

COLLECTIVE AGREEMENT

BETWEEN

**DISTRICT OF TIMISKAMING
SOCIAL SERVICES ADMINISTRATION BOARD**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4357**

EXPIRY DATE: DECEMBER 31, 2025

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ARTICLE 1 – GENERAL PURPOSE

1.0 General Purpose

The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees within the bargaining unit.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 Union as Bargaining Agent

The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer save and except executive assistants, supervisors, managers, persons above the rank of supervisor, assistant supervisor or manager, and excluding employees covered by subsisting collective agreements.

2.02 Management Recognition

The employees in the bargaining unit recognize the Employer's responsibility to meet the needs of its clients in the community. The employees in the bargaining unit will therefore cooperate with the Employer's attempts to satisfy its clients' needs and will cooperate with the Employer's efforts to improve the efficiency of delivering services to the community.

2.03 No Other Agreements

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

2.04 No Lock-Outs or Strikes

The parties agree that there shall be no lockouts, strikes, slowdowns or other stoppages of, or interference with work, which would cause any interruption of service during the life of this Agreement.

2.05 Lock-Out and Strike Defined

The meaning of the words "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*, as amended.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 Management Rights

The Union recognizes that the management of the operations and the direction of the employees are fixed exclusively by the Employer and shall remain solely with the Employer except as expressly limited by the clear and explicit language of some other provision of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, assign, retire, promote, demote, classify, transfer, direct, lay off, recall and to suspend, discipline or discharge employees who have successfully completed their probationary period for just cause provided that a claim by an employee who has successfully completed their probationary period that he has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) determine in the interest of efficient operation and high standards of service, the hours of work, work assignments, training, geographic work assignments, methods of doing the work, and the working establishment of the service;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of operations, equipment and materials to be used, the methods and techniques of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement;
- (e) make, enforce and alter from time to time rules and regulations to be observed by the employees which are not inconsistent with the provisions of this Agreement;
- (f) successfully operate the Agency as a public institution intended to provide adequate services in a manner consistent with the obligation of the Agency to the general public in the area, and such right must not be interfered with nor abrogated by this Agreement.

3.02 Union Activity on Employer Premises

It is further agreed that there shall be no solicitation of members, collection of dues, or other union activity on the premises of the Employer except as permitted by this Agreement or specifically authorized by the Employer in writing. An employee who wishes to engage in union activity on the Employer's premises shall submit a written request to their supervisor in advance, stating the date and timeframe requested to attend union business during work hours.

ARTICLE 4 – DEFINITIONS

4.01 Employee

(a) Employee Defined

It is agreed that the word "employee" or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit defined in Schedule "A".

(b) Probationary Employee

A full time employee will be considered on probation until after the employee has completed six (6) months of active employment as a full time employee since the last date of hire as a full time employee.

A part time employee will be considered on probation until after the employee has completed 910 (nine hundred and ten) hours or 1040 (one thousand and forty) hours (for individuals employed as a Housing Services Building Custodian).

(c) Full Time Employee

A full time employee is defined as an employee who is regularly scheduled for full time hours in accordance with Article 15.02 .

(d) Part Time Employee

Part-time employee is used to refer to an employee in the bargaining unit who is regularly employed for not more than twenty-four (24) hours (or 28 hours, if employed as a Housing Services Building Custodian).

It is agreed that persons employed on a part-time basis, and who temporarily work as a full-time relief, shall not be given full-time status and accorded the full-time benefits of this Collective Agreement, but rather shall retain their part-time status and shall continue to be entitled to those portions of the Collective Agreement that are relevant to their status as part-time employees.

“Temporarily” shall be defined as not exceeding a continuous period of twelve (12) months, except that this period may be extended in individual cases as agreed to between the Employer and the Union.

(e) Temporary/Contract Employee

The status of an employee will be defined as temporary/contract so long as the employee:

- i. Is not declared the incumbent to a permanent position,
and
- ii. Occupies a temporary position or temporary vacancy,
or
- iii. Is hired under a government subsidized program.

Note: The duration of a temporary/contract position associated with persons hired under government subsidized programs may be extended up to twelve (12) months on mutual agreement with the Union. Agreement will not be unreasonably withheld.

Notwithstanding any provision in this Agreement to the contrary, it is agreed that a temporary/contract employee who has completed a minimum of 910 hours (or 1040 hours for individuals employed as a Building Custodian) of actual work in any twelve (12) month period shall be deemed to have completed the probationary period.

The dismissal of a temporary/contract employee during the probationary period shall be subject to Article 9.08.

Temporary/contract employees shall receive all benefits set out in this Agreement, save and except:

- Article 14 Lay-off and Recall
- Article 18 Vacations
- Article 20 Sick Leave

(f) **Student**

A student is defined as an Employee who is presently enrolled in a recognized educational institution and is returning in the next term. Students are generally hired between May and September of each year and their employment will end no later than September 15th of each year that the employee is employed by the Employer. Students will not be entitled to any benefits, will not accrue any seniority, will be required to pay union dues and as such will be members of the CUPE Local 4357 bargaining unit.

4.02 Temporary/Contract Position

A temporary position can be either full-time or part-time in nature. Temporary positions can be established to cover absences due to illness, vacations, various leaves of absence, or for a specific term or project. Temporary positions shall be for periods not exceeding twelve (12) months, unless mutually agreed by the parties to extend. Where it is known that such assignments will exceed a continuous period of forty-five (45) business days, the posting provisions of Article 13 of this Agreement shall apply. The parties may mutually agree to extend these timelines.

4.03 Plural or Masculine/ Feminine Terms

Throughout this Agreement, all parties shall acknowledge that they, them, their or employee/employees, shall be used in lieu of references to a specific gender. Where the singular is used, it may also be deemed to mean the plural within the appropriate context.

ARTICLE 5 – NO DISCRIMINATION

5.01 No Discrimination Due to Membership Activity

The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

5.02 No Discrimination Under Human Rights Code

The Union, the Employer, and the employees in the bargaining unit agree to abide by the provisions of the *Ontario Human Rights Code*, as amended.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence to and From CAO and Union President

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

ARTICLE 7 – UNION SECURITY

7.01 Notice to Union of Employee and Job or Job Title Changes

- (a) The Employer shall advise the Union of all new hires, promotions, demotions, layoffs, recalls, and terminations.
- (b) The Employer agrees to provide the Union with notice regarding:
 - i. the retirement of any job classification within the bargaining unit;
 - ii. significant changes to any job classification or its title within the bargaining unit, other than those covered by subsisting collective agreements;
 - iii. any newly created jobs within the bargaining unit, other than those covered by subsisting collective agreements.

7.02 Union Dues Deductions

The Employer shall deduct an amount for the term of this Agreement, according to the following conditions:

- (a) all employees covered by this Agreement shall, as a condition of employment have deducted from each pay, an amount equivalent to a percentage of regular earnings, as determined by the union by-laws;
- (b) new employees shall have deductions made in the month in which the employee was hired;

- (c) the amounts so deducted shall be remitted to the National Secretary Treasurer of the Union no later than the 15th day of the month following the month in which such deductions were made. In addition, a list of the names of employees from whose wages the deductions have been made will be sent to the Union. This list shall also include the regular earnings paid to employees, the respective dues deducted, as well as dates of new hires, layoffs, recalls, terminations and resignations since the previous month;
- (d) The Union shall, upon request, provide the finance department with up to date information regarding union dues deductions, including a copy of the current by-laws referenced above in paragraph (a); and
- (e) The Employer will include the annual amount of union dues for each union member on the annual T4 slip.

7.03 Union Dues Defined

Regular monthly union dues referred to in this Article shall mean the regular monthly union dues uniformly assessed all members of the bargaining unit in accordance with the Union's constitution and by-laws as certified to the Employer in writing by the Union.

7.04 Deduction and Remittance Indemnity

In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless in respect of all suits, actions or causes of action which may arise in respect of the operation of this Article.

7.05 Union Agreement in Effect

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and the Union shall provide them with a copy of the existing Collective Agreement. The Employer also agrees to introduce new employees to a Union Steward.

ARTICLE 8 – UNION REPRESENTATION

8.01 General

(a) Representative of CUPE

The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when negotiating with the Employer or meeting with the Employer at Step No. 2 of the grievance procedure or at arbitration, or any other matter arising out of the Collective Agreement.

(b) Steward or Committee Member Eligibility

No employee shall act in the capacity of Steward, or committee member as referred to in this Article until after the employee has successfully completed their probationary period.

(c) Duty to Perform

The Union acknowledges and agrees that Stewards and other employee committee members as prescribed in this Article have regular duties to perform in connection with their employment.

Only employees who have been identified by the Union as Stewards or Executive Committee members to the Employer shall be engaged in steward activities with the Employer and there shall be no substitutions.

(d) Permission to Leave Work

For meetings that are scheduled during the Steward or committee member's regularly scheduled hours of work, such employee will first: obtain their supervisor's permission before leaving the workplace to attend such meeting; provide their anticipated duration of absence; and will advise the supervisor upon their return to active duty.

Furthermore, employees who will be away from their workstation to attend meetings in their capacity of a Union Executive or Steward shall inform the manager that they will be away and for the expected duration of time.

8.02 Negotiating Committee

(a) Recognition by Employer

The Employer agrees to recognize a Negotiating Committee consisting of up to two (2) employees from the bargaining unit, plus the President of the local, plus the union representative for the purpose of amending or renewing the present Agreement. The Union will notify the Employer of the name of such committee members as far in advance of negotiations as possible.

(b) Payment for Committee Work

Each employee member of the Negotiating Committee shall receive their regular straight time pay for all regularly scheduled working hours lost due to attendance at negotiating meetings with the Employer up to but not including conciliation.

8.03 Labour Management Committee

(a) Establishment of Committee

It is the expressed intent of the parties to this Agreement that a Labour/Management Committee be established.

(b) Representation

Up to four (4) employee representatives and up to four (4) management representatives shall meet at regular intervals, a minimum of four (4) times per year or at the call of the Co-Chairs.

(c) Function and Governance

Matters of general and mutual interest may be discussed; however, under no circumstances shall matters be discussed that are properly the subject of a grievance or arbitration or negotiations for the amendment or renewal of this Agreement.

All discussions on any matter that takes place during these meetings shall be made on a without prejudice basis.

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

(d) **Payment for Committee Work**

Each employee member of the Labour-Management Committee shall receive their regular pay for all regularly scheduled straight time working hours lost due to attendance at Labour-Management Committee meetings with representatives of the Employer that are scheduled during the employee's regularly scheduled working hours.

8.04 Health and Safety Committees

(a) **Establishment**

The DTSSAB will formally establish and maintain two (2) separate and distinct Joint Occupational Health and Safety Committees, one each for the North and South DTSSAB office locations.

(b) **Representation**

Each Committee will be comprised of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union (one of whom shall be from Housing Services). Representatives will be selected from those employees normally working at the respective office locations.

(c) **Function, Governance, Powers and Jurisdiction**

The Committee shall meet in accordance with the Occupational Health and Safety Act to review health and safety matters that may arise and/or at the call of the Co-Chairs.

8.05 Stewards

(a) **Recognition of Stewards**

The Employer agrees to recognize no more than three (3) employees as stewards for the purpose of representing employees. Each steward may appoint an alternate in their absence. Stewards shall be selected by and from amongst employees in the bargaining unit. No more than one steward shall be selected from any one site.

(b) Names of Stewards

Once, selected, the Union shall be required to notify the Employer of the name of the steward and alternative, if applicable, in writing and the Employer shall not be required to recognize any such stewards until it has been so notified.

(c) Payment for Steward Work

The steward in attendance during the grievance procedure and the grievor (except in cases of discharge or suspension without pay) shall receive their regular pay for all regularly scheduled straight time working hours lost due to attendance at such grievance meetings with representatives of the Employer up to but not including arbitration.

ARTICLE 9 – GRIEVANCES

9.01 Grievance Defined

For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable.

9.02 Time Limits

The time limits set out in the grievance procedure herein are exclusive of Saturdays, Sundays and statutory/ paid holidays as per this Agreement.

Such time limits are mandatory and the failure to comply strictly with such time limits except by the written agreement of the parties shall result in:

- a) if the grievance has not been processed by the Employer within the prescribed time limit, the grievance may be advanced to the next step by the grievor (or the Union in the case of a policy grievance) within the time limit as prescribed;
- b) if the grievance has not been processed by the grievor (or in the case of a policy grievance by the Union) in accordance with all of the time limits prescribed, the grievance shall be deemed to have been settled and/or abandoned.

9.03 Employee Complaint Resolution

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until they have first given their immediate supervisor the opportunity of adjusting their complaint.

If an employee has a complaint, such complaint shall be discussed with their immediate supervisor within five (5) days after the circumstances giving rise to the complaint have originated or occurred.

If the immediate supervisor is unable to adjust a complaint to their mutual satisfaction within five (5) days, the employee may proceed with the grievance procedure within five (5) days following the decision of the immediate supervisor.

Where a Supervisor or other Employer representative intends to interview an employee concerning any matter that is expected to result in disciplinary action, then, the Employer shall notify the President of Local 4357 and the employee sufficiently in advance of the interview to arrange for a Union Steward or Executive Committee member to attend the interview. In no circumstances shall the interview be delayed more than twenty-four (24) hours to permit such attendance.

9.04 Grievance Procedure

The grievance of the employee properly arising under this Agreement must be adjusted and settled as follows:

Step No 1

The employee must submit a written grievance: signed and dated by the employee and the Union Steward or Executive Committee member, to their immediate supervisor. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance. Day one (1) of the grievance shall be considered as the first full business day following the date on which the grievance was filed.

The immediate supervisor will deliver their decision in writing within five (5) business days after receipt of the grievance in writing. Failing settlement, the next step of the grievance procedure may be taken.

Step No 2

Within five (5) days following the decision under Step No 1, the Union must submit the written grievance to the Chief Administrative Officer (or their designate).

Within five (5) days of the receipt of the grievance by the Employer, (or the Union in the case of a policy grievance), a meeting shall be held to discuss the grievance. The grievor must be present at this meeting.

A decision in writing shall be delivered by the party receiving the grievance within five (5) days after the meeting at which the grievance was discussed. Failing settlement, either party may submit the matter to arbitration within five (5) days after the reply at Step No 2 is given, or due to be given, if not received.

If no written request for arbitration is received within such five (5) day period, the grievance shall be deemed abandoned.

9.05 Policy Grievance

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement must be originated under Step No 2 within five (5) days of the event giving rise to the grievance. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance.

Failing settlement under Step No 2 within five (5) days, it may be submitted to arbitration in accordance with Article 10 (Arbitration).

However, it is expressly understood, that the provisions of this paragraph must not be used by the Union to institute a complaint or grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure must not be thereby bypassed.

9.06 Group Grievance

Where two (2) or more employees have identical grievances and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step No 2 within five (5) days of the event giving rise to the grievances. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance.

The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

9.07 Grievance Concerning Layoff and Recall

Grievances concerning lay-off and recall shall be initiated at Step No 2 of the grievance procedure.

9.08 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed their probationary period must be reduced to writing and originated under Step No. 2 within five (5) days of the employee being notified of their discharge. The nature of the grievance, the remedy sought, and the section or sections of the Agreement which are alleged to have been violated must be set out in the grievance which shall be signed by the employee.

Notwithstanding anything in this Agreement, a probationary employee may be disciplined or discharged at the sole discretion of the Employer and the parties agree that such action shall not be subject to the grievance and arbitration procedures and does not constitute a difference between the parties provided that the Employer has not acted in bad faith or in a discriminatory manner.

9.09 Adjustment Effective Date

No adjustment effected under the grievance or arbitration procedures shall be made retroactive prior to the date that the grievance was formally presented to the Employer, or, if applicable, the date of the alleged violation provided that it does not exceed the time limits set out in Article 9.02.

9.10 Agreements Final and Binding

All agreements reached under the grievance procedure between the representatives of the Employer and the representative of the Union shall be final and binding upon the Employer and the Union and the employee or employees involved.

9.11 No Solicitation of Grievances

No union representative or steward may solicit grievances from employees during the course of their normal duties.

9.12 Assistance of Union Representative

The employee grievor may have the assistance of a union steward at any step of the grievance procedure including the complaint stage, if requested.

ARTICLE 10 – ARBITRATION

10.01 Matters to be Submitted

No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.

10.02 Time Limits

The time limits set out in the arbitration procedure herein are exclusive of Saturdays, Sundays and statutory/ paid holidays as per this Agreement.

Failing settlement under Article 9.04 (Grievance Procedure), either party may submit the matter to arbitration within five (5) days after the reply at Step No. 2 is given, or due to be given, if not received.

If no written request for arbitration is received within such five (5) day period, the grievance shall be deemed settled and/or abandoned

Such time limits are mandatory and the failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed settled and /or abandoned.

10.03 Notice of Request

If the Employer or the Union requests that a grievance be submitted to arbitration, as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement and at the same time suggest the names of three (3) arbitrators to sit as a sole arbitrator.

10.04 Appointment of Nominee/Board of Arbitration

Within five (5) days thereafter, the other party shall notify the first party of the acceptable arbitrator or suggest three (3) alternative names for consideration. Where the parties cannot agree on an arbitrator, either party may apply to the Office of Arbitration of the Ministry of Labour of the Province of Ontario for the appointment of an arbitrator.

10.05 Arbitrator Ineligibility

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.06 Powers of Arbitrator

The Board of Arbitration shall not have any power to amend, alter, modify or add to any provisions of this Agreement or to substitute any new provision for any existing provisions, or to render any decisions inconsistent with the terms and provisions of this Agreement.

10.07 Expedited Proceedings

The proceedings of the Arbitration Board will be expedited by the parties hereto and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.

10.08 Fees and Expenses

Each of the parties hereto will bear the expenses of the Nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

ARTICLE 11 – DISCIPLINE, SUSPENSION AND TERMINATION

11.01 Employment Termination and Loss of Employment Rights

An employee shall be deemed to have terminated if he:

- a) quits, resigns, or is discharged for just cause and is not reinstated through the grievance and arbitration procedure;
- b) has been laid off for twelve (12) calendar months or the employee's seniority, whichever is the lesser;
- c) is absent from scheduled work for three (3) or more consecutive scheduled work days without notifying the Employer, and without providing a reason that in the Employer's opinion is satisfactory;
- d) utilizes a leave of absence for a purpose other than that for which it was granted, or, fails to return to work upon the expiration of a leave of absence without a reason that in the Employer's opinion is satisfactory, or, engages in employment of any kind during an absence from the Employer;
- e) refuses to continue to work or return to work during an emergency which seriously affects the Employer's ability to provide adequate services to its clients, without providing a reason that in the Employer's opinion is satisfactory;
- f) fails upon being notified of a recall to signify their intention to return within two (2) business days after he has received a notice of recall and fails to report to work within five (5) business days after he has received the notice of recall or such further period of time as may be agreed upon by the parties. Notice of recall shall be sent by registered mail.
- g) has access revoked to any of the provincial or federal computer systems that are critical to the employee being able to conduct the responsibilities of the position.
- h) is absent due to disability for a period of twenty-four (24) calendar months.

11.02 Dismissal of Probationary Employee

The dismissal of a probationary employee will be subject to the provisions of Article 9.08 (Discharge Grievance) of this Collective Agreement.

11.03 Disciplinary Letters

- (a) Save and except for serious misconduct, disciplinary letters shall be removed on request from an employee's file after thirty-six (36) months provided that the employee's record has been discipline free for such thirty-six (36) month period.
- (b) Serious misconduct includes but is not limited to a breach of the Ontario *Human Rights Code*, the *Occupational Health and Safety Act*, theft, and fraud.

ARTICLE 12 – SENIORITY AND SERVICE

12.01 Seniority and Service Defined

(a) Service Defined

Service is defined as the length of continuous employment with the Employer since the employee's last date of hire. Service is used to determine earned benefits under the collective agreement.

(b) Seniority Defined

Seniority is defined as the length of continuous service in the bargaining unit. Seniority is not determinative of any earned benefits under the collective agreement.

12.02 Employee Added to Seniority List

(a) Full Time Permanent Employee

Upon successful completion of the probationary period, the employee's name will be placed on the full-time seniority list and credit shall be given since the date of last hire as a full-time employee.

(b) Part Time Permanent Employee

Upon successful completion of the probationary period, the part-time employee's name will be placed on the part-time employee seniority list and credit shall be given for the number of hours of work actually completed by the part-time

employee as a part-time employee with the Employer since the date of last hire as a part-time employee.

12.03 Seniority of Part Time Employee Who Becomes Full Time Employee

- (a) For the purpose of both seniority and service, a part-time employee who is a successful applicant for a position as a full-time employee shall, upon successful completion of the probationary period as a full-time employee, have their part-time seniority converted on the basis of one year equals 1,820 (one thousand eight hundred and twenty) hours.

The conversion factor for Building Custodians is 2,080 (two thousand and eighty) hours.

- (b) Seniority for Temporary Employees

For the purpose of both seniority and service, a temporary employee who becomes a full-time or part-time permanent employee without a break in service (ie if, while serving in a temporary position, a temporary employee becomes the successful applicant and begins a new permanent position) shall, upon successful completion of the probationary period as a permanent employee have their seniority and service determined retroactive to their most recent date of hire in the previous position.

12.04 Seniority Tie-Breaking

When addressing seniority issues for employees hired after March 1, 2007, all ties shall be broken by lot in the presence of the bargaining unit president and/or vice president, the Director of Human Resources or designate 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.

12.05 Seniority List Posting

In January of each year, the Employer shall prepare and post one seniority list of all full-time employees, and one seniority list of all part-time employees, showing the employee's seniority according to the records of the Employer. Seniority as posted shall be deemed to be final and not subject to complaint unless such complaint is made in writing within fifteen (15) business days from the current date of posting.

12.06 Loss of Seniority and Employment Rights

An employee whose employment is terminated shall lose all seniority and service.

12.07 Effect of Absence Without Pay on Seniority and Service

Where the employee is absent without pay, seniority and service will accumulate in accordance with the effect of absence provisions Article 19.06

12.08 Effect of Temporary Assignment on Seniority and Service

(a) Temporary Secondments Outside the Agency

An employee who is assigned to and who accepts a temporary secondment to a position outside of the Agency shall continue to accumulate seniority during such secondment. Such temporary secondment shall not be for a time period greater than two (2) years. During such secondment the employee shall continue to pay union dues. At the conclusion of such secondment the employee shall return to their former position in the bargaining unit and shall suffer no loss of service and/or seniority.

(b) Temporary Position Outside the Bargaining Unit

An employee who accepts a temporary position outside the bargaining unit shall continue to be entitled to all rights and protections as accorded under this Collective Agreement as a member of the bargaining unit, and shall therefore continue to accrue seniority and remains subject to all union dues deductions as per Article 7.02 during the temporary assignment, for up to twelve (12) consecutive calendar months.

If the employee returns to the bargaining unit within twelve (12) months of leaving, such employee shall be returned to their former position. However, such return shall not result in a lay-off or bumping of any employee holding greater seniority.

At the expiration of the twelve (12) month period of temporary relief, the employee shall lose all seniority rights. The Board 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.

ARTICLE 13 – JOB POSTING

13.01 Determination of Vacancy

A determination of the existence of a vacancy within the bargaining unit shall be in the sole discretion of the Employer.

13.02 Job Postings

When the Employer determines that a vacancy exists within the bargaining unit, or the Employer establishes a new position within the bargaining unit, a notice shall be posted in the workplace for six (6) business days. Such posting shall contain the following information: classification, a summary of the major responsibilities of the position at the time of the posting, education and qualifications. Such listing shall in no way be seen as restricting the considerations set out in Article 13.03. The union president will receive notification of a job to be posted the day before it is posted.

13.03 Selection Criteria

In assessing the applicants, the Employer shall consider the following factors:

- a) skill, ability, experience, qualifications, education, suitability, competence and efficiency;
- b) seniority (if applicable) with the Employer.

When, in the sole judgment of the Employer, the factors in (a) are relatively equal, seniority (if any) shall govern. It is understood and agreed that the Employer shall be the sole judge of the overall requirements for the position and the sole judge of assessing the applicants as per (a) above.

13.04 Job Posting Procedure and Recall Process

The job posting requirements apply prior to the exercise of recall rights by laid off employees if the full-time job vacancy is for a higher classification than previously occupied by the laid-off employee(s), notwithstanding the existence of layoff notices.

Employees who are on layoff or in receipt of layoff notices shall be given first consideration for any temporary or part time job

vacancy, or any full time job vacancy of equal or lower job classification than the laid-off employee formerly occupied, as per Article 14.04 (i) – Layoff & Recall Process.

13.05 Successful Applicant Notice Posting

The name of the successful applicant as a result of the Employer's decision shall be posted following notification to the successful candidate.

13.06 Delayed Commencement

In the event that there is a delay in moving the successful candidate to their new position, the successful candidate shall commence to receive the job rate for the posted position at the earliest of the start date in the new position or thirty (30) business days from the date the successful candidate received the offer letter.

13.07 Successful Applicant Trial Period

The successful applicant shall be allowed a trial period of up to 45 calendar days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the posting may be filled on a temporary basis until the trial period is completed.

The successful applicant, whether they are successful in their trial period or return/returned to their position formerly occupied, will be prohibited from applying for another job posting for a period of twelve (12) months unless the posting would represent a change in status.

13.08 Temporary Vacancies

Temporary vacancies, which are not expected to exceed sixty (60) business days, will not be posted and may be filled at the discretion of the Employer.

Temporary vacancies, which are expected to exceed or have exceeded sixty (60) business days, will be posted and filled in accordance with the provisions of this Article.

However, it is expressly understood and agreed that only the initial temporary vacancy will be posted.

Subsequent temporary vacancies arising from the initial temporary vacancy need not be posted and may be filled at the discretion of the Employer.

A part-time or temporary employee who is awarded a temporary full-time position shall retain their part-time or temporary status while filling the full-time position.

ARTICLE 14 – LAYOFF AND RECALL

14.01 Layoff Defined

A lay-off shall be defined as a reduction in permanent positions or a reduction in the permanent regular hours of work of permanent employees as defined by this Agreement.

14.02 Advance Notice to Union of Expected Layoff

The Union shall be informed as soon as practicable and, in any event, in advance of notices of layoff being issued and through to the final phases of the process.

14.03 Notice of Layoff

In the event of a proposed layoff the Employer shall provide to the Union and the affected employee(s), who will be laid off, with written notice of layoff in accordance with the *Employment Standards Act* or pay in lieu thereof.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided above shall be considered notice to the Union and said members of any subsequent layoff.

14.04 Layoff and Recall Process

- (a) Making its determination regarding the layoff and recall of employees, the Employer shall not act in an arbitrary or unfair manner.
- (b) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.

- (c) In the event that a lay-off commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the lay-off commenced.
- (d) In the event of lay-off of a permanent employee, that employee would have the option of replacing the least senior employee in another classification, provided the permanent employee has the skill, ability, qualifications, education, suitability, competence and efficiency to do the job of the position. The Employer shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (e) An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within five (5) business days after receiving the notice of layoff. A failure to notify the Employer shall result in the employee accepting the lay-off.
- (f) Each employee so displaced, shall notify the employer in writing within five (5) business days, of their intent to either accept the lay-off or displace the least senior employee in another classification, provided the employee has the skill, ability, experience, qualifications, education, suitability, competence and efficiency to perform the job. A failure to notify the Employer shall result in the Employee accepting the lay-off.
- (g) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies for which they have the skill, ability, experience, qualifications, education, suitability, competence and efficiency which are expected to exceed ten (10) business days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (h) No new employee will be hired into a classification where employees are on lay-off with recall rights under the provisions of the Collective Agreement until such employee has been offered a recall in accordance with Article 14.04.

- (i) An employee shall have opportunity of recall from lay-off to an available temporary or part-time job vacancy, or any full-time job vacancy of equal or lower job classification in order of seniority, provided he has the skill, ability, experience, qualifications, education, suitability, competence and efficiency to perform the work before such opening is filled on a regular basis under a job posting procedure.

Where there are no successful applicants from within the bargaining unit for an available full-time job posting under Article 13.04 Job Posting Procedure, an employee shall have opportunity of recall from lay-off to the available full time job vacancy before such opening is posted.

The posting procedure in the collective agreement shall not apply until the recall process has been completed.

- (j) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work and fulfill their obligations as per article 11.01 (f).

ARTICLE 15 – HOURS OF WORK

15.01 No Guarantee of Hours

The Employer does not guarantee any hours of work per day or days of work per week with respect to any employee covered by this Agreement.

15.02 Normal Hours of Work

- (a) Office Employees

Normal hours of work for full-time employees in the bargaining unit, except as otherwise noted, shall be seven (7) hours per day, thirty-five (35) hours per week, 8:30 am to 4:30 pm, exclusive of a one-hour unpaid meal period, Monday through Friday.

- (b) Building Custodians

Normal hours of work for full-time Building Custodian job class employees shall be eight (8) hours per day, forty (40) hours per week, exclusive of a one-half hour unpaid meal break, Monday through Friday.

(c) Part Time Employees

The hours of work shall be as required by the Employer for part-time employees and the Employer does not guarantee any hours of work per day or days of work per week with respect to any part-time employee covered by this Agreement.

15.03 Employer's Right to Alter Normal Hours of Work

It is understood and agreed that the Employer reserves the right to alter the normal hours of work and/or the work week to deliver services and to meet the needs of its clients. The Employer will provide prior notice to the Union.

15.04 Overtime

(a) Overtime Defined

Overtime is defined as all-time worked in excess of the 35 (or 40 for Building Custodians) normal hours of work per week, unless otherwise noted in this agreement. For Building Custodians, overtime is mandatory when required by the Employer during an emergency requiring maintenance services.

(b) Pre-Approval of Overtime

All hours in excess of the normal hours must be pre-authorized or pre-approved by the Supervisor.

(c) Overtime Pay or Time Off in Lieu of Overtime Pay

For all overtime hours, employees working in excess of 35 (or 40 for Building Custodians) per week shall receive, at the employee's option, either, pay at time and one-half (1 ½) the employee's regular straight time hourly rate for all hours so worked, or time off in lieu of overtime pay at the rate of time and one-half (1 ½).

15.05 Scheduling of Time Off in Lieu of Paid Overtime

Time off in lieu of paid overtime will be scheduled by mutual agreement between the Employer and the employee within thirty (30) days following the pay period in which the overtime was worked. The 30-day time frame may be extended at the sole discretion of the Manager. If the Employer and the employee cannot mutually agree upon such time, the Employer will schedule the time off at their discretion. In all cases, all banked time will be paid out in January at the applicable rate that the time was earned in the previous calendar year.

15.06 No Duplication of Premium or Pyramiding of Overtime

It is understood and agreed that there will be no duplication of premiums under this Agreement or pyramiding of overtime.

15.07 Rest Breaks

The Employer shall recognize one paid fifteen (15) minute break period in each half of the employee's shift to be scheduled by the Employer.

15.08 Clean-Up Time (Building Custodians)

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

ARTICLE 16 – WAGES AND OTHER COMPENSATION

16.01 Wage Rates

For the purpose of calculating any benefit under this Agreement to which an employee is entitled, the wage rates set out in Schedule "A" are attached hereto and form part of this Agreement.

16.02 Rate of Pay on Promotion to Higher Job Classification

When an employee is promoted from one classification to a higher job classification (higher pay group) the employee shall be paid at the rate set out in the wage schedule for such classification so that he will not be earning the same or less money than prior to the promotion. Progression on the new pay scale shall be based upon the criteria set out in Schedule "A" based on the date of entry into the new pay grid.

16.03 Rate of Pay on Temporary Assignment Outside the Bargaining Unit

In the event the Employer specifically assigns an employee to temporarily perform the responsibilities of a classification outside of the bargaining unit, such employee shall be paid for the duration of the assignment at a premium of five (5) percent of the employee's regular straight time hourly rate.

16.04 Rate of Pay on Temporary Assignments Within the Bargaining Unit

(a) Assignment to Higher Rated Job

In the event that the Employer specifically assigns an employee to perform responsibilities of a higher classification in the bargaining unit, such employee will be paid at the lowest rate on the higher grid that would provide an increase to the employee.

(b) Assignment to Lower Rated Job

In the event that the Employer specifically assigns an employee to perform responsibilities of a lower classification in the bargaining unit their rate shall not be reduced during the temporary assignment.

16.05 Rate of Pay for Students

A Student is defined as an Employee who is presently enrolled in a recognized educational institution and is returning to school in the next term. Students are generally hired between May and September of each year and their employment will end no later than September 15th of each year he/she is employed by the Employer. Students will not be entitled to any benefits, will not accrue any seniority, will be required to pay union dues and as such will be members of the CUPE Local 4357 bargaining unit. The rate of pay for the Student will be \$15.00 per hour or minimum wage, whichever is greater, for the duration of the collective agreement (no increases during the term of the collective agreement).

16.06 Call-Backs (Building Custodians)

A Building Custodian employee who leaves their place of work after completing a regularly schedule shift, and who is subsequently called back for one or several emergencies, prior to the starting time of the next schedule shift shall be paid a minimum of three (3) hours of overtime, i.e. at time and one half (1 ½) the employees basic hourly rate. However, if the Building Custodian completes the emergency(s) and has returned to their residence and receives an additional emergency call then this will be treated as an additional call and they will be paid for another minimum call back of three hours of overtime.

16.07 Mileage Allowance

Mileage rates, per km, paid to employees required to use their personal vehicles on the Employer's business with the approval of the Employer shall be paid at a reasonable rate, as approved by the Board of Directors, and in accordance with policy FM-06. The reimbursement shall be paid at the greater of the total mileage at the rate approved by the Employer or \$5.00 (five dollars) per day.

Housing Services Building Custodians will be subject to the Social Housing Building Custodian mileage reimbursement chart, specific to this position classification, which establishes daily mileage rates for travel between the Building Custodians' assigned buildings. Travel other than between the Building Custodians' assigned buildings shall be subject to the Employer's policy as set out above.

16.08 Safety Footwear (Building Custodians)

The Employer will supply work tools and protective clothing as required, including reasonable reimbursement up to a maximum of \$300.00 for safety footwear each calendar year. Safety footwear must be applicable to the workplace (CSA approved) and the original receipt only must be provided to the Employer in accordance with the Employer's reimbursement of expense Policy.

16.09 Winter Outer Wear

The Employer will provide Building Custodians with the appropriate winter wear including winter jacket and winter gloves/mitts with the appropriate health and safety reflective identification every two (2) calendar years. Building Custodians will be reimbursed for reasonable costs associated with the purchase of supervisor-approved black snow pants every 2 calendar years.

16.10 Standby

Building Custodians are required to remain available for duty on standby, outside the normal working hours, at scheduled intervals. Employees shall receive bi-weekly standby pay in the amount of \$125.00 for all hours on standby.

ARTICLE 17 – STATUTORY AND PAID HOLIDAYS

17.01 Holidays

(a) Paid Holidays

In accordance with the *Employment Standards Act, 2000*, full-time, part-time and temporary/ contract employees, regardless of how recently they were hired or how many days they worked before the public holiday, who qualify under Article 17.03 hereunder shall receive the following paid holidays, calculated in accordance with Article 17.03 of the agreement.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	One-half day before Christmas Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One-half day before New Year's
Civic Holiday	

(b) Amendments to Recognize Additional Paid Holidays

In the event the *Employment Standards Act, 2000* is amended to recognize additional paid holidays, the additional days shall be added to the list set out above.

17.02 Holiday Pay Defined

Holiday pay is defined as the amount of regular straight time hourly pay exclusive of premiums, which an employee would have received had he worked a normal shift on the holiday in question.

17.03 Eligibility for Holiday Pay

Holiday pay shall be calculated in accordance with the *Employment Standards Act, 2000* as amended from time to time (ie. all regular wages earned by the employee in the four (4) weeks before the work week in which the paid holiday occurs, plus all the vacation pay payable to the employee with respect to the four (4) work weeks before the week with the paid holiday, divided by 20). This calculation will be used unless an employee's status is full-time and the employee is employed in a full-time capacity and the individual is consistently and regularly paid for full-time hours, at which time the employee will receive the equivalent of one (1) full regular day's pay off work and be paid the holiday pay.

In order to qualify for pay for a holiday (holiday pay), an employee shall complete a full scheduled shift on each of their working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:

- i. verified illness or accident which commenced in the five (5) calendar day period prior to the holiday;
- ii. layoff, which commenced in the five (5) calendar day period prior to the holiday;
- iii. vacation granted by the Employer;
- iv. the employee's regular scheduled day off;
- v. approved leave of absence.

17.04 Holiday Pay Entitlement to Supersede Sick Leave Pay

A full-time employee entitled to holiday pay hereunder shall not receive sick leave pay to which he may otherwise have been entitled.

17.05 Holiday Shift Premium

An employee who qualifies for holiday pay under the provisions of this Article and is required to work on any of the above-named holidays shall be paid time and one-half (1-1/2) the employee's regular straight time hourly rate for all hours worked.

In addition, the employee will have another working day substituted for the holiday by the Employer within thirty (30) calendar days after the holiday or such other time as the parties may mutually agree upon. Failing such mutual agreement, the substitute date will be scheduled by the Employer.

17.06 Consequences of Failure to Work Holiday Shift

An employee who is scheduled to work on a paid holiday and who fails to do so shall lose his entitlement to holiday pay unless the employee provides a reason for such absence which in the opinion of the Employer is legitimate.

17.07 Vacation Extension Due to Paid Holiday

If a paid holiday falls during an employee's vacation, their vacation shall be extended accordingly, provided the employee qualifies for the holiday pay

17.08 Saturday Holiday Observance

When any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.

17.09 Sunday Holiday Observance

When any of the above-noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the Employer shall declare the following Monday as the holiday for the purpose of this Agreement. Where the preceding already applies to the Monday, the Employer shall declare the previous Friday or the Tuesday to be the holiday for the purpose of this Agreement.

ARTICLE 18 – VACATION (FULL-TIME EMPLOYEES)

18.01 Full Time Employees: Vacation Calculation Date

Full-Time employees earn vacation in one year and take this earned paid vacation in the following year.

Effective December 31, 2006, full-time employees working for the Employer shall be entitled to vacation computed on the following basis and calculated as of the cut-off date of December 31st each year:

- a) employees who have completed less than one year of continuous service as of December 31st shall be entitled to an annual vacation of 1.25 days for each completed month of service with pay at the employee's regular straight hourly rate.

Time off without pay during the first years of employment, until full paid vacation entitlement is earned, will be authorized per the Employer's vacation approval process, and calculated on a pro-rata basis using the employee's official start date.

- b) employees who have completed one or more years of continuous service, but less than four (4) years of continuous service as of December 31st shall be entitled to an annual vacation of three (3) weeks with pay at their regular straight hourly rate.

- c) employees who have completed four (4) or more years of continuous service, but less than ten (10) years of continuous service as of December 31st shall be entitled to an annual vacation of four (4) weeks with pay at their regular straight hourly rate.
- d) employees who have completed ten (10) or more years of continuous service, but less than eighteen (18) years of continuous service as of December 31st shall be entitled to an annual vacation of five (5) weeks with pay at their regular straight hourly rate.
- e) employees who have completed eighteen (18) or more years of continuous service as of December 31st shall be entitled to an annual vacation of six (6) weeks with pay at their regular straight hourly rate.
- f) in addition to the foregoing entitlement, full-time employees will receive one (1) additional vacation day at their regular straight time hourly rate for each year of continuous service with the Employer after twenty-five (25) years of service.

18.02 Year to Year Carryover

Vacation shall not be cumulative from year to year. However, employees may carry over a maximum of up to five (5) vacation days. The Employee's Immediate Supervisor must be notified of such carry over by no later than November 15th each year. It is agreed and understood that the vacation carried forward must be taken in the following year.

18.03 Entitlement on Termination

An employee terminating their employment at any time shall be entitled to any earned but unused vacation.

18.04 Scheduling

The Employer shall schedule vacations in accordance with the following guidelines:

- (a) Employer to Determine Number of Employees Absent
The Employer shall make the sole determination as to the number of employees that can be absent on vacation at any one time.

(b) Scheduling Mutually Arranged

The time of vacation for each employee each year will be mutually arranged between the employees and the Employer, taking into account adequate coverage and proper care of the operations.

Should the parties be unable to mutually agree upon the time by July 1st in any given year, the decision will be that of the Employer.

(c) Vacation Requests

i. Requests for Vacation January to June:

Vacation requests submitted to an immediate supervisor (or designate) for the period January 1 to June 30 by November 1st of each year, will be approved based on the seniority of the affected employees in the event of requested date conflicts. Employees will be advised of vacation approvals no later than December 1st of each year.

ii. Requests for Vacation July to December:

Vacation requests submitted to an immediate supervisor (or designate) for the period July 1 to December 31 by March 1st of each year, will be approved based on the seniority of the affected employees in the event of requested date conflicts. Employees will be advised of vacation approvals no later than April 1st of each year.

(d) Settlement of Vacation Requests Conflicts for Equal Seniority

If there is a dispute over a vacation date between employees, seniority of an employee shall be the governing factor, provided that the senior employee's vacation request was submitted in accordance with the requirements of this Collective Agreement. In the event seniority is equal a draw will be held by the Employer to determine who is chosen first.

(e) Vacation Requested After Stipulated Dates

Vacation requested after the stipulated dates shall be considered on a first request received basis.

(f) Maximum Consecutive Days

Of an employee's vacation entitlement, the employee may take a maximum of ten (10) days at any one time, except by mutual agreement with the Employer.

- (g) Where an employee's scheduled vacation is interrupted due to a bereavement, the employee shall be entitled to bereavement leave in accordance with Article 19.03 . The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.
- (h) Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall be considered sick leave. Such absences must be substantiated by providing satisfactory medical documentation to the Employer per Article 20.03.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

18.05 Vacation Entitlement Reduced Due to Unpaid Leave

An employee's vacation entitlement (pay plus time off) shall be proportionately reduced for absences due to unpaid illness (including workers' compensation), leaves of absence or other unpaid periods which exceeds thirty (30) cumulative days during the twelve (12) months during which the employee is qualifying for vacation. This provision shall not apply to persons on pregnancy or parental leave during the time stipulated by the *Employment Standards Act, 2000*.

18.06 Part-Time and Temporary/Contract Employees

Part-time and temporary/contract employees shall be entitled to vacation with pay of four (4) percent of the employee's regular straight time hourly rate to be paid to the employee each pay date.

ARTICLE 19 – LEAVES OF ABSENCE

19.01 Personal Leave (Full-Time Employees Only)

The Employer may in its sole discretion grant a leave of absence without pay to any employee who has successfully completed the probationary period for legitimate personal reasons provided the employee can be spared having due regard for the proper and efficient operation of the Employer and the needs of the Employer. Application for such leave shall be made in writing to the Employer as far in advance as possible, but in any event at least four (4) weeks prior to commencement of the leave. The four (4) week period will be waived in circumstances where such notice in advance would in the circumstances be impossible. The application must clearly state the reason for the leave of absence and the duration of such absence.

19.02 Pregnancy/Parental Leave

Pregnancy Leave

- (a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, 2000, S.O. 2000, c. 41, as amended from time to time, except where amended by this provision.
- (b) The employee shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time shall also furnish the Employer with a medical certificate stating the expected birth date.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- (d) An employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings.

- (e) Such payment shall commence following completion of the one-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 benefits and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

The Employer will pay the employee ninety-three percent (93%) of her normal weekly earnings during the first (1) week period of the leave while waiting to receive Employment Insurance benefits.

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

- (f) Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- (g) The Employer will pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating as per applicable legislative guidelines regarding OMERS, for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- (h) Subject to any changes to the employee's status which would have occurred had she not been on pregnancy leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

Parental Leave

- (a) Parental leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000*, S.O. 2000, c. 41, as amended from time to time, except where amended by this provision.

- (b) An employee who qualified for parental leave, other than an adoptive parent, shall give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) An employee who is an adoptive parent shall advise the Employer as far in advance as possible of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally, and subsequently verified in writing.
- (d) An employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof.
- (e) An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the *Employment Standards Act*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between ninety-three percent (93%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the one-week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of eleven (11) weeks.

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

The Employer will pay the employee ninety-three percent (93%) of their normal weekly earnings during the first (1) week period of the leave while waiting to receive Employment Insurance benefits. The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not

reduced or increased by payments received under the plan.

- (f) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while an employee is on parental leave.
- (g) The Employer will pay its share of the contributions of the subsidized employee benefits, including pension plan in which the employee is participating as per applicable legislative guidelines regarding OMERS, for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise, while the employee is on parental leave.
- (h) Subject to any changes to the employee's status which would have occurred had they not been on parental leave, the employee shall be reinstated to their former duties, on the same shift in the same department, and at the same rate of pay.

19.03 Bereavement Leave

- (a) Spouse, Child, Grandchild or Parent

In the case of death of an employee's spouse, child, grandchild, parent or parent-in-law, the employee will be protected against loss of their regular straight time hourly pay for scheduled work for five (5) business days.

- (b) In the case of death of other "immediate family" of an employee covered by this Agreement, including the employee's brother, sister, grandparent or great-grandparent, brother or sister-in-law, son or daughter-in-law, step-parent and spouse's grandparent or great-grandparent, the employee will be protected against loss of their regular straight time hourly pay for three (3) business days.
- (c) Where there are unusual or unique situations, requests shall be made for an extension for the time frame for taking bereavement leave with the immediate supervisor. Such requests shall not be unreasonably withheld.
- (d) In the event of a memorial or interment separate from the leave above, an employee may save a portion of the days identified above to attend the interment or services.

- (e) In the case of death of the employee's aunt, uncle, niece or nephew, the employee will be protected against loss of their regular straight time hourly pay for one (1) business day. An employee shall seek their supervisor's approval to take this leave at least three (3) business days in advance of the date of the intended leave.

19.04 Jury Duty

An employee who has successfully completed the probationary period and who is required, and reports for jury duty in any court of law shall not lose pay at their regular straight time hourly rate, for all regularly scheduled hours which the employee would otherwise have worked because of such attendance provided that the employee:

- a) informs the Employer immediately upon being notified that the employee will be required to attend Court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received for such jury duty, excluding mileage, travelling and meal allowances and an official receipt thereof; and
- d) notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Employer for work during those regular hours of work or assignment that he is not required to attend court.
- e) Employees who are subpoenaed to attend Court in a case that directly arises out of the employee's job responsibilities, the employee shall not lose pay at their regular straight time hourly rate for such attendance.

19.05 Union Leave (For Full-Time Employees Only)

Leave of absence for union business may be granted without pay up to an aggregate maximum for all employees of twenty-five (25) days during each calendar year provided that such leave does not in the Employer's opinion interfere with the continuance of efficient operations of the Employer and does not in the Employer's opinion interfere with the proper care of the Employer's business and recipients thereof. Such leave shall be subject to the following conditions:

- a) not more than two (2) employees are to be absent on such leave at any given time; and not more than one employee is to be absent from any given "site" at any given time;
- b) a request must be made in writing and approved by the Employer at least four (4) weeks prior to the commencement of the function for which the leave is requested;
- c) such request shall state the general nature of the function to be attended as well as the dates subject to the request;
- d) the employees on such leave will be paid by the Employer who will be reimbursed fully by the Union for the amount paid the employee for wages, statutory benefits and pension. The Union agrees to reimburse the Employer within thirty (30) days of the date of the account.

19.06 Effect of Leave of Absence (Full-Time Employees Only)

In the event of an employee's absence without pay from the Employer exceeding thirty (30) continuous calendar days, the employee shall not accumulate service for the duration of the absence after 30 continuous calendar days. During such absence, employees will accumulate seniority for up to ninety (90) calendar days only. Any benefits received by either full-time employees or regular part-time employees that is based on service and/or seniority shall be appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly.

During such absence, full-time employees will be responsible for full payment of all premiums for benefits in which the employee is participating and for which the employee is normally responsible. The full-time employee must arrange with the Employer to prepay to the Employer the full premium of such employee benefits for the entire period of the leave to ensure the employee's continued coverage.

ARTICLE 20 – SICK LEAVE (FULL-TIME EMPLOYEES ONLY)

20.01 Purpose of Sick Leave

Paid sick leave is for the sole and only purpose of protecting the employee against loss of income when the employee themselves is legitimately ill and is unable to attend work due to health reasons or non work-related injury.

Notwithstanding the paragraph above, a permanent full-time employee shall be entitled to use up to five (5) days (35 hours or 40 hours for Building Custodians) of any sick leave accrued per calendar year under Article 20.02 for family/home responsibility issues. If these days are not used in a calendar year, they revert back to sick leave at the end of the year. These days cannot be carried over as family/home responsibility leave from year to year.

It is the Employer's intent to have employees who have been absent return to work and resume their regular duties and full-time hours as soon as it is reasonably possible, and the Employee and Union have an obligation to cooperate in that regard.

20.02 Sick Leave Accrual

All full-time employees shall accumulate one sick day per month of "actual active employment" up to a maximum cumulative total of one-hundred and twenty-five (125) sick days. Under no circumstances shall the employee's sick bank exceed one hundred and twenty-five (125) sick days. There shall be no cash payout of any unused sick time in an employee's bank at the time that employment with the Employer ceases. "Actual active employment" means the employee was at work and/or paid by the Employer for a minimum of ten (10) days in the month.

Employees are eligible for sick leave, paid at 100% of their regular straight time hourly rate in effect on the last day actively at work, after they have completed three (3) months of active service from their official start date.

20.03 Medical Certificates

A medical/ functional abilities certificate may be requested for absences under seven (7) business days. In the event of an employee's absence from work for less than seven (7) business days, the Employer may

require the employee to provide a medical certificate, satisfactory to the Employer.

Medical / Functional Abilities Certificate Required

Notwithstanding the above, for all absences of seven (7) business days or more, the employee will provide a medical certificate that is satisfactory to the Employer to either: confirm the employee is fit to return to work, with or without restrictions; or, to confirm the employee's ongoing absence (with an updated certificate provided at least every four (4) weeks, or upon the Employer's request).

Health practitioners are required to complete the DTSSAB's Health Questionnaire and Functional Abilities Form; otherwise, to be deemed satisfactory a medical certificate must contain all relevant information requested on the Employer's form, including the employee's limitations and prognosis for expected return. Upon receipt of a paid invoice, the Employer shall reimburse the employee up to \$80 if there is a charge by the health care professional.

The employee will make reasonable efforts to ensure that the information contained in the medical documentation is consistent with the requests of the Employer, as outlined in this Article; otherwise, the Employer reserves the right to withhold an employee's sick leave pay until satisfactory documentation is provided.

As a pre-requisite to sick leave payment, or if the employee's sick leave bank has no days remaining, any absence due to illness, whether or not covered by the provision of this article, may, at the Employer's request require verification by a medical certificate that is satisfactory to the Employer.

20.04 Required Notification

In order to qualify for salary protection as outlined above, employees suffering illness must notify their supervisor or designated representative of the Employer as soon as the employee is aware of the inability to attend work prior to the commencement of the employee's scheduled shift on the first day of sick leave and on each subsequent day that the employee is unable to attend work, until such a time as satisfactory medical documentation outlining such is provided.

Employees failing to report as per the Employer's requirements

will be treated as absent without leave, excepting in extreme circumstances, and may be subject to Article 11.01 (c) of the collective agreement.

Where the Supervisor or designated representative of the Employer cannot be reached, the employee must report to Human Resources Department.

20.05 Reporting Return to Duty

Employees shall notify their supervisor or designated representative by 9:00 a.m. the day before reporting back for duty following an absence due to illness or injury of two (2) weeks or more. In the event of an absence due to illness or injury of four (4) weeks or more, the notification shall be made by 9:00 a.m. two (2) days before reporting back for duty. Failure to do so may result in an employee being prevented from returning to work for an additional shift (unpaid).

Where the Supervisor or designated representative of the Employer cannot be reached, the employee must report to Human Resources Department.

20.06 Sick Leave Usage Report to be Made Available

The Employer agrees to make available to the Union, when requested, a copy of a report showing each employee's sick leave usage.

20.07 Original Medical Certificates

Original medical certificates shall be provided to the Employer as soon as possible and in all cases no later than upon initial return to work. Copies (faxed, scanned or other) shall be accepted only until the original documentation is supplied.

20.08 Communication During Absence

It is the employee's responsibility to maintain communication with their Supervisor regarding any changes to the employee's condition which may shorten or lengthen the duration of their absence from work in order for the Supervisor to continue to appropriately schedule relief during the employee's time away and/or make alternate necessary arrangements for covering the employee's workload during their absence. Ongoing and open communication is important to allow Management to prepare for and coordinate the employee's return to work.

ARTICLE 21 – HEALTH & BENEFITS (FULL-TIME EMPLOYEES AND FULL-TIME TEMPORARY/ CONTRACT EMPLOYEES ONLY)

21.01 Employer Paid Benefits

The Employer agrees to pay for each of the benefit plans listed below except long-term disability, a percentage (as indicated below) of the present monthly billed premium of the various insurance plans set out below with the employee paying the balance through payroll deduction. Eligibility and entitlement under any of the following plans shall be subject to the terms and conditions of the plan and the requirements of the carrier as administered by the carrier. The Employer's only obligation under this provision is to pay the appropriate premiums under the various insurance plans.

Permanent full-time employees and full-time temporary/contract employees only may participate in the benefits plan following a standard three (3) month waiting period based on continuous full-time employment as of the employee's official start date as a full-time employee.

The Human Resources department must be notified in writing of any changes to benefit-related information (e. g. dependent changes, changes to coverage required (family or single coverage), etc.) within twenty-one (21) days of the change taking effect as this information must be current at all times. Failing to do so may result in the employee being responsible for reimbursing the Employer the cost of any additional expenses incurred to the benefit plan because of the employee's failure to notify of this change.

21.02 Benefits

(a) Group Life Insurance

The Employer agrees to pay 100% of the present monthly billed premium rate of a Group Life Insurance Plan for each full-time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of the Plan.

(b) Extended Health Care Plan

- i. The Employer agrees to contribute 100% of the

present monthly-billed premium of an extended Health Care Plan for each eligible employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of such Plan.

- ii. It is understood and agreed that the drug plan will cover generic drugs and single source drugs at 100% and brand name drugs at 60%. In the event that an employee has attempted to use generic drug(s) and it becomes medically contraindicated, and provided that all other generic drug options have been exhausted, the employee shall be eligible for 100 % coverage for the brand name drug coverage provided that their doctor has completed the necessary authorization form provided by the benefits insurer and same is subsequently authorized by the Employer.

(c) Long-Term Disability

All full-time active employees, excluding temporary/contract employees, eligible for coverage, agree to pay one hundred percent (100 %) of the premium of the long-term disability plan subject to the terms and conditions of such Plan.

Eligible employees who become disabled and are subsequently approved for Long-Term Disability (LTD) benefits after December 1, 2013 will be entitled to extended healthcare (EHC) and dental benefits for a maximum period of twenty-four (24) months after the date of their disability. During this period, the same cost sharing arrangements will continue to apply.

(d) Dental Plan

- i. The Employer agrees to contribute one-hundred percent (100%) of the present monthly billed premium of a Dental Plan for each full-time employee in the active employ of the Employer, eligible for coverage, subject to the terms and conditions of such Plan.
- ii. The current O.D.A. fee schedule.

(e) Pension Plan

All permanent full-time employees in the active employ of the Employer shall participate in the pension plan as a term and condition of employment. All other employees may qualify to participate in the pension plan by meeting OMERS' eligibility requirements.

21.03 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan provided the benefits conferred by each Plan are not in total decreased.

21.04 Employer Not Precluded From Exercising Right to Discharge

It is understood and agreed that the provisions of this Article and of Article 20 –Sick Leave do not preclude the Employer from exercising its right to discharge employees for just cause, including innocent absenteeism. This does not interfere with an employee’s right to grieve such discharge on the merits.

21.05 Employer Relieved of Premium Payments

The Employer is relieved of its responsibility for premium payments in circumstances where the employee is absent in accordance with the effect of absence provision, Article 19.06.

ARTICLE 22 – GENERAL

22.01 Employee Contact Information

In the context of the Collective Agreement provisions, it is the employee’s responsibility to ensure his name, address and telephone number are current at all times. Benefit related information shall be maintained in accordance with Article 21.01.

In this regard, the Director of Human Resources must be notified in writing of any changes to the above-noted data within twenty- four (24) hours of the change.

If the employee fails to do this, the Employer will not be responsible for failure to notify.

Business days exclude Saturdays, Sundays and statutory holidays.

22.02 HR/Personnel Files

Once per calendar year, an employee shall be permitted to review their HR/personnel file in the presence of the Director of Human Resources, or designate. The employee shall provide such request in writing to the Director of Human Resources and such review shall be scheduled by the Director of Human Resources (or designate).

22.03 Pay Equity

The parties acknowledge that pay equity has been achieved at

DTSSAB. In order to complete the annual maintenance process under applicable pay equity legislation, the parties agree to meet annually in the fall.

22.04 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 he/she be required to make up, in any way, for time lost due to not reporting to work.

22.05 Printing of the Collective Agreement

It is mutually agreed that the expense for printing the Collective Agreement shall be shared by both parties equally.

ARTICLE 23 – DURATION OF AGREEMENT

23.01 This Agreement shall remain in effect to and including December 31, 2025. Notice to bargain shall be sent to the other party within ninety (90) days of the termination date of this Collective Agreement noted herein.

Signed at Kirkland Lake this 6 day of May 2024.

FOR THE UNION:

Nicole Ducharme
Nicole Ducharme (Apr 30, 2024 08:00 EDT)

Leslie Symons
Leslie Symons (Apr 30, 2024 09:24 EDT)

Ec Whelan
Ec Whelan (May 3, 2024 13:37 EDT)

FOR THE EMPLOYER:

M. Stewart

Janice Horan

[Signature]

Steve Cox
Steve Cox (May 7, 2024 16:08 EDT)

SCHEDULE "A" – WAGES

Effective January 1, 2023, add the following across the board to the wage schedule in effect December 31, 2022 - 4.0%

Effective January 1, 2024, add the following across the board to the wage schedule in effect December 31, 2023 – 2.0%

Effective January 1, 2025, add the following across the board to the wage schedule in effect December 31, 2024, - 2.0%

Retroactivity shall be paid within thirty (30) days of ratification based on hours worked since January 1, 2023.

SALARY SCHEDULE – 2023

Classifications			Step 1	Step 2	Step 3	Step 4	Step 5
Band		Points					
8	Payroll and Benefits Coordinator	385	58,040 31.89	60,624 33.31	63,354 34.81	66,175 36.36	69,178 38.01
360-	Financial Analyst	380					
391	Children Services Quality Assurance Coordinator	365					
	Housing and Community Outreach Coordinator	365					
	Eligibility Review/Case Presenting Officer	365					
7	Ontario Works Caseworker	345	54,964 30.20	57,221 31.44	59,641 32.77	62,135 34.14	64,792 35.60
328-359	Children Services Eligibility Worker	335					
	Housing Services Program Assistant – Maintenance Services	328					
7a	Housing Services Building Custodian	352	54,974 26.43	57,242 27.52	59,634 28.67	62,130 29.87	64,771 31.14
6	Program Assistant	325	50,032 27.49	52,198 28.68	54,327 29.85	56,584 31.09	58,932 32.38
296-327	Accounts Payable Finance Clerk	315					
	Housing Services Program Assistant – Tenant Services	312					
	Case Aide	300					
	Housing Services Clerk	300					
5	n/a		45,318 24.90	47,156 25.91	49,031 26.94	51,015 28.03	53,071 29.16
264-295							
4	n/a						
232-263							
3	Receptionist	220	42,988 23.62	44,626 24.52	46,410 25.50	48,230 26.50	50,177 27.57
200-231							

7a - This position is a 40-hour work week

Summer Student - \$15.00 per hour or minimum wage, whichever is greater (no increases during the term of the Collective Agreement)

SALARY SCHEDULE – 2024

Classifications Band	Points	Step 1	Step 2	Step 3	Step 4	Step 5
8 Payroll and Benefits Coordinator	385	59,205 32.53	61,844 33.98	64,628 35.51	67,504 37.09	70,561 38.77
360- 391 Financial Analyst Children Services Quality Assurance Coordinator Housing and Community Outreach Coordinator Eligibility Review/Case Presenting Officer	380 365 365 365					
7 328- 359 Ontario Works Caseworker Children Services Eligibility Worker Housing Services Program Assistant – Maintenance Services	345 335 328	56,056 30.80	58,367 32.07	60,843 33.43	63,372 34.82	66,084 36.31
7a Housing Services Building Custodian	352	56,077 26.96	58,386 28.07	60,819 29.24	63,378 30.47	66,061 31.76
6 296- 327 Program Assistant Accounts Payable Finance Clerk Housing Services Program Assistant – Tenant Services Case Aide Housing Services Clerk	325 315 312 300 300	51,033 28.04	53,235 29.25	55,419 30.45	57,712 31.71	60,115 33.03
5 264- 295 n/a		46,228 25.40	48,103 26.43	50,014 27.48	52,034 28.59	54,127 29.74
4 232- 263 n/a						
3 200- 231 Receptionist	220	43,844 24.09	45,518 25.01	47,338 26.01	49,195 27.03	51,178 28.12

7a - This position is a 40-hour work week

Summer Student - \$15.00 per hour or minimum wage, whichever is greater (no increases during the term of the Collective Agreement)

SALARY SCHEDULE – 2025

Classifications Band	Points	Step 1	Step 2	Step 3	Step 4	Step 5
8 360-391	Payroll and Benefits Coordinator Financial Analyst Children Services Quality Assurance Coordinator Housing and Community Outreach Coordinator Eligibility Review/Case Presenting Officer	385 380 365 365 365	60,388 33.18 63,081 34.66 65,920 36.22 68,851 37.83 71,981 39.55			
7 328-359	Ontario Works Caseworker Children Services Eligibility Worker Housing Services Program Assistant – Maintenance Services	345 335 328	57,184 31.42 59,532 32.71 62,062 34.10 64,646 35.52 67,413 37.04			
7a	Housing Services Building Custodian	352	57,200 27.50 59,550 28.63 62,026 29.82 64,646 31.08 67,392 32.40			
6 296-327	Program Assistant Accounts Payable Finance Clerk Housing Services Program Assistant – Tenant Services Case Aide Housing Services Clerk	325 315 312 300 300	52,052 28.60 54,309 29.84 56,529 31.06 58,859 32.34 61,316 33.69			
5 264-295	n/a		47,156 25.91 49,067 26.96 51,015 28.03 53,071 29.16 55,201 30.33			
4 232-263	n/a					
3 200-231	Receptionist	220	44,717 24.57 46,428 25.51 48,285 26.53 50,177 27.57 52,198 28.68			

7a - This position is a 40 hour work week

Summer Student - \$15.00 per hour or minimum wage, whichever is greater (no increases during the term of the Collective Agreement)

Letter of Understanding – Pilot Hybrid Working Agreement

The parties agree to form a Hybrid Working Agreement Task Force to create a draft Pilot Hybrid Working Agreement (“PHWA”).

The size of the Task Force will be at the employer’s sole discretion and will be confirmed within one month of ratification. The Task Force will be comprised of an equal number of bargaining unit members and management employees.

The Task Force will meet at least bi-monthly in order to complete its tasks. The first meeting of the Task force will take place no later than two months following ratification.

At the first meeting of the Task Force, the following decisions will be made:

- Setting meeting frequency and schedule for the Task Force
- Timeframe for the finalization of a draft PHWA
- The means through which employees will be consulted about the PHWA

Signed at Kirkland Lake this 6 day of May 2024.

FOR THE UNION:

Nicole Ducharme
Nicole Ducharme (Apr 30, 2024 08:00 EDT)

Leslie Symons
Leslie Symons (Apr 30, 2024 09:24 EDT)

Ec Whelan
Ec Whelan (May 3, 2024 13:37 EDT)

FOR THE EMPLOYER:

M. Stewart

Janice Kerzner

[Signature]

Steve Cox
Steve Cox (May 7, 2024 16:08 EDT)