

23.03 Jury and Witness Duty

- a) Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:
 - (i) shall be granted leave-of-absence for such purposes provided that upon completion of the service such employee shall present to the Corporation a satisfactory certificate showing the period of such service; and
 - (ii) shall be paid full salary or wages for the period of such service provided the employee shall pay the Corporation the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.
- b) The provisions of Article 23.02(a), (i) and (ii) shall apply to a maximum of six employees on any one day, when such employees are subpoenaed as witnesses before the Ontario Labour Relations Board.

23.04 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 Service Act, R.S.O. 1990*, as amended from time to time.

23.05 Pregnancy Leave

Pregnancy and parental leaves shall be granted in accordance with the provisions of the *Employment Standards Act* of Ontario unless otherwise amended.

- a)
 - i) An employee who is pregnant shall be entitled to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act* and may begin no earlier than seventeen (17) weeks before the expected birth date.
 - (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
 - (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may shorten the duration of the pregnancy leave upon giving the Employer four (4) weeks written notice of her intention to do so.

- b) An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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

- c) An employee who does not apply for leave of absence under 23.05 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 23.05 a) i) upon providing the Employer, before the expiry of two (2) weeks after she

ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

- d) An employee who intends to resume her employment on the expiration of the pregnancy leave granted to her under this article will endeavour to advise the Employer in writing at least two (2) weeks before her intended date of return. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 23.05 d).
- f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

23.06 Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (iii) Parental leave must begin seventy-eight (78) weeks from the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care, and control of the parent. For employees on pregnancy leave, parental leave may begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer two (2) weeks written notice of the date the leave is to begin. Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- (v) For the purposes of Parental Leave, the provisions under 23.06 a), d), e), f), g) and h) shall also apply.

23.07 Special or Compassionate Leave

Leave-of-absence without pay and without loss of seniority may be granted to an employee for special or compassionate reasons or for educational purposes if the request meets the operational requirements of the Corporation for a period of up to one (1) continuous year with the approval of the CAO or designate. 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. The Corporation will entertain a written request for a leave of absence.

Requests related to special or compassionate leave will be administered in accordance with the *Employment Standards Act*, the *Employment Insurance Act* or any other applicable legislation.

23.08 Citizenship Leave

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

23.09 Self-Funded Leave Plan

An employee may apply to participate in the Self-Funded Leave Plan as permitted under the *Income Tax Act (Canada)* in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years. The funds being deferred will be held in a

trust account with the financial institution the Corporation selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.

During the leave, the employee's insured benefits will be continued where the employee continues to pay for their portion.

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

23.10 Mental Health Days

All permanent full time and permanent part time employees who have completed their probationary period shall be granted three (3) mental health days per calendar year. Such days cannot be carried over to the following calendar year and have no payout value. Mental health days cannot be taken consecutively and must be taken in full day blocks. One day advance notice must be provided unless unable to do so.

New eligible employees hired during the year will have their mental health days pro-rated based on the date of hire.

ARTICLE 24 - PAYMENT OF WAGES

24.01 a) The Corporation shall pay wages bi-weekly in accordance with Salary Grid attached hereto. For each payday, employees shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

b) All employees covered by this Agreement will be paid by direct deposit every second Thursday.

c) Employees that are regularly required to submit timesheets for payroll purposes must submit timesheets in accordance with the Corporation's payroll processing deadlines. Timesheets submitted after the payroll deadline will be processed on the next payroll.

d) Overpayment/Underpayment

Errors in creating an overpayment shall be recoverable back to the beginning of the fiscal year in which the error was discovered. The employee and the manager shall meet to discuss and create an affordable repayment plan. In no case shall an employee have monies deducted by

the Employer in conjunction with this Article without first advising the employee.

When an error is made in the amount of pay appearing on the employee's paycheque or stub, the employee will notify the Employer. Confirmed errors in pay made by the Employer and creating an underpayment of greater than \$100.00 before deductions shall be paid within one calendar week. Errors made by the employee will be corrected on the next pay.

- e) Custodians that have obtained their level 1 and are assigned to complete the water testing on the wells will receive an allowance of \$1.00 per hour.

24.02 Pay During Temporary Assignments

- a) When an employee is required to perform the duties of any higher position for a period in excess of one and one-half (1 1/2) hours in one (1) day, the corresponding rate of pay for such higher position shall be paid for the whole period during which time duties at the higher level are performed.
- b) When an employee is temporarily assigned responsibilities of a lower position in the bargaining unit, such employee shall be paid their regular rate of pay for that time.

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

24.04 Higher Classification

Employees promoted to a higher classification shall be placed on the first step/level of the higher grid which provides an increase.

Lateral Classification

An employee who is the successful applicant for a position within the same wage rate shall maintain their existing salary rate for the position being vacated.

Lower Classification

An employee who is the successful applicant for a lower paying position shall be placed on a step/level in the grid equivalent to the step held in the higher paying position.

NOTE: When higher, lateral, and lower moves are made, it is understood that the length of service in all assignments shall be recognized for a period of twenty-four (24) months from last date in the assignment.

ARTICLE 25 - SHIFT BONUS

25.01 An employee shall receive a shift premium of seventy-five (75) cents per hour for all hours worked between five (5) p.m. and seven (7) a.m. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked. If the employee requests alternate hours of work, this premium will not apply.

ARTICLE 26 - CHANGES IN REGULATIONS

26.01 The Corporation agrees to provide to the Union a copy of new or amended policies related to any matter covered by this Agreement.

ARTICLE 27 - EMPLOYEE BENEFITS

27.01 Premiums

- a) The premiums for Optional Life and Dependant Life are employee paid and are based on the plan chosen. This applies to both permanent full time and permanent part time employees. All other benefit premiums are paid at 100% for permanent full-time employees.
- b) All permanent part time employees shall receive an allowance equivalent to eight percent (8%) of the employee’s regular wage rates in lieu of participation in the employee group benefit plans set out in Article 27.
- c) Vision care premiums are paid from the refund due to employees under the Employment Insurance Plan.

Life & Disability

		Premium Splits
GROUP	Blue Cross	Permanent Part-Time
Basic Life		Corporation pays 100%
Formula	1 x annual salary	
Maximum	\$400,000	
Termination	Earlier of the termination of employment / retirement or age 70	
Optional Life		Employee pays 100%
	units of \$10,000 to a maximum of \$250,000 terminating at age 65	
AD&D		Corporation pays 100%
	Sliding Scale 200% to 25% of Basic Life Benefit	
Dependant Life	\$2,000 / \$1,000	Employee pays 100%
Long Term Disability		Corporation pays 75%
Formula	66.67% of monthly salary	Employee pays 25%

maximum	\$6,000
elimination	120 days
Taxability	taxable
termination	65

Hospital & Paramedical Coverage

GROUP	Manulife	
Extended Health Care		Corporation pays prorated premium.
Deductible	Nil	
Co-payment amount	Nil	Balance of premium paid by employee through payroll deduction.
Overall Lifetime Maximum	Unlimited	
Hospital Services		
	Ward	
Private Duty Nursing		
Eligible Expenses	Up to a maximum of \$10,000 / calendar year	
Paramedical Services		
Physiotherapy Treatments	\$500 / calendar year	
Mental Health Practitioners include: Clinical Counsellors, Marriage and Family Therapists, Psychoanalysts, Psychologists, Psychotherapists and Social Workers only	\$500 / calendar year	
Masseur	Maximum of \$550 / calendar year, when authorized by a physician.	
Speech Pathologist	\$500 / calendar year	
Osteopath & Podiatrist	Maximum of \$500 each / calendar year payable after OHIP exhausted	
Chiropractor	Maximum of \$500 / calendar year	
Chiropodist	\$500 / calendar year	
Naturopath	\$500 / calendar year	
Nutritional Counselling	\$500 / calendar year when authorized by a physician	

Drugs, Vision & Travel

GROUP	Manulife	
Extended Health Care		Corporation pays prorated premium.
Hearing Aids		

Benefit amount:	\$500 per 60 consecutive months	Balance of premium paid by employee through payroll deduction. *this amount includes coverage for prescription safety glasses
Drug Plan		
Deductible	Nil	
Co-payment amount	Nil	
Formulary	100% generic drug formulary, no substitution except where no generic alternative is available or if the name brand is deemed medically necessary by authorization of health care provider Legally requiring a prescription	
Vision Care		
Deductible	Nil	
Co-payment amount	Nil	
Benefit Amount	\$600/ 24 months*	
Eye Exams	One every 24 months Corporation pays 100%	

Dental

GROUP	Manulife	
Dental Care		Corporation pays prorated premium.
Basic Preventative Plan		Balance of premium paid by employee through payroll deduction.
Deductible	Nil	
Co-payment amount	Nil	
Maximum	Unlimited	
Fee schedule	Current	
Recall exam frequency	twice every 12 months	
Major (Dentures)		
Deductible	Nil	
Co-payment amount	50%	
Maximum	\$1,000 / year	

REFER TO GROUP BENEFIT PLAN BOOKLETS FOR FURTHER INFORMATION

27.02 Long Term Disability Plan

- a) It shall be a condition of employment that all employees be enrolled in a Long-Term Disability Plan. The premium cost will be paid one hundred percent (100%) by the Corporation. Employee benefits as provided in Article 27 shall be maintained at no cost to the employee, when the employee is in receipt of LTD benefits.
- b) LTD benefits commence after a qualifying period of six (6) months from the date the employee becomes totally disabled or after using 120 days sick leave credits, whichever is the later. However, the employee will

have the option to defer the start of LTD by electing to use any sick leave credits still outstanding as at that date.

- c) An employee receiving Long Term Disability benefits from the insurance carrier shall have the right to reclaim the job being performed at the onset of disability or, if this job is no longer available, a comparable job at a comparable rate of pay. The employee's entitlement to the privileges set forth in this clause shall be limited to a period of twenty-eight (28) months from the onset of disability. Should the employee be unable to resume their regular duties prior to the expiration of the twenty-eight (28) month period, they shall lose all seniority rights and shall not be eligible for any benefits conferred under this Collective Agreement.

Where an employee has used up all their sick pay credits and, through illness, is unable to carry out their ordinary duties and has not been retired on pension, they will be placed on a leave of absence, during which period they will not receive pay, vacation pay, statutory holiday pay or sick pay credits but such employee shall continue to accumulate seniority.

Notwithstanding the above, the parties acknowledge their mutual obligation not to discriminate against any person with a disability, as defined in the Ontario Human Rights Code R.S.O. 1990, c.H.19, as amended.

27.03 Leave of Absence Without Pay

During leave-of-absence without pay to a maximum of twelve (12) months except for LTD, WSIB and maternity/parental leave, employees may continue participating in Basic Life, Supplementary Health and Hospital, Long Term Income Protection and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage to the Corporation payroll department.

27.04 Leave of Absence – Workplace Safety Insurance Benefits

Employees collecting Workplace Safety Insurance benefits shall have their benefits continued by the Corporation provided for under the *Workplace Safety Insurance Act*. Employees no longer eligible for benefits under the Act, may elect to continue participating in the benefit plan as per 27.03.

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

ARTICLE 28 - NO STRIKES OR LOCK-OUTS

- 28.01** 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 *Ontario Labour Relations Act*, as amended from time to time.

ARTICLE 29 - MILEAGE ALLOWANCE

29.01 An employee authorized by their non-union supervisor to use their personal automobile in the performance of duties shall be compensated at sixty cents (60¢) per kilometre. The allowance shall cover travel from and to the employee’s home-office base.

ARTICLE 30 – MEAL REIMBURSEMENT

30.01 a) If an employee is authorized by their non-union supervisor to be away from their home-office base for a distance exceeding thirty (30) kilometres, the Corporation shall provide a meal allowance as follows:

Allowable Meal Reimbursement	
Within District	Out of District
B - \$10.00	B - \$15.00
L - \$20.00	L - \$25.00
D - \$25.00	D - \$45.00

- i) Breakfast (B) – if on travel status before 7:30 am and away from home-office base later than 9:30 am.
 - ii) Lunch (L) - if on travel status before 1:00 pm and away from home office base later than 1:00 pm.
 - iii) Dinner (D) - if on travel status before 6:00 pm and away from home office base later than 6:00 pm.
 - iv) Meals must not be claimed when provided as part of the meeting or function an employee is attending.
- b) Employees claiming a meal reimbursement must submit receipts and reimbursement shall be made to up to the allowable maximum in a).
 - c) The Corporation shall also pay receipted costs for approved accommodations.
 - d) For purposes of clause a), the home-office base is the location attached to the position held by an employee, or as established in bulletined positions.
 - e) Employees will not be reimbursed for meals if they are working in the town where they live.
 - f) Under no circumstances will the cost of alcoholic beverages be covered.

- g) Tips and gratuities are to be listed separately from the cost of the meal or other service, and the service must be specified (i.e., bell hop). The amounts must be reasonable, and gratuities are restricted to a maximum of fifteen percent (15%). The 15% is on the pre-tax amount.

ARTICLE 31 - LEAVE-OF-ABSENCE - UNION BUSINESS

31.01 Union Conventions

Leave with pay and without loss of seniority may be granted upon request from the Union to the Corporation, 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 Corporation.

31.02 Internal Business Affairs

When upon the written request of the Union to the CAO or designate, the Corporation 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 Corporation for the wages paid.

ARTICLE 32 - JOINT LABOUR/MANAGEMENT COMMITTEE

32.01 A Labour-Management Committee shall be established consisting of two (2) representatives appointed by the Union and two (2) representatives of the Corporation. The committee shall enjoy the full support of both parties in discussing matters of mutual interest. On mutual agreement, the parties may include other members from their respective groups.

It is agreed and understood that under no circumstances, unless otherwise mutually agreed shall matters be discussed that are properly the subject of a grievance or negotiations for the amendment or renewal of this collective Agreement.

The frequency of Committee meetings will be determined by the parties but will normally be established every six (6) months at a mutually agreed upon time and place. A Committee meeting will also be held within fifteen (15) working days of receipt of the request of either party, unless mutually agreed otherwise. Each party shall supply the other with agenda topics at least ten (10) working days in advance of the scheduled meeting. Employees shall not suffer any loss of pay for time spent at joint Labour-Management meetings with the Corporation.

The Committee will be jointly responsible for determining the process for scheduling meetings, establishing meeting agendas and producing minutes of the meetings.

ARTICLE 33 - GENERAL CONDITIONS

33.01 Employee Quarters

The Corporation will provide a designated place for employees to have their meal breaks and for storing their personal effects while at work.

33.02 Bulletin Board

The Corporation 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.

33.03 Tools and Protective Clothing

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

Notwithstanding the fact that maintenance employees are required to wear protective footwear, temporary employees shall not be supplied with protective footwear by the Corporation.

The Corporation will supply protective footwear for the Capital Works Officer, the Maintenance Officer, and the Tenant Remediation Specialist to a maximum of \$150 every two (2) years.

33.04 a) Winter Outerwear

- (i) The Corporation will supply appropriate winter parkas to all permanent maintenance employees, Tenant Remediation Specialist and Retention Officers who work outside.
- (ii) The Corporation may provide snowmobile suits in place of winter parkas, to permanent maintenance employees who regularly work outdoors in extreme winter conditions.
- (iii) In the case of a temporary maintenance employee, the Corporation will reimburse the employee for the purchase of a winter parka, to a maximum value of \$125, provided the employee is credited with four (4) consecutive months of service between November and March of each winter season.

b) Seasonal Clothing

The Corporation will supply appropriate rain jacket and rubber boots to all permanent maintenance employees and Retention Officers who work outside.

33.05 a) Safety

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

b) Hepatitis B- Vaccination

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

33.06 Retirement Age

The parties agree that employees are not required to retire at age 65 and any request by the Corporation that an employee cease their employment due to age can only be made in keeping with the provisions as set out in the *Ontario Human Rights Code*.

33.07 No Pyramiding

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

33.08 Clean-up Time

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

33.09 Joint Health and Safety Committee

a) A Health and Safety Committee shall be established with equal representation from the Corporation and the Union.

- b) The Committee will meet every three (3) months, if required, or more frequently if mutually agreed to, to enquire into practices and inspect projects on-site.
- c) A designated safety representative from the bargaining unit will be recognized in the Corporation. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the CAO or designate. Unresolved items may be appealed to the Joint Health and Safety Committee.
- d) The powers of this Committee shall be as outlined in the *Occupational Health & Safety Act*.
- e) It is understood that the Joint Health and Safety Committee referred to above which provide for joint enquiry into safety practices and inspection of on-site projects by a joint committee does not, in any way derogate from or limit the function of Management to take such action as it may decide to take arising out of its responsibility for safety measures and in a manner in keeping with its management responsibilities.

33.10 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.

When possible, lunch shall be taken between 11:00 a.m. and 2:00 p.m. Lunch may be scheduled at alternate time(s) as directed by the supervisor. Lunch shall not be attached to rest period(s).

33.11 Disabled Employees

- a) Any employee who has become unable to do the normal and regular duties owing to partial disability or infirmity shall be given consideration for work within the employee's capabilities and qualifications. In assigning an employee to a vacancy under this Article, it should be understood that the provisions of Article 9.01 would not apply.
- b) If an employee, who is disabled due to illness or injury, is capable of returning to perform the essential duties of the pre-disability position, the employee shall provide relevant medical documentation and co-operate with the Corporation in modifying the job to enable the employee to assume the full duties of the position on a gradual basis (unless this modified arrangement causes undue hardship to the Corporation).

33.12 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 Corporation in writing of such change. Failure to comply with this provision will save the Corporation harmless with respect to any notification directed to an employee's last known address or telephone number.

33.13 Disciplinary Records

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

The parties agree that if the discipline was imposed for violence or harassment in the workplace, the two (2) year period referred to above shall be increased to four (4) years.

33.14 Access to Personnel Files

- a) Upon request and at a time mutually agreed to by the parties, an employee shall have the right to examine their personnel file and also to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- b) An employee, upon request in writing shall be provided with copies of any material contained in their personnel file. Employees may be required to pay the costs associated to the copying of such material.

33.15 Adverse Weather Conditions

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

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

33.16 Payment of Legal Fees

Reimbursement of legal fees is available to all employees in accordance with DNSSAB's Procedural Bylaw.

ARTICLE 34 - TERM OF AGREEMENT

34.01 This Agreement is effective from January 1, 2024, until December 31, 2026 and shall continue until the expiration, with either party giving the other party notice in writing within ninety (90) days of the expiration of the Collective Agreement.

IN WITNESS WHEREOF those present have been executed by the authorized representatives of the parties at North Bay, Ontario this 10th day of April _____, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn BETHUNE (Apr 11, 2024 08:13 EDT)

Randy Jones
Randy Jones (Apr 11, 2024 16:33 EDT)

CUPE AND ITS LOCAL 4720-02

Amy Gendron
Amy Gendron (Apr 9, 2024 18:14 EDT)

Jessica Sanche
Jessica Sanche (Apr 9, 2024 16:00 EDT)

Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Comeau
Jacky Comeau (Apr 10, 2024 17:18 EDT)

LETTER OF UNDERSTANDING

SUBJECT: Quarantine

In the event that an employee loses regular pay due to a quarantine mandated by the Medical Officer of Health as a result of the employee performing their duties for the Employer and in the further event this situation is not the subject of provincial legislation compensating the employee for loss of pay (eg. WSIB), the Employer will reimburse the employee for regular wages and benefits for a maximum period of two (2) weeks from the date the employee is first absent from work due to such quarantine. In the event the employee is a part-time employee, lost regular wages and benefits for the two (2) week period in question will be based on the hours of work scheduled for such employee during this period at the time of quarantine.

If the incident is subsequently found to be compensable under the *Workplace Safety and Insurance Act*, the employee shall repay any payments that would be approved under the WSIB benefit.

This Letter of Understanding will expire with the current Collective Agreement.

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn Bethune (Apr 11, 2024 08:13 EDT)

Randy Jones
Randy Jones (Apr 9, 2024 16:33 EDT)

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Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Comeau
Jacky Comeau (Apr 10, 2024 17:18 EDT)

APPENDIX A

MEMORANDUM OF UNDERSTANDING

SUBJECT: Building Attendants

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

Purpose:

Building Attendants will be required to live on-site, and their duties will be as listed below:

Qualifications:

Ability to understand simple oral and written instructions. Ability to communicate effectively through technology.

Duties:

- reporting maintenance problems to direct supervisor or designate and emergency maintenance problems to supervisor on call
- reporting on vandalism to supervisor on call
- assisting on lock-outs
- monitoring fire alarm systems and assisting in cases of fire alarms
- reporting disturbances to supervisor on call and/or police
- walking all stairwells and floors to ensure building is safe and secure every:
 - weekday evening,
 - morning and evening on weekends and on designated morning and evening on designated holidays when regular permanent full-time employees are not scheduled to work as listed in Article 20.01
 - inspect and test exit and entrance doors to the building every weekday evening and every morning and evening on weekends and holidays to ensure fire code compliance
- address all immediate safety hazards at exits and entrances
- inspect garbage rooms and ensure carousels or compactors are not overloaded. If overloaded, garbage is to be taken out
- provide supervisor or designate with a biweekly list of documented times the duties listed above were completed and list any emergencies encountered
- maintaining general security, ensuring doors are properly secured
- other duties in emergency situations only. The Building Attendant will be compensated at the Building Custodian rate when performing emergency duties.

Probationary Period:

The probationary period for newly hired employees will be 90 calendar days.

Building Attendants will receive rent free accommodation which will be valued in accordance with Income Tax regulations, and which will include free heat, hydro and water. In addition to utilities, a Building Attendant will receive an allowance of \$40 per month to cover telephone/mobile expenses.

Where a Building Attendants is required to perform any work other than those duties listed above, the Corporation will pay the Building Attendant as per Article 16, on the following basis:

- Less than 15 minutes - minimum 1/4 hour
- 15 to 30 minutes 1/2 hour
- 31 to 45 minutes 3/4 hour
- 46 minutes to 1 hour 1 hour

Union dues as per Article 5.01 will be deducted monthly, based on earnings for the previous month and in accordance with rates laid down by the Union from time to time. However, no dues will be deducted if the Building Attendants has worked three (3) hours or less during the previous month.

It is understood that Building Attendants are covered per current provisions of the *Workplace Safety Insurance Act*.

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn BÉthune (Apr 11, 2024 08:13 EDT)

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Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Comeau
Jacky Comeau (Apr 10, 2024 17:18 EDT)

APPENDIX B

SUBJECT: French Language Services Act

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

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

This appendix forms part of the collective agreement

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn BÉthune (Apr 11, 2024 08:13 EDT)

Randy Jones
Randy Jones (Apr 9, 2024 16:33 EDT)

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Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Cyrneau
Jacky Cyrneau (Apr 10, 2024 17:18 EDT)

APPENDIX C

MEMORANDUM OF UNDERSTANDING

SUBJECT: Property Management Contracts

During collective bargaining, it was agreed that the nature of the corporation's business often requires responses to property management tenders which specify that the successful applicant will manage the business, however that certain positions or individuals will remain under the control and or employ of the vendor even in cases where the corporation provides payroll and supervisory services.

In these situations, if possible, the Corporation will make every effort to negotiate the positions or individuals to be employees of the NDHC and consequently under the jurisdiction of the bargaining unit. The parties acknowledge that when the corporation is placed in a position where such an approach could jeopardize the approval of the contract, and where it would not have been approved otherwise, such employee(s) will not fall within the terms of the collective agreement.

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BÉthune
TracyAnn BÉthune (Apr 11, 2024 08:13 EDT)

Randy Jones
Randy Jones (Apr 10, 2024 16:33 EDT)

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Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Cormeau
Jacky Cormeau (Apr 10, 2024 17:18 EDT)

APPENDIX D

MEMORANDUM OF UNDERSTANDING

SUBJECT: Use of Students

It is agreed that students may be hired to assist bargaining unit staff during peak times or up to four (4) months or mutually agreeable duration based on the schooling program which would be no longer than nine (9) months in duration. It is understood that such students would not fall within the terms of the collective agreement and the rate of pay will be determined by the Corporation. Under no circumstances may the hiring of students lead to any lay-off or loss of hours of any bargaining unit employee.

In addition, it was agreed that the Corporation may participate in various student work placement and/or cooperative programs and that such students can assist the bargaining unit staff and would not be subject to the terms of the collective agreement.

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn BÉthune (Apr 11, 2024 08:13 EDT)

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Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Cormeau
Jacky Cormeau (Apr 10, 2024 17:18 EDT)

APPENDIX E

MEMORANDUM OF UNDERSTANDING

SUBJECT: Alternate Hours

Custodians will receive two (2) payments, one in June and one in December of \$200 each to compensate for the hours worked doing the maintenance work.

Temporary maintenance employees will receive a prorated amount of the alternate hours payments set out above if they replace a custodian or custodians for one month or more (in one month blocks) in accordance with the following schedule of prorated amounts for full month replacements:

One month	\$33.33
Two months	\$66.66
Three months	\$100.00
Four months	\$133.33

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn BETHUNE (Apr 11, 2024 08:13 EDT)

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Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Comeau
Jacky Comeau (Apr 10, 2024 17:18 EDT)

APPENDIX F

MEMORANDUM OF UNDERSTANDING

If a four month or greater period passes with no hours of work, and have not responded to requests for work, a temporary worker may be terminated, they will need to re-apply for work with the DNSSAB.

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn BÉthune (Apr 11, 2024 08:13 EDT)

Randy Jones
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Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Côté
Jacky Côté (Apr 10, 2024 17:18 EDT)

APPENDIX G

MEMORANDUM OF UNDERSTANDING

SUBJECT: Hybrid Model

The Parties recognize the Employer has a Business Model policy that has an element of hybrid work and that any changes to the policy will be discussed with the Union prior to implementation.

Dated this 10th day of April, 2024.

FOR THE EMPLOYER

Melanie Shaye
Melanie Shaye (Apr 10, 2024 13:59 EDT)

TracyAnn BETHUNE
TracyAnn BETHUNE (Apr 11, 2024 08:13 EDT)

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Karah Floyd
Karah Floyd (Apr 10, 2024 09:56 EDT)

Jacky Cormeau
Jacky Cormeau (Apr 10, 2024 17:18 EDT)



Fax: 705-474-7155

**Medical Ability to Work Form
(excess of 5 days)**

The purpose of this form is to provide the patient with the necessary information that they need to give to their employer to help the employer make decisions about accommodating the patient, providing disability leave, or assessing if the patient can return to work.

TO BE COMPLETED BY EMPLOYEE

Employee's Name _____ Phone No. _____

Address _____
(Street Number and Name) (Apt. No.) (City/Town) (Province) (Postal Code)

Date of Birth: _____
Day Month Year

NOTES TO PHYSICIAN

When completing this form, disclose only information necessary to meet the purpose of the form. It is not necessary to provide a diagnosis or treatment information.

1. This form is not intended for WSIB purposes. For a work-related injury or illness, the required WSIB forms must be completed.
2. This form does not replace forms related to an employee's ability to work that are required by:
 - WSIB
 - third-party insurers, or
 - employer-funded medical benefit plan
3. Where choices are indicated below, please mark your selection.
4. Please sign and date page 2 and keep a copy of this form.

SECTION A: ILLNESS / INJURY INFORMATION

Date illness/injury began: _____ Date of examination by Physician: _____

Have you scheduled a follow up appointment? Yes No If yes, when? _____

Has a treatment plan been prescribed to the patient? Yes No If no, please explain why. _____

This patient is medically able to work **without** limitations or restrictions as of _____
Date

This patient is medically able to work **with** limitations or restrictions as of _____
Date

Anticipated length of illness: days 2 to 4 weeks 4 to 6 weeks 6 weeks to 3 months more than 3 months

Please describe the employee's current limitations or restrictions, if applicable (please use the capabilities section set out in Section B, if applicable)

Expected length of time modifications will be required: _____

SECTION B: CAPABILITIES INFORMATION

FUNCTIONAL ABILITIES:

Walking (continuously):	<input type="checkbox"/> up to 20 min;	<input type="checkbox"/> up to 1 hour;	<input type="checkbox"/> no restriction;	<input type="checkbox"/> Other (e.g. uneven ground) _____
Standing (continuously):	<input type="checkbox"/> up to 20 min;	<input type="checkbox"/> up to 1 hour;	<input type="checkbox"/> no restriction;	<input type="checkbox"/> Other _____
Sitting (continuously):	<input type="checkbox"/> up to 30 min;	<input type="checkbox"/> up to 1 hour;	<input type="checkbox"/> no restriction;	<input type="checkbox"/> Other _____
Stair climbing:	<input type="checkbox"/> unable	<input type="checkbox"/> 2-3 steps only;	<input type="checkbox"/> own pace	<input type="checkbox"/> assisted <input type="checkbox"/> no restriction
Lifting floor to waist:	<input type="checkbox"/> up to 20 lbs;	<input type="checkbox"/> up to 30 lbs	<input type="checkbox"/> up to 40 lbs;	<input type="checkbox"/> no restriction; <input type="checkbox"/> other _____
Lifting waist to shoulder:	<input type="checkbox"/> up to 20 lbs;	<input type="checkbox"/> up to 30 lbs	<input type="checkbox"/> up to 40 lbs;	<input type="checkbox"/> no restriction; <input type="checkbox"/> other _____

Note: Fax to 705-474-7155 Completion of this form is an uninsured medical service. There may be a fee to the patient for completion of this form. Employee will be reimbursed in accordance with Article 19.01 of the Collective Agreement. (pg. 1 of 2)

Carrying up to 20 lbs; up to 30 lbs up to 40 lbs; no restriction; Other _____
 Reaching (please specify) _____ no restriction; Other _____
 Bending – repetitive (please specify) _____ no restriction; Other _____
 Twisting – repetitive (please specify) _____ no restriction; Other _____

Employee is: Left handed Right handed Ambidextrous
 Limited ability to used **left** hand to: hold objects; grip; type; write
 Limited ability to used **right** hand to: hold objects; grip; type; write
 Completely unable to use **left** hand to: hold objects; grip; type; write
 Completely unable to use **right** hand to: hold objects; grip; type; write
 Hours per day: 4 hours 6 hours 8 hours no restriction less than 4 hours (specify) _____

COGNITIVE ABILITIES:

Concentration limited capacity unable to perform no restriction; Other _____
 Attention limited capacity unable to perform no restriction; Other _____
 Memory limited capacity unable to perform no restriction; Other _____
 Organization/Planning limited capacity unable to perform no restriction; Other _____
 Deadline Pressures limited capacity unable to perform no restriction; Other _____
 Time Management limited capacity unable to perform no restriction; Other _____
 Attention to Detail limited capacity unable to perform no restriction; Other _____
 Multi-tasking limited capacity unable to perform no restriction; Other _____
 Responsibility/Accountability limited capacity unable to perform no restriction; Other _____
 Problem Solving limited capacity unable to perform no restriction; Other _____
 Exposure to Confrontation limited capacity unable to perform no restriction; Other _____
 Interpersonal Contact limited capacity unable to perform no restriction; Other _____

ENVIRONMENTAL STIMULI:

Exposure to heat/cold limited capacity unable to perform no restriction; Other _____
 Exposure to dust/fumes/odour limited capacity unable to perform no restriction; Other _____
 Exposure to chemicals limited capacity unable to perform no restriction; Other _____
 Other (please specify) _____

Additional Comments/Accommodations Required:

SECTION C: ATTENDING PHYSICIAN'S INFORMATION

Physician's name (please print): _____ Speciality: _____
 Address: _____
 Telephone: _____ Fax: _____
 Signature: _____ Date: _____