COLLECTIVE AGREEMENT

BETWEEN

PETERBOROUGH
HOUSING
CORPORATION

PETERBOROUGH HOUSING CORPORATION

AND

CUPE·SCFP Canadian Union of Public Employees
Syndicat canadien de la fonction publique

AND IT'S LOCAL 504.02

January 1, 2025 – December 31, 2028

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ARTICLE 1 – DEFINITIONS

1.01 (a) "Employee" means a person in the bargaining unit described in Article 2.

(b) "Probationary Employee" means one who is employed in the bargaining unit and has not acquired seniority.

(c) "Permanent Employee" means an employee who has acquired seniority.

(d) "Full-time Employee" means one who is regularly employed for the normal hours per week as set out in Article 13.

(e) “Permanent Part-time Employee" means an employee who works less than a full-time employee on a regular, continuing basis.

(f) “Temporary Employee" means an employee who has been hired to replace a permanent or probationary employee while on sick leave, W.S.I.B., pregnancy leave and/or parental leave, LTD, special or compassionate leave, educational leave, while seconded to a management or bargaining unit excluded position or while participating in a career development opportunity or where funds are available, for a position of a definite term or during peak workload for periods of more than thirty (30) calendar days but not in excess of 365 calendar days or 18 months (in the case of pregnancy and/or parental leave coverage only). This may be extended with the Union’s written permission. Such requests will not be unreasonably denied.

(g) “Building Attendant” - a person retained by the Peterborough Housing Corporation for purposes outlined in Appendix B of the agreement. The only terms and conditions of the agreement that apply to Building Attendant shall be as outlined in Appendix B, 'Memorandum of Understanding, which forms part of the Collective Agreement

(h) "Employer" means Peterborough Housing Corporation.

(i) “Working day” means Monday through Friday, excluding statutory holidays and other days the business is closed, unless otherwise specified. Articles which make reference to an individual employee’s working days are excluded from this definition.

ARTICLE 2 – BARGAINING UNIT

2.01 The employer recognized The Canadian Union of Public Employees as the exclusive bargaining agency for all of the employees of the Employer, save and except:

(a) Directors and Managers.

(b) Employees working in a confidential capacity related to Labour Relations.
(c) Students hired through government-sponsored funding initiatives.

2.02 (a) Where the duties of a bargaining unit position are significantly changed to the extent that the classification would change; the Union will be informed and shall be supplied with the revised job description and the job evaluation process shall be triggered.

(b) Where the duties of a bargaining unit position are changed the Union and every incumbent will be informed and shall be supplied with the revised job description.

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

(d) When a new classification is to be created, the parties shall meet within ninety (90) days to negotiate the wage rate for the new classification. If no agreement is reached between the parties, the employer will set the wage rate for the new classification.

Following this, either party may request that a mediator/arbitrator be appointed to assist the parties in resolving the disputed rate.

2.03 NO CONTRACTING OUT

The Employer agrees that they will not contract out work which results in the decrease of any hours of work of any bargaining unit employee and/or which results in a decrease in the complement of each Group (1 and 2).

2.04 TEMPORARY EMPLOYEES

(a) Articles 5.01 and 14 are the only Articles applicable to temporary employees as defined in Article 1.01(f).

(b) Notwithstanding Articles 1.01(f) and 2.01, it is understood that the Employer may require up to thirty (30) calendar days from the date of becoming aware of the need for a temporary replacement in order to fill such position.

(c) The thirty (30) calendar day period identified in 2.04(b) may be extended or otherwise amended by mutual agreement of the parties in order to fill the vacancy. Such request will not be unreasonably denied.

(d) The 18-month period identified in Article 1.01(f) may be extended or otherwise amended by mutual agreement of the parties. Such requests will not be unreasonably denied. In the event that there is a need for the temporary position beyond 18 months and the period is not extended, the temporary position will either:

(i) be abolished for a period of no less than 30 calendar days; OR

(ii) become a permanent full-time or permanent part-time vacancy and be posted in accordance with Article 9 – Staff Changes.

2.05 Correspondence to the Union arising out of this agreement or incidental thereto (including all grievance responses) shall be sent to the Secretary of the Union at its office with a copy to the Steward(s) of the Union.

2.06 The Union shall provide the Employer with a list of its Executive Officers within ten (10) working days of any change in representation who will be acting on behalf of the Union in matters pertaining to this agreement.

ARTICLE 3 – MANAGEMENT'S RIGHTS

3.01 The parties recognize that it is the exclusive function of the employer to manage the operations of the organization subject to the terms of the collective agreement.

Management's rights include, but are not limited to, the right to: determine function, complement, organization and location; determine assignment of work, work methods and procedures; hire; discipline; suspend; dismiss; promote; train; transfer; appraise; select, install and require the operation of any equipment or machinery.

ARTICLE 4 – DISCRIMINATION OR INTIMIDATION

4.01 (a) The Parties recognize and agree to abide by relevant legislation including but not limited to the Ontario Human Rights Code and the Occupational Health and Safety Act.

(b) The Employer agrees that no discrimination or intimidation will be practiced or permitted by any of their official officers, against any employee because of trade union membership or authorized and/or legal union activity.

4.02 (a) The Employer will have in place a current Harassment and Discrimination Policy, and a Workplace Violence and Prevention Policy.

(b) The Employer is committed to maintain a workplace where all workers are treated with dignity and respect and recognizes that every employee is entitled to a safe work environment free of violence, harassment, sexual

harassment and threatening behaviour.

(c) Allegations of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.

(d) The Parties agree to the definitions of discrimination, intimidation, harassment in the workplace as defined in the relevant acts of legislation.

ARTICLE 5 – COMPULSORY CHECK-OFF

5.01 The Employer in respect to each of the employees in the bargaining unit shall deduct union dues from each bi-weekly pay of each employee as the by-laws of the Union may from time to time provide and transfer such sums to the Secretary/Treasurer of the Local Union not later than the fifteenth (15) of the month following the date of such deduction, together with a list of all employees from whose wages the deductions have been made and the consolidated total of the regular gross monthly wages, excluding premium pay, paid to all employees. Such list shall also include the current contact information on file of each employee, including address, email and phone number as applicable.

5.02 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Section 5.01.

5.03 On commencing probationary employment, the Employer will provide each new employee with a copy of the Collective Agreement and inform the new employee of the conditions of employment and the rules and procedures in effect as an employee of the Peterborough Housing Corporation.

5.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Peterborough Housing Corporation for a period of up to one (1) hour during the employee's orientation period without loss of regular earnings.

The purpose of the meeting will be to acquaint the employee with such representative of the Union and the collective agreement.

Such meetings may be arranged collectively or individually for employees by the Peterborough Housing Corporation in consultation with Union.

ARTICLE 6 – LABOUR/MANAGEMENT NEGOTIATIONS

6.01 The Union shall provide the Employer with the names of its Negotiating Committee, and the Employer shall provide the Union with the names of the Employer's Negotiating Committee prior to commencement of negotiations. Any additions or deletions from the list of names provided shall be communicated to the other party without undue delay.

6.02 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings arranged with the employer. Further, the Union shall have the option of inviting the President of the composite 504 local or their designate to any meetings with the Employer.

6.03 In the event of one party wishing to call a meeting(s) of the Negotiating Committees the other party shall be notified. The meeting(s) shall be held at a time and place by mutual agreement.

6.04 The Employer and Union agree to share equally, the cost for meeting rooms used during negotiations and the cost of printing the Collective Agreement.

6.05 The Negotiating Committee shall have the right to attend meetings held within working hours in order to prepare amendments for the next Agreement up to a maximum of their (3) days per member. Such employees shall be paid at their regular rate of pay.

6.06 The Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate in negotiations, conciliation or interest arbitration, provided that not more than two employees at one (1) time shall be permitted such leave for any one set of negotiations.

ARTICLE 7 – SENIORITY

7.01 Seniority for all employees in the Employment of the Employer as of January 1, 2001 shall mean length of continuous and unbroken service with the Employer and all previous service with the Ontario Housing Corporation and all previous Housing Authorities. Seniority for the employee hired by the Employer after January 1, 2001 shall accrue retroactively to the date of hire, upon completion of a probationary period:

(a) for full time employees, 75 days actively worked but may be extended to 120 days actively worked, with written notice to the employee and the Union. It is understood that the days worked will include designated holidays.

(b) for permanent part-time employees, a period of 6 consecutive calendar months of active work, but may be extended to 9 consecutive calendar months of active work with written notice to the employee and the Union.

(c) Seniority will not accumulate for periods of unpaid leave of more than 365 calendar days, except where required by applicable legislation.

7.02 Seniority for permanent part-time employees will be calculated based on the employee's normal work week (excluding overtime) as follows:

1) Maintenance Employees
1-10 hours = 1/4 week seniority
11-20 hours = 1/2 week seniority
21-30 hours = 3/4 week seniority
31-40 hours = full week seniority

2) Administrative Employees
1-9 hours = 1/4 week seniority
10-18 hours= 1/2 week seniority
19-27 hours = 3/4 week seniority
28-35 hours = full week seniority

7.03 The Employer will maintain a seniority list for all employees as defined under Article 7.01. Seniority will be recorded in years, months, weeks and days and effective January 1, 1996 shall be calculated as of January 1 and July 1 of each year.

7.04 Employees and the Union will be provided by the Employer with an up-to-date seniority list in January and July of each year. The seniority list will show all employees, including employees on LTD., in order of seniority, stating the employee's name and classification.

7.05 Seniority shall be the primary consideration in determining preference or priority for transfers, demotions, layoffs, permanent reductions of the work force and recall.

7.06 LOSS OF SENIORITY

An employee will lose all seniority and employment shall be deemed to be terminated if the employee:

(a) Voluntarily terminates employment.
(b) Is discharged and the discharge is not subsequently reversed by the grievance procedure.
(c) Is absent for three (3) or more consecutive working days without properly notifying management, on the basis of abandonment of position, unless a justifiable reason is given.

ARTICLE 8 – LAY-OF F AND RECALL

8.01 SHORT-TERM LAY-OFF

(a) Where an employee is to be laid off for not more than four weeks in 12 consecutive months, i.e. consecutive and/or staggered days, the employer will identify the least senior employee within an affected classification as identified by Article 15 in a position with the Peterborough Housing Corporation to be laid off. The employee concerned shall receive four weeks' notice of layoff in writing, with a copy to the union.

(b) If more than one employee is to be laid off, the Peterborough Housing Corporation may implement rotational layoffs and/or corporate closures, ensuring that seniority is taken into account in the position identified.

(i) For a layoff of a set period of consecutive days, the employees to be laid off shall be given four weeks' notice in writing, with a copy to the union.

(ii) For layoffs involving single rotational days, the employees affected shall be given notice in writing, with a copy to the union, four weeks prior to the first layoff occurrence in the position identified.

(iii) For closure days affecting all bargaining unit employees in the Peterborough Housing Corporation, four weeks' notice shall be provided to both the employees and the union prior to the first closure day.

(c) Employees on temporary layoff shall not have access to displacement rights.

(d) When a position has been identified for short-term layoff, any temporary employee performing bargaining unit work shall be laid off before a permanent employee. This provision shall not apply to a temporary employee replacing a permanent employee on a leave of absence, or in cases where the temporary employee is performing work which no permanent bargaining unit employee is fully qualified to perform.

8.02 LONG-TERM LAY-OFF

Definition of Lay-off

A lay-off shall be defined as an elimination of a position and/or a reduction in hours of any full-time and/or part-time position.

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

(a) The Peterborough Housing Corporation will identify the least senior employee within the affected position as surplus, based on the seniority in effect as of that date within the Peterborough Housing Corporation.

(b) Where such an employee is identified as surplus, the employee will have the right to:

(i) Accept a reassignment to another permanent vacancy for which the surplus employee is qualified and capable of performing; or

(ii) Elect not to be reassigned to a permanent vacant position and work

the remainder of their notice period; or resign and receive the provisions of Article 8.04;

(iii) Where there is no vacancy under (a) a surplus employee may

(1) Displace an individual if that surplus employee has greater seniority and is capable and qualified to perform the duties of the position.

(2) Employees who intend to exercise displacement rights must indicate their decision in writing to the appropriate Director or designate not later than 10 working days from the date of receiving surplus notice.

(iv) Where any permanent employee is declared surplus and is assigned to a lower classification (including where displacements is necessary), the employee shall have the option to accept the salary of the lower classification or accept the lay-off, after a notice period of thirty (30) calendar days.

(v) For the purpose of this clause, surplus employee may displace an employee in a higher classification.

(vi) When a position has been identified for long-term layoff, any temporary employee performing bargaining unit work shall be laid off before a permanent employee. This provision shall not apply to a temporary employee replacing a permanent employee on a leave of absence, or in cases where the temporary employee is performing work which no permanent bargaining unit employee is fully qualified to perform.

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

8.04 When a permanent employee is to be laid off for more than eight (8) weeks, the employee shall be provided with eight (8) weeks notice in writing. If it is not possible for the employer to provide eight (8) weeks notice, the employee shall receive regular pay for the eight (8) weeks in lieu of working. A copy of this notice shall be sent to the Union Stewards and President of the CUPE local.

8.05 RECALL

An employee who is laid-off shall be provided, by registered mail or if employee so chooses then electronic mail at the employee's last known address, with copies of job postings for a period of twenty-four (24) months from the date of lay-off.

8.06 (a) The employee shall have ten (10) calendar days to respond to the job posting, after receipt of posting.

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

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

8.07 An employee who has been on lay-off for more than twenty-four (24) months shall lose all rights of recall and seniority.

8.08 Where an employee has been laid-off in accordance with this Article, and recalled within twenty-four (24) months, the period of lay-off shall not be included in determining the length of continuous service.

8.09 GRIEVANCE ON LAY-OFF AND RECALL

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

8.10 The employer shall not hire any new employee to perform work normally performed by bargaining unit employees while anyone is on layoff. It is understood that a new employee will not be hired if there is anyone on layoff who is capable and fully qualified to perform the available work.

ARTICLE 9 – STAFF CHANGES

9.01 NOTICE OF VACANCIES

(a) When a new position is created or when a permanent vacancy occurs within the Bargaining Unit, the Employer shall immediately notify the Union in writing with a copy to each employee of the Employer so that employees will know about the vacancy or new position.

Employees who have been on leave for less than 24 months or a leave of absence, who make a request in writing, will receive a copy of the notice of vacancy by mail or if employee so chooses then electronic mail, to the last known address on record.

(b) When a temporary assignment initially occurs within the Bargaining Unit because of:

(i) pregnancy leave;
(ii) secondment to a management or bargaining unit excluded position;
(iii) participation in career development;
(iv) educational leave of at least three (3) months;
(v) the availability of funds for a temporary position allowing for the hiring of a person for a definite term;
(vi) or other absences of 3 months or more.

The employer shall immediately notify the union in writing and provide notices of the posting to each employee within the Peterborough Housing Corporation for a minimum of one (1) week so that employees will know about the assignment.

(c) Subsequent temporary assignments, resulting from an assignment under 9.01, may also be posted where the Employer determines that it is operationally feasible.

9.02 Such notice shall contain the following information:

Nature of position, present work location including geographic location within the Peterborough Housing Corporation (area and project number if applicable), qualifications, required knowledge and education, skills, shifts, hours of work, wage rate or range.

It is understood, however, that job location may change in future due to operational requirements.

9.03 In filling a vacancy, the employer shall give consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the determining factor.

When a permanent full-time, or permanent part-time employee is awarded a permanent position or a temporary assignment, there is a trial period of thirty-eight (38) working days, during which time it will be determined if the employee can satisfactorily perform the job. During 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 initial posting may be filled on a temporary basis until the trial period is complete.

9.04 For purposes of Article 9.01, the employer will endeavour to fill the position from among those employees presently in the Peterborough Housing Corporation in which the vacancy or temporary assignment occurs. To facilitate this, all internal (permanent full- time and permanent part-time) applicants who meet the minimum required qualifications specified on the job posting shall be interviewed and fully considered before any outside applicant is interviewed.

9.05 The employer and the union agree that they are jointly committed to the attainment

of Employment Equity goals and the fostering of Employment Equity principles.

The parties, through the Joint Labour/Management Committee as described in Article 30 may agree to give priority to employment equity in cases where designated groups are under-represented.

9.06 (a) Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be shared electronically with all employees.

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

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

9.08 When an assignment of "Lead-Hand" is required, the senior qualified employee in the department shall be assigned in accordance with Article 23.03.

9.09 Transfers to Higher Rated Classification

Where an employee applies for and is awarded a temporary or permanent position at a higher rated classification, such employee will be placed at a new classification rate that is not less than the starting rate of the higher classification, but will be equal to at least a one-step increase in their former classification.

ARTICLE 10 – Intentionally left Blank

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Types of Grievances

Individual Grievance – whereby one employee is filing a grievance to resolve a matter in dispute.

Group Grievance – A group grievance is defined as a single grievance signed by the authorized union representative on behalf of a group of employees whom the Union Steward(s) represents and who have the same complaint. Such grievances will proceed to Step 1 of the grievance process.

Policy Grievance – An allegation by the Union that the Employer has violated or misinterpreted the Agreement, or with respect to the administration or application of the Agreement, may be made the subject of a grievance by the Union filing notice with the appropriate Director or designate to that effect. Such grievances must be filed in writing by the Union within thirty (30) calendar days of the

occurrence giving rise to the grievance and shall stipulate the sections of the Collective Agreement being relied on and redress sought. The appropriate Director or designate, shall meet with the authorized representative of the Union within five (5) working days of receipt of the notice to consider and discuss the grievance. The appropriate Director or designate, shall make a reply in writing within ten (10) working days after date of such meeting. If the Union does not consider the reply satisfactory, it may within seven (7) working days immediately following receipt of such written reply, require that the grievance be submitted to arbitration in the manner prescribed in Step 3 of the grievance procedure. It is the intention of the Employer and the Union, that the procedure provided by this shall be reserved for grievances in respect of which the regular grievance procedure as set out is not available, and that it will not be used to by-pass the regular grievance procedure.

11.02 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable. To that end, the Union shall have the option of inviting the President of the composite 504 local or their designate to any meetings with the Employer unless the meeting is unduly delayed as a result of the President's schedule.

11.03 An employee who believes a complaint or a difference exists with the Employer shall first discuss the complaint or difference with the employee's immediate supervisor within ten (10) working days of first becoming aware or should have been aware of the complaint or difference. The local Union Steward(s) shall be present, if requested by the employee. Any complaint or difference not satisfactorily settled by the immediate supervisor within five (5) working days may be processed by the Union within an additional five (5) working days in the following manner:

11.04 Step 1

If the Union considers the grievance to be justified, the Union through its authorized representative, shall file the said grievance, which shall be signed by the authorized Union Steward(s). The grievance will set out in writing, the nature of the grievance, the provision of the Collective Agreement which is alleged to have been violated and the redress sought. The grievance will be given to Human Resources who will convene a meeting between the employee's immediate supervisor and the employee within five (5) working days of the date of the meeting. The employee shall be accompanied at the said grievance by the Union Steward(s).

A copy of the written decision shall be provided within five (5) working days and also be forwarded to the Union office pursuant to Article 2.04 of this Agreement.

Step 2

In the event that the Union is not satisfied with the response to the grievance, the Union may within five (5) working days of receipt of this written decision, forward a copy of the grievance together with a copy of said written decision to Human Resources. The appropriate Director or designate and Human Resources shall meet with the authorized Union Steward(s) and the aggrieved employee within five (5) working days of receipt of the said grievance and written decision and shall advise the Union in writing within five (5) working days of the said meeting of its decision. A copy of the written decision shall also be forwarded to the Union office pursuant to Article 2.04 of this Agreement.

Step 3

In the event that the appropriate Director or designate does not satisfactorily resolve the grievance, the Union within fifteen (15) working days after receipt of the written decision may upon providing written notice to the employer, submit the grievance for arbitration, with a copy to Human Resources. Each of the parties to this Agreement will jointly bear the expenses, if any, of the Arbitrator.

Mediation

Either party, with the agreement of the other, may submit a grievance to mediation following receipt of the reply from the appropriate Director or designate at Step 3 of the grievance process. Where the matter is so referred, mediation shall take place before the matter is arbitrated.

Each of the parties to this Agreement will jointly bear the expenses, if any, of the Mediator.

Should the parties hereto fail to agree upon a person to act as a Mediator, the grievance will be referred to Arbitration.

11.05 (a) The decision given in Step 1 or Step 2, as the case may be, shall be final and binding upon the Employer and the Union and upon any employee affected by it unless the grievance is processed to the next step with the time limits provided.

(b) Where a grievance is not processed with the time allowed or has not been processed by the Union within the time prescribed, it shall be deemed to have been withdrawn.

(c) Where a grievance is not processed by the employer within the time prescribed, it may be processed by the Union to the next step.

11.06 The Union in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided for in the previous steps.

11.07 The time limits provided in this Article may be extended or otherwise amended by mutual agreement of the parties.

11.08 Where an allegation is made that an employee's position is improperly classified, it shall first be discussed as a complaint with the employee's supervisor. Any complaints not satisfactorily settled by the supervisor within ten (10) working days may be processed as a grievance commencing at Step 2 in accordance with Article 11.04.

11.09 Prior to the employee discussing a complaint with their immediate supervisor provided under 11.03 above, the Union Steward(s) may discuss a complaint with an employee without loss of pay for either employee during their regular shift, provided that permission from the immediate supervisor is obtained prior to the meeting. It is agreed that if off-site, the conversation may be done by telephone or virtually. Such permission is not to be unreasonably withheld provided this time is kept to a minimum.

ARTICLE 12 – SUSPENSION OR DISMISSAL

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

12.02 The discipline or discharge of an employee during the probationary period is at the sole discretion of the Employer. Such termination may be subject to the grievance procedure. It is understood that a "lesser standard" shall apply in these terminations. The Employer will abide by the provisions of the Ontario Human Rights Code.

12.03 Union Representation at Disciplinary Meetings

Where a meeting with an employee is called by management regarding a matter that could lead to discipline, the employee involved shall be told in writing the reasons for the meeting and may request the attendance of a Union Steward(s)/Union Elected Officer or alternate of their choice at the meeting. Where such meeting is related to any investigation that could lead to disciplinary action the Union shall be notified of such meeting and the employee involved.

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

When any employee is receiving notice of any disciplinary action, the employee's

Steward(s) will be notified in writing by appropriate Director or Designate the same day and a written statement of the reason for such disciplinary action will be provided to the employee within two (2) working days. The Employer is not obliged to give details of the disciplinary action to the Union prior to the employee disclosing said information to the Union.

The Union shall have the right to originate a grievance on behalf of an employee(s), and to seek relief from the Employer, in accordance with the procedures outlined in this Article.

ARTICLE 13 – HOURS OF WORK

13.01 (a) The normal week of all full-time employees of the Employer shall consist of:

(i) for administrative employees five (5) days of seven (7) hours per day.
(ii) for maintenance employees five (5) days of eight (8) hours per day.
(iii) The average normally scheduled work hours shall not exceed eighty (80) hours for maintenance employees and seventy (70) hours for administrative employees, per two week period over a reasonable period of time.

(b) For Group 1 employees, the Housing Corporation may allow pre-authorized staggered working hours within the normal hours of operation (Monday to Friday 8:30 am to 4:30 pm) under the following conditions:

(i) to accommodate a medical condition as substantiated by a recognized practitioner and/or

(ii) to allow an employee to seek medical and/or dental treatment and/or

(iii) to provide care for a family member and/or

(iv) in the event of an emergency.

Such request shall be made in advance of the requested day(s) where possible and shall not be unreasonably denied.

(c) For Group 2 employees, their regular hours of work shall consist of eight hours a day Monday to Friday commencing not earlier than seven (7) am and ending not later than six (6) pm. The Housing Corporation may allow pre-authorized staggered working hours within the normal hours of operation under the same conditions outlined in 13.01(b). It is agreed that the beginning and end of the shift shall be determined by mutual agreement between the employee and their immediate supervisor and shall not include working a split shift.

13.02 A schedule of hours of work shall be provided to all full-time employees thirty (30) calendar days in advance, and shall not be changed by the employer without two weeks notice being given to the employee concerned. This will not apply in the case of emergencies when schedules may be changed without notice. Any changes in the posted schedule requested by the Union, to permit employees to attend to business of the Union or mutual changes of shift between employees shall be allowed with the written consent of the Employer provided that the change does not involve any cost to the employer and that essential services can be maintained.

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

13.04 Weekend Shift – Group 2 Employees

The basic work week for employees on the weekend shift shall be as follows:

(12 hours) Friday 8 A.M. – Friday 8 P.M.
(12 hours) Saturday 8 A.M. – Saturday 8 P.M.
(12 hours) Sunday 8 A.M. – Sunday 8 P.M.

Where a paid holiday falls on a Saturday, Sunday or Monday, the weekend shift shall be as follows:

(12 hours) Friday 8 A.M. – 8 P.M.
(12 hours) Saturday 8 A.M. – 8 P.M.
(12 hours) Sunday 8 A.M. – 8 P.M.
(12 hours) Monday 8 A.M. – 8 P.M.

Where a paid holiday falls on a Friday, the weekend shift shall be as follows:

(12 hours) Friday 8 A.M. – 8 P.M.
(12 hours) Saturday 8 A.M. – 8 P.M.
(12 hours) Sunday 8 A.M. – 8 P.M.

Where a paid holiday falls on Tuesday, Wednesday or Thursday, the weekend shift shall be as follows:

(12 hours) Day of Holiday 8 A.M. – 8 P.M.
(12 hours) Friday 8 A.M. – 8 P.M.
(12 hours) Saturday 8 A.M. – 8 P.M.
(12 hours) Sunday 8 A.M. – 8 P.M.

a) Weekend Shift Rates

The hourly rate of pay for employees on the weekend shift shall be calculated by multiplying the employee's regular hourly rate by forty (40) and dividing the total by thirty-five (35). There shall be no shift bonuses for employees assigned to the Weekend shift.

b) Meal and Rest Breaks: Weekend Shifts

Employees on weekend shifts shall receive the following paid lunch/break periods:

(a) During each twelve (12) hour shift, three (3) twenty (20) minute periods, two of which may, with the approval of the Employer, be consecutive; and

c) Christmas Day

All weekend employees shall be permitted to schedule Christmas Day off.

d) Paid Holidays

Weekend employees shall receive double time for all hours worked on a Designated Holiday plus 8 hours in lieu of the Designated Holiday. Weekend Employees will have the double time paid out and not banked. Weekend Employees will have their 8 hours for each stat put in a separate bank to be used as lieu time at a later date.

e) Bank Time

Employees working the weekend shift will be permitted to bank up to maximum of 120 hours per year.

f) Work Location

Employees working the weekend shift shall report to one location and may be directed to attend a different location but will not be expected to have a personal vehicle. The employees day shall end at the location they reported to in the morning.

g) Assignment

At no time will any day shift employee be required to transfer to the Weekend Shift, nor will any Weekend Shift Employee be required to switch to the week day shift, however, any opportunity arising for the transfer of shifts shall be done by seniority.

h) Time Off

The employer agrees to allow at minimum one employee off at a time on the Weekend Shift.

13.05 REST PERIODS/LUNCH HOURS

The Employer agrees that Group 1 – Administrative employees shall each be entitled to a one (1) hour unpaid lunch period and a fifteen (15) minute rest period in each the first and second half of a standard shift.

All employees in Group 2 – Maintenance Employees shall each be entitled to a ½ hour unpaid lunch period and a fifteen (15) minute rest period in each the first and second half of a standard shift.

ARTICLE 14 – WAGE RATES

Article 14 – Wage Rates – Article 14.01 Group 1

The wages of all employees within the Bargaining Unit shall be as follows:

14.01 **GROUP 1 – ADMINISTRATIVE EMPLOYEES** whose wages are expressed on an hourly basis:

Wage increase January 1, 2026, for all classifications

Group 1 - Effective January 1, 2026 - 3.25%					
Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year
Resident Services Assistant / Finance Generalist	$26.95	$27.83	$28.69	$29.58	$30.50
Building Services Coordinator / Finance & Payroll Specialist / Capital & Special Projects Assistant	$28.08	$29.02	$30.03	$31.06	$32.06
	$29.19	$30.25	$31.33	$32.49	$33.68
Resident Services Coordinator	$30.85	$31.97	$33.10	$34.32	$35.53
Technical Services Coordinator / Accounting Services Coordinator	$32.80	$33.90	$35.03	$36.13	$37.20
Business Systems Administrator	$42.44	$43.92	$45.46	$47.05	$48.69

Wage increase January 1, 2027, for all classifications

Group 1 - Effective January 1, 2027- 3.00%					
Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year
Resident Services Assistant / Finance Generalist	$27.76	$28.67	$29.55	$30.47	$31.41
Building Services Coordinator / Finance & Payroll Specialist / Capital & Special Projects Assistant	$28.92	$29.89	$30.93	$31.99	$33.03
	$30.06	$31.16	$32.27	$33.47	$34.69
Resident Services Coordinator	$31.77	$32.93	$34.09	$35.35	$36.59
Technical Services Coordinator / Accounting Services Coordinator	$33.78	$34.92	$36.08	$37.21	$38.31
Business Systems Administrator	$43.71	$45.24	$46.82	$48.46	$50.15

Wage increase January 1, 2028, for all classifications

Group 1 - Effective January 1, 2028- 3.00%					
Classification	1st Year	2nd Year	3rd Year	4th Year	5th Year
Resident Services Assistant / Finance Generalist	$28.60	$29.53	$30.44	$31.38	$32.35
Building Services Coordinator / Finance & Payroll Specialist / Capital & Special Projects Assistant	$29.79	$30.78	$31.86	$32.95	$34.02
	$30.96	$32.09	$33.24	$34.47	$35.73
Resident Services Coordinator	$32.72	$33.92	$35.12	$36.41	$37.69
Technical Services Coordinator / Accounting Services Coordinator	$34.79	$35.97	$37.16	$38.33	$39.46
Business Systems Administrator	$45.02	$46.60	$48.23	$49.92	$51.66

14.02 **GROUP 2 – MAINTENANCE EMPLOYEES** whose wages are expressed on an hourly basis:

Wage Adjustment:

January 1, 2027	
Building Custodian	$0.20
Maintenance Repairer	$0.55
January 1, 2028	
Building Custodian	$0.20
Maintenance Repairer	$0.55

Wage increase January 1, 2026, for all classifications

Group 2 - Effective January 1, 2026 + 3.25%	
Building Custodian	$28.99
Maintenance Repairer	$32.98
Weekend Building Custodian	$33.14
Weekend Maintenance Repairer	$37.69
Waste Services Operator	$33.27

Wage increase January 1, 2027, for all classifications

Group 2 - Effective January 1, 2027 - Wage Adjustment + 3.00%	
Building Custodian	$30.07
Maintenance Repairer	$34.53
Weekend Building Custodian	$34.37
Weekend Maintenance Repairer	$39.47
Waste Services Operator	$34.27

Wage increase January 1, 2028, for all classifications

Group 2 - Effective January 1, 2028 - Wage Adjustment + 3.00%	
Building Custodian	$31.18
Maintenance Repairer	$36.14
Weekend Building Custodian	$35.64
Weekend Maintenance Repairer	$41.30
Waste Services Operator	$35.29

Weekend Shift Rates: The hourly rate of pay for employees on the weekend shift shall be calculated by multiplying the employee's regular hourly rate by forty (40) and dividing by the total by thirty-five (35)

14.03 GROUP 2 Temporary and probationary maintenance employees will receive

seventy-five cents ($ .75) per hour less than the full job rate applicable to the classification as indicated in Article 14.02.

14.04 GROUP 2 Employees designated as "Lead hand" shall be entitled to and be paid a premium of $1.50 per hour over their own rate or over the rate of the highest classification which is supervised, whichever is the greater, whenever the senior employee in the classification works on the same day another employee within the same classification is also working. If, for any reason the complement of staff falls to one (1) employee within a particular classification for more than ten (10) consecutive shifts, the employee shall receive the lead hand rate of pay from that point onward until such time that the complement is increased.

Retroactive wages shall be paid within sixty (60) days of ratification.

ARTICLE 15 – Intentionally left blank

ARTICLE 16 – OVERTIME PAY

16.01 Each full-time employee shall be paid by the Employer at the rate of time and one half for all time worked by such employee on any scheduled working days in excess of the regularly scheduled hours for such day, and at the rate of time and one half for all time worked by the said employee on any day in any calendar week other than a scheduled working day.

16.02 Permanent part-time employees shall be paid at the rate of straight time for all time worked by such employees in excess of the employee's regularly scheduled hours in any work week. However, where there is mutual agreement between the employer and the employee, hours may be temporarily increased with no obligation to pay overtime to the maximum hours of a full-time employee as per Article 13.01 and with no change in other terms and conditions of employment.

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

16.04 (a) The Employer shall distribute planned overtime by seniority among permanent employees available to perform the work required, taking into consideration assigned work location and employee classification.

(b) Where a need to complete work arises under the following circumstances:

i) The need to work arises prior to the conclusion of a shift;
ii) The work will be performed beyond the conclusion of the shift; and
iii) There is a meaningful need to complete the work prior to the next regularly scheduled shift the employee on shift at the time the

need arises will be offered the opportunity to perform this work first. If this employee does not agree to complete this work, the work opportunity will be distributed by seniority among permanent employees available to perform the work required, taking into consideration assigned work location and employee classification.

16.05 An employee may opt to accumulate compensating leave in lieu of pay at the rate in accordance with Articles 16.01 and 16.02 up to 80 hours in each calendar year. Lieu time shall be taken at a time mutually convenient to the employee and the employee's immediate Supervisor.

16.06 Lieu leave accumulated in a calendar year that is not taken before March 31 of the following year; shall be paid at the overtime premium on the base rate at which it was earned. Employees can get paid for all or part of any time accumulated in the lieu time bank at any time or before March 31 of the following year, upon giving written notice by the end of the pay period in which the payment is being requested, except in cases of emergency.

16.07 An employee scheduled to work overtime on the employee's day off shall receive a minimum of three hours at time and one half of the employee's basic hourly rate.

ARTICLE 17 – CALL-OUT AND REPORTING ALLOWANCE

17.01 Each employee who has completed a regular day's work and leaves the place of work (including On-site Building Custodians who have completed their regular shift and the on-site time) and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time-and-one-half the employee's basic hourly rate.

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

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

17.04 Employees can get paid for all or part of any time accumulated in their lieu time bank at any time on or before March 31 of the following year, upon giving written notice by the end of the pay period in which payment is being requested, except in case of emergency.

ARTICLE 18 – VACATIONS

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

(b) The provisions of this Article will also apply to permanent part-time employees. For the purposes of calculating service years, the length of continuous service will be equal to the length of seniority as calculated in accordance with Article 7.02 (Seniority).

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

(d) All vacation credits as detailed in article 18.02 for both permanent full-time and part-time employees will be entered into the Employer's Human Resources Information System as hours and can be used in thirty (30) minute increments with the approval of an employee's manager, notwithstanding article 18.03 (c).

18.02 Effective June 24, 2026 an employee shall earn vacation credits at the following rates:

(a) An employee with less than one (1) year's service shall accumulate .833 days of vacation for each complete calendar month if hired prior to the 15th of the month to a maximum of ten (10) days.

(b) An employee shall be allowed two (2) weeks paid vacation in the calendar year if their first (1st) anniversary falls prior to July 1st.

(c) An employee shall be allowed three (3) weeks paid vacation in the calendar year in which their second (2nd) anniversary falls.

(d) An employee shall be allowed four (4) weeks paid vacation in the calendar year in which their fifth (5) anniversary falls.

(e) An employee shall be allowed five (5) weeks paid vacation in the calendar year in which their twelfth (12) anniversary falls.

(f) An employee shall be allowed six (6) weeks vacation in the calendar year in which their eighteenth (18^{th}) anniversary falls.

(g) An employee shall be allowed six (6) weeks plus one (1) day of paid vacation in the calendar year in which their twenty-eighth (28th) anniversary falls.

(h) An employee shall be allowed six (6) weeks plus two (2) days of paid vacation in the calendar year in which their twenty-ninth (29th) anniversary falls.

(i) An employee shall be allowed six (6) weeks plus three (3) days of paid vacation in the calendar year in which their thirtieth (30th) anniversary falls.

(j) An employee shall be allowed six (6) weeks plus four (4) days of paid vacation in the calendar year in which their thirty-first (31st) anniversary falls.

(j) An employee shall be allowed six (6) weeks plus five (5) days of paid vacation in the calendar year in which their thirty-second (32nd) anniversary falls.

18.03 (a) Vacation shall be taken during the year for which it is allowed subject to Article 18.03(b).

(b) Vacation Carryover

An employee shall be allowed to carry over a maximum of ten (10) days accrual to the next calendar year, to be used by April 30th of that calendar year, unless otherwise approved by the appropriate Director or designate.

(c) Vacations will normally be taken in unbroken periods of at least one (1) week and not exceeding three (3) weeks. One (1) day vacations will be allowed keeping in mind operational requirements. Any request for vacation leave shall not be unreasonably withheld.

(d) Vacation Payout

i) Any permanent employee, whose employment is terminated during the year, shall have their vacation entitlement prorated accordingly.

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

(e) Pay in Lieu of Vacation

Employees shall not be permitted to forego their vacation period in order to obtain pay in lieu of time off for vacation.

18.04 (a) A new employee shall not be entitled to take vacation until they have completed six (6) months of continuous service. Special requests may be considered by the appropriate Director or designate.

(b) Subject to provisions of Article 18.04 (a), an employee may, with the approval of the appropriate Director or designate, take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.

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

An employee shall submit the vacation request in writing to the supervisor by March 1 and the Employer shall post the approved vacation schedule by March 30. All vacation requests submitted in writing by March 1 shall be scheduled according to seniority. Vacation requests submitted after. March 1 shall be on first come first serve basis. Approval for vacation requests shall not be unreasonably withheld.

It is understood that for vacation requests for July and August submitted prior to the deadlines, full weeks shall take priority over single day requests.

All other vacation requests shall be granted on a first-come first-served basis and in addition, shall require no less than five (5) days notice in writing except in cases of emergency. The employer shall respond in a timely manner after receiving the request. Approval for vacation requests shall not be unreasonably withheld.

18.06 An employee is not eligible for the entitlement under clauses 18.01 and 18.02 in respect of:

(a) a whole calendar month in which the employee is absent from duty for any reason other than vacation, leave of absence with pay, and any other statutory job protected leave under the Employment Standards Act.

(b) a period in excess of six (6) months during which a W.S.I.B. award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.

18.07 If an employee is hospitalized for day surgery for the setting of broken bones or as an in-patient while on vacation, the days spent in hospital and any subsequent days spent recovering to a maximum of ten (10) days, on the written advice of a duly qualified medical practitioner, including a nurse practitioner, shall be considered sick leave to the extent of the employee's sick leave accumulation and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the employee was hospitalized as an in-patient during that time.

ARTICLE 19 – DESIGNATED HOLIDAYS

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

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

*Employees will have the option to have a day off with pay in lieu of Remembrance Day. No Employee will be denied the ability to observe Remembrance Day as the designated holiday.

Additionally one half day (1/2) on Christmas Eve and one half day (1/2) day on New Years Eve off with pay and any other day proclaimed as a public holiday by the Mayor or Council of the City of Peterborough. If Christmas and New Years Day falls on a Saturday or Sunday than the above two (2) half day (1/2) day entitlements shall be taken on the previous Friday. When any of the aforementioned holidays fall on a Saturday or Sunday or on an employee's scheduled day off, the following normal working day shall be deemed to be a holiday for the purpose of the agreement. If any of the above paid holidays falls on a normal non-working day for an employee, the employee shall receive a lieu day (at regular pay) to be taken on the next normal working day which shall be deemed to be the straight time paid holiday.

19.02 EACH FULL-TIME EMPLOYEE

(a) Who is not required to work on a holiday as defined in Article 19.01 shall be paid at the employee's regular rate for each such holiday not so worked. In order to qualify for this benefit the employee must have worked the employee's last scheduled shift preceding and the employee's first scheduled shift following such holiday unless absence on either or both of these days is on account of:

(i) illness or injury. Where the employee is absent on account of illness or injury on the last scheduled shift preceding the holidays, the shift following the holiday, or both shifts, such absence(s) may require substantiation by a duly qualified medical practitioner, including a nurse practitioner certificate when requested by the employer, or

(ii) with the prior permission of the Employer.

(b) Who is required to work on any of the above-mentioned holidays will receive holiday pay at straight time plus time and one-half of their regular rate for all hours worked on that day provided that such employee meets the condition applicable thereto as set forth in the immediately preceding

paragraph.

19.03 A permanent part-time employee shall be entitled to a paid holiday each year on each of the days indicated in Article 19.01 which falls on a day that is a regularly scheduled work day for the employee. Payment will be based on the number of hours that the employee was scheduled to work on that day. It is understood and agreed that permanent part-time employees' work week will not be rescheduled in order to deprive the employee of the payment provided for in this clause.

19.04 When a holiday as defined in Article 19.01 falls within an employee's vacation period the employee shall be entitled to a day off in lieu thereof at the employee's regular rate.

ARTICLE 20 – SICK LEAVE

20.01 Sick leave credits are established for use during enforced periods of absence from work due to illness, injury or properly certified quarantine, or immediate family illness and are not available to an employee for absence caused by any other reason, except as outlined in Article 20.01 (e)

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

(a) Each full time employee shall be credited with eleven (11) sick leave days at the beginning of each calendar year (prorated for an employee's first year of employment. In addition to the foregoing, each full time employee who qualifies for short term disability benefits pursuant to the employer's insurance plan shall be paid for each day not worked during the qualifying period and no deduction shall be made from the sick leave bank referred to above.

Each full time employee is entitled to carry a maximum of two (2) unused sick days to the following calendar year using the same approval process for sick time requests. The carried over sick days shall be the first used in the applicable following year.

The maximum number of paid sick days for a full-time employee with maximum carryover is thirteen (13) days.

(b) Sickness must be substantiated by a duly qualified medical practitioner, including a nurse practitioner certificate if the absence is for more than five (5) consecutive working days, or for each and every absence, if so required by written notice, given in advance by the Employer. The notice will specify the duration of the requirement and may be extended upon notification to the Employee. Medical certificates must be submitted to Human Resources upon return to work or in accordance with Article 20.01 (d) whichever is applicable.

(c) In all cases of sickness the employee's supervisor shall be notified within two (2) hours from commencement of regular duties on the first day of absence. Where the latter is not possible due to work scheduling, steps must be taken by the employee to notify a designated alternate, or where not available, the office of the appropriate Director or Designate within two (2) hours from commencement of regular duties. If an employee is not able to give a return to work date during the original call, the employee shall be required to provide daily notification until such time as the employee can give an exact date of return.

In cases of absence of more than five (5) consecutive days but less than ten (10) consecutive days, the employee shall furnish immediately a certificate from a duly qualified medical practitioner, including a nurse practitioner, giving the probable date on which the employee will be able to return to normal duties.

(d) Notwithstanding Article 20.01(b) an employee absent for more than twenty (20) consecutive working days, shall furnish immediately a certificate from a duly qualified medical practitioner, including a nurse practitioner, acceptable to the Employer, giving the probable date on which the employee will be able to return to modified and/or regular duties.

If the Employer so requires, the employee will supply a medical certificate for every twenty consecutive working days thereafter, or as otherwise required by the Employer, until the employee returns to work.

If the employee is on LTD benefits, the Employer shall be entitled to receive an updated report from the attending practitioner or benefit carrier at the minimum of once every six (6) months.

The employer shall reimburse the employee for the cost of the documentation required under 20.01 (d), upon presentation of the official receipt.

(e) No payment of accumulated sick leave credits shall be made upon termination of employment.

(f) Employees may, with the approval of the employer, be allowed to use their sick leave credits in order to engage in personal preventative medical health and dental care. Such permission shall not be unreasonably withheld. Request shall be made in writing stating that leave is requested under Article 20.01 and employees shall provide the employer with a minimum three (3) days notice, except in an emergency.

20.02 (a) Permanent part time employees shall be entitled to the same sick leave credits based on the ratio of the hours scheduled to work per week compared to permanent full-time employees and expressed in hours or part

thereof and shall only be paid for time lost during forced periods of absence from work due to illness, injury or properly certified quarantine or as provided in Article 20.01 but shall only be entitled to be paid for the days they are scheduled to work. They may also be required to provide medical certificates on the same basis as permanent full-time employees.

(b) Sick leave credits will be expressed in hours or part thereof. Credits will be used based on the number of hours the employee was scheduled to work on the day of the absence.

(c) For the purpose of this Article, Articles 20.01 (b), (c), (d), (e) and (f) shall also apply.

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

ARTICLE 21 – WORKPLACE SAFETY INSURANCE

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

(b) If an employee is absent as a result of an injury sustained at work and it appears that time off work will meet the standard qualification for Weekly Indemnity, the employee must apply for Weekly Indemnity Benefits in addition to W.S.I.B. Benefits.

21.02 (a) If the employee is still absent at the end of the six (6) weeks and the Workplace Safety Insurance Board has not rendered its decision on the claim, sick credits equivalent to the net pay received in accordance with Article 21.01 will be used from the first day of absence.

(b) Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision.

(c) If the Board subsequently approves the claim, the employee shall be paid in accordance with Article 21.03 and any sick leave credits used in accordance with Article 21.02(a) shall be credited back to the employee.

(d) If the Board subsequently declines the claim, the Employer is hereby authorized to recover all payments made to the employee in accordance with Article 21.01 by deducting the amount of those payments from any wages which subsequently become payable to the employee. The

Employer will consider a gradual payment agreement that will not cause undue hardship on the employee.

21.03 (a) An employee, who is absent by reason of an injury or industrial disease for which an award is made under the Workplace Safety Insurance Board, shall be entitled to receive the difference between the appropriate net pay calculated in accordance with the WSIB Net Average Earnings table and the amount of the award.

(b) The difference indicated in Article 21.03(a) shall be paid for a period not exceeding six (6) consecutive weeks or a total of thirty (30) working days where such absences are intermittent, from the first day of the absence without charge to the employee's accumulated credits. After the expiry of this period, the difference shall be paid to the extent of the employee's accumulated sick leave credits in the ratio that the amount compares to gross pay.

21.04 The employee will supply documentation from a legally qualified health professional, acceptable to the Employer for every twenty (20) consecutive working days of absence following the accident or onset of illness until the employee returns to work. If the employee is on LTD benefits, the Employer will be entitled to an updated report from the attending practitioner, at the minimum of once every six (6) months. The Employer shall reimburse the employee for the cost of the documentation under this provision upon presentation of an official receipt, unless the cost of said documentation can be reimbursed directly to the employee by the W.S.I.B.

21.05 In all cases of work related injury, the Employer shall forward a copy of the WSIB Form 7 to the Union subsequent to the reporting of any on-the-job injury.

ARTICLE 22 – LEAVE-OF-ABSENCE

22.01 BEREAVEMENT LEAVE

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

(a) Seven (7) consecutive working days leave of absence with pay in the event of the death of the employee’s spouse, same sex partner, father, mother, children or step-children.

(b) Three (3) consecutive working days leave of absence with pay in the event of the death of the employee's immediate family as follows: brother, sister, parent-in-law, brother and sister-in-law, son-in-law, daughter-in-law, aunt, uncle, grandchild and grandparents, spouse’s grandparent, legal guardian and legal ward.

(c) One (1) day leave of absence with pay to attend the funeral of an aunt or uncle of an employee's spouse.

(d) Extra leave of absence without pay may be granted for travelling time to attend the funeral. This period of time to be agreed upon between the employee and the employer.

(e) For the purpose of bereavement leave the relationships specified in Article 22.01 (a) and (b) are deemed to include a common-law partner and same sex partner.

(f) For the purposes of bereavement leave, the spousal coverage requires that a common law partner must continuously be living in a conjugal relationship with an employee for at least two years (2) years, unless there is a child together, at which time it will be established at one (1) year.

(g) An employee may elect to defer one (1) day of bereavement leave for the purpose of attending an event related to the death of a family member which occurs at a later time than the funeral, by submitting such request to the Employer in writing. No request shall be unreasonably denied.

(h) In order to be eligible for paid bereavement leave, these relationships must be current.

22.02 JURY AND WITNESS DUTY

(a) Employees who are called upon to serve as jurors or who are subpoenaed as witnesses to a court proceeding:

(i) shall be granted leave-of-absence for such purposes provided that upon completion of the service such employee shall present to the Employer a satisfactory certificate showing the period of such service; and

(ii) shall be paid full salary or wages for the period of such service provided the employee shall pay the Employer the full amount of compensation received for such service, excluding any amount received for mileage and/or meal allowance, and shall be given an official receipt thereof.

(b) The provisions of Article 22.02(a), (i) and (ii) shall apply, to a maximum of six employees on any one day, when such employees are subpoenaed as witnesses before the Ontario Labour Relations Board.

(c) If the employee is required to attend any such court proceeding related to their employment with the Peterborough Housing, they shall be paid for the full hours required to be in attendance at the applicable rate.

22.03 CAMPAIGNING FOR PUBLIC OFFICE

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

22.04 PREGNANCY LEAVE

Pregnancy leave shall be granted in accordance with the provisions of the Employment Standards Act 2000.

(a) An employee entitled to pregnancy leave under the above, and who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to Section 18, Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Employment Benefit Plan as follows:

(i) for the first week, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which the employee was receiving on the last day worked, prior to the commencement of the pregnancy leave;

AND

(ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for their regular classification which the employee was receiving on the last day worked, prior to the commencement of the pregnancy leave.

(b) An employee receiving the pregnancy leave allowance under the Supplementary Employment Benefit Plan shall have their benefits coverage and accumulation of vacation and sick leave credits continued during the period the employee receives the pregnancy leave allowance.

(c) If requested, in writing, at least two weeks prior to the date of expiry of their pregnancy leave, an employee shall be entitled to a leave-of-absence without pay for an additional period of up to six (6) months. The request shall indicate the exact period of extended leave and shall not be subject to further extension.

(d) To be eligible, the employee shall sign an agreement providing:

(i) that the employee will return to work and remain in the employ for a period of at least six (6) months,

(ii) that the employee will return to work on the date of the expiry of their pregnancy leave, including any extension, and

(iii) that the employee recognizes that the employee is indebted to the Employer for the amount received as a Supplementary Employment Benefit should the employee fail to return to work and remain in the employ of the Employer as provided in (i) and (ii) above.

(e) Employees shall have no vested right to payments under the Plan except to payments during a period of unemployment specified by the Plan.

(f) Payments in respect of guaranteed annual remuneration, as defined in the Employment Insurance Act, or in respect of deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under the Plan.

22.05 PARENTAL LEAVE

Parental leave shall be granted in accordance with the provisions of the Employment Standards Act 2000.

(a) A CEO or appropriate Director or designate shall grant a leave-of-absence without pay to an employee who has served at least thirteen (13) weeks.

(b) Parental leave may begin,

(i) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time;

AND

(ii) no later than fifty two (52) weeks after the child is born or comes into the custody, care and control of the parent for the first time,

(iii) The parental leave of a person who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Parental leave shall end thirty five (35) weeks after it begins or on an earlier day if the person gives the employer at least four (4) weeks notice of that day.

(iv) Parents, other than birth mothers, can elect to take parental leave up to a maximum of thirty seven (37) weeks on 2 weeks written notice to the employer, no sooner or later than the provisions of 22.05 (b) (i) (ii). Any change in the end date of leave must be in writing to the employer at least four (4) weeks prior to the new end date.

(c) Coverage under the group Benefit plan shall continue unless the employee elects in writing not to participate in the plan.

(d) An employee on parental leave shall continue to accumulate vacation and sick leave credits during the period of such leave.

(e) An employee returning from parental leave shall be assigned to the position held immediately prior to the commencement of such leave and be paid at the step in the salary range that would have been attained had the leave not been granted.

22.06 SPECIAL OR COMPASSIONATE LEAVE

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

22.07 SPOUSAL BIRTH/ADOPTION LEAVE

Employees who have completed their probationary period shall be granted paid spousal birth/adoption leave for a period of up to two (2) consecutive working days within the two (2) month period before or after birth or adoption of such employee's child

22.08 CITIZENSHIP LEAVE

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

22.09 SELF-FUNDED LEAVE PLAN

An employee may apply to participate in the Self-Funded Leave Plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least six (6) months and not more than four (4) years. The funds being deferred will be held in a trust account with the financial institution the employer selects, with interest being paid annually.

The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.

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

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

22.10 PERSONAL LEAVE

Each employee shall be granted sixteen (16) hours of personal paid leave for the purpose of attending personal appointments, family medical appointments or other leaves not covered by other provisions of the collective agreement.

ARTICLE 23 – PAYMENT OF WAGES

23.01 Wages one week in arrears shall be paid on a bi-weekly basis every second Wednesday. Where the regular pay day falls on a designated holiday, the employee shall be paid on the day preceding the holiday. An employee will be provided each pay day with an itemized statement of wages and deductions therefrom.

23.02 PAY DURING TEMPORARY ASSIGNMENTS

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

(b) When an employee is required to substitute for an employee who is receiving a lower rate of pay than the substituting employee, the pay of such substitute shall not be changed.

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

23.04 RECLASSIFICATION

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

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

23.05 WATER TESTING

Employees requested to be certified by the employer or through their job posting to take water samples shall be provided with a thirty ($30.00) dollar payment weekly.

The Employer agrees to pay for all fees associated with obtaining and maintaining any license needed to perform such duties.

All time spent by employees delivering water samples shall be considered time worked and shall be subject to payment of mileage.

Employees not normally assigned to the site where water testing occurs, and are asked to perform such duties, shall have all travel time considered as time worked and shall receive payment for mileage to take and deliver the samples.

ARTICLE 24 – SHIFT BONUS

24.01 An employee shall receive a shift premium of one-dollar ($1.00) per hour for all hours worked between five (5) p.m. and seven (7) a.m. Where more than fifty percent (50%) of the hours fall within this period, the premium shall be paid for all hours worked.

Effective January 1, 2027 these amounts will be indexed according to the negotiated wage increase.

24.02 Employees whose regular shift includes work on Saturday or Sunday shall receive a premium of one-dollar ($1.00) per hour in addition to the employee's regular pay for such work, and in addition to shift bonus if applicable.

Effective January 1, 2027 these amounts will be indexed according to the negotiated wage increase.

ARTICLE 25 – CHANGES IN REGULATIONS

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

ARTICLE 26 – EMPLOYEE BENEFITS

Group 1 Employees who are regularly employed for twenty five (25) hours a week or more and Group 2 Employees who are regularly employed for thirty (30) hours

a week or more shall be deemed permanent full time for the purposes of benefit entitlement.

26.01 PERMANENT FULL TIME

During the term of this agreement, permanent and full time employees shall be provided with the following employee benefits as described in the Benefit Carriers Booklet and amended as agreed to, attached hereto as Schedule "A" and the premium costs shall be paid 100% by the employer.

(a) Basic group life insurance

(b) Accidental death and dismemberment

(c) Weekly Indemnity

(d) Long Term Disability

(e) Extended Health Care

i. Increase Paramedical Services to $650 per year per service.

(f) Dental

ii. Major Restorative Services (increased to included implants)

(g) The Employer agrees to pay a maximum of six hundred and fifty ($650.00) dollars per family household, once every two (2) years, for prescription vision wear, over and above the amount eligible to be claimed through the present Benefit package provided, on presentation of an official receipt.

26.02 PERMANENT PART TIME

(a) Permanent part time employees who are scheduled to work on a regular ongoing basis at least one-third of the normal work week as specified in Article 13.01 (a) and (b) shall be entitled to the following benefits with coverage equivalent to that of full-time employees:

(i) Basic life insurance plan described in the benefit booklet attached hereto as Schedule "A". The Employer shall pay 100% of the premium for this coverage. Except, in those cases where employees have opted out of the plan, the Employer shall pay a pro-rated premium for:

a. Accidental Death & Dismemberment

b. Extended Health Care;

c. Dental.

The premium will be pro rated on the percentage of the employee's weekly hours of work relative to the normal work week as specified in Article 13. The employee shall pay the balance of the premium through payroll deduction.

(b) It is a condition of employment that eligible permanent part time employees shall be enrolled in the Weekly Indemnity and Long Term Disability plan. The premium cost will be paid 75% by the employer and 25% by the employee.

26.03 LONG TERM DISABILITY

(a) It shall be a condition of employment that all employees be enrolled in the Long Term Disability Plan. Employee benefits as provided in Article 26 shall be maintained at no cost to the employee, when the employee is in receipt of LTD benefits.

(b) LTD benefits commence after a qualifying period of one hundred and twenty (120) calendar days from the date the employee becomes totally disabled.

(c) An employee who has been in receipt of weekly indemnity or LTD and who is certified fit to return to duty shall be reinstated to the first available vacancy in the employee's own classification. If a vacancy is not immediately available, the employee will be placed on unpaid leave of absence for a period not exceeding thirty (30) calendar days. If not assigned to a position by the end of the unpaid leave, the employee shall be laid off in accordance with the provisions of Article 8 – Layoff and Recall. In assigning an employee under this Article, the provisions of Article 9 – Staff Changes do not apply.

26.04 OPTIONAL GROUP LIFE INSURANCE

Employees, at their option, may purchase optional group life insurance. The employee pays the full premium for this coverage through payroll deductions.

26.05 LEAVE OF ABSENCE WITHOUT PAY

During leaves of absence without pay, employees may continue participating in Basic Life, Accidental Death and Dismemberment, Weekly Indemnity, LTD, Extended Health Care and the Dental plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage.

26.06 Employees collecting WSIB benefits shall have their benefits continued by the employer
provided for under the WSIB Act. Employees no longer eligible for benefits under the Act, may elect to continue participating in the benefit plan as per 26.05.

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

26.08 CHANGE OF CARRIER

It is understood that the Employer may at any time substitute another carrier for the benefits outlined in Schedule A provided that there is no reduction in the benefits provided. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefits programs contracted for and in effect for employees covered herein. The Employer shall notify the Local Union in writing of any changes in carriers.

26.09 Ontario Municipal Employees Retirement System (OMERS) Pension Plan

Every eligible employee shall join the Ontario Municipal Employees Retirement System (OMERS) pension plan as a condition of employment according to the plan.

ARTICLE 27 – NO STRIKES OR LOCK-OUTS

27.01 There shall be no strike or lock-out during the currency of this Agreement. The words "strike" and "lock-out" shall be as defined by the Ontario Labour Relations Act as amended from time to time.

ARTICLE 28 – KILOMETER RATES

28.01 MILEAGE

When employees are required by the Corporation to use their own vehicles in the performance of their duties, they shall be reimbursed for all distance driven for Corporation business purposes at the rate set by Revenue Canada.

Claims for mileage shall generally be submitted by the 10th of the month for the previous month and shall be paid to the employee on the next regular pay date after the submission.

28.02 TRAVEL TIME

The Employer agrees that any time spent by any employee who is requested to travel is considered time worked and said employee shall be compensated at the appropriate rate.

ARTICLE 29 – LEAVE OF ABSENCE - UNION BUSINESS

29.01 UNION CONVENTIONS

Leave with pay and without loss of seniority may be granted upon request from the Union to the Employer, to employees who are duly elected or appointed delegates to attend union educational(s), conventions of the Canadian Union of Public Employees, the Ontario Division of the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress. Such time shall not exceed a total of twenty (20) person days in any one (1) calendar year; however, any unused portion may be carried over to a second year only. The Union will give at least ten (10) working days written notice of such request to the Employer. Such request(s) shall not be unreasonably denied.

29.02 INTERNAL BUSINESS AFFAIRS

When upon the written request of the Union to the appropriate Director, the Employer grants leave without loss of pay or benefits to employees elected as executive officers or Steward(s) of the Union, for the purpose of conducting the internal business affairs of the Union, the Union will reimburse the Employer for the wages paid (with the exception of business falling under 31.06 and 31.07)

ARTICLE 30 – JOINT LABOUR/MANAGEMENT COMMITTEE

30.01 POLICY

The Employer recognizes that it is to the mutual benefit of both the Union and Management to establish and maintain a sound communicative and co-operative relationship. A Labour/Management Committee is hereby established where an exchange of information and ideas may take place and with the responsibility for dealing with matters of mutual interest which cannot be dealt with through any alternate procedures.

30.02 SCOPE

The Committee will discuss areas of mutual concern including such items as work methods, operating efficiencies, and morale, and shall seek to promote understanding and agreement between the parties. However, it will not perform any of those functions which are exclusively the functions of Management and/or the Union. It is understood that the Committee shall act in an advisory capacity and shall have no power to alter or amend, add to or modify, the terms of the Collective Agreement. The Committee is not intended in any way to replace or infringe upon the grievance or negotiating procedures.

30.03 MEMBERSHIP

(a) The Committee shall be composed of not more than two (2) representatives

from each of the parties. Two (2) members from each side shall be named for a period of twelve (12) months or until replaced, and two (2) additional members from either party may be appointed by the respective sides depending upon matters on the agenda. Management's committee shall include the appropriate Director and the Union's committee shall include the Union Steward(s). Meetings will be held within two weeks of a request by either party, but normally not more frequently than once per month or any other mutually satisfactory date.

(b) The Employer shall grant leave-of-absence without loss of pay or credits to members of the Union who participate at such meetings provided the provisions of Article 30.03 (a) are adhered to.

30.04 AGENDA

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

30.05 CHAIRPERSON

The Union / Management will select a representative from its group who will act as Chairperson on an alternating basis. The Chairperson will be responsible for conducting the meeting in an orderly fashion. Minutes will be recorded and distributed to all Committee members.

ARTICLE 31 – UNION STEWARDS

31.01 In the administration of Article 11 of the Collective Agreement, it is recognized that the Union will have at least two (2) Steward(s) chosen from the employees of the Corporation.

31.02 The Local Union Steward(s) may assist any employee whom the Steward(s) represents in presenting the employee's grievance in accordance with the grievance procedure.

31.03 The Local Union Steward(s) will be involved in the grievance procedure in all steps.

31.04 Before leaving employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, the recognized Union Steward(s) must obtain the permission of the appropriate Supervisor or appropriate Director, Where such permission has been granted by the appropriate Supervisor or appropriate Director, the Union Steward(s) shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably withheld.

31.05 The Union agrees to provide the Employer with a list of authorized Union Steward(s) in January of each year, and inform the Employer of any changes thereto, as soon as possible.

31.06

(a) Each of the two (2) Union Stewards will be granted one (1) hour of paid release time per working month to perform official union meetings.

(b) Eligible meetings include:
- Union Steward meetings
- Union Steward meeting with members of CUPE Local 504.02
- Union Steward meetings with CUPE Local 504.02 President

(c) Union stewards must provide reasonable notice to their immediate supervisor when requesting release time under the Collective Agreement. Time off must be mutually agreed upon to minimize disruption to operational needs. Requests for release time will not be unreasonably denied.

(d) The allocated one (1) hour per working month will be considered paid time. Time exceeding the monthly allocation must be discussed and pre-approved by PHC management.

(e) Union stewards are responsible for documenting and submitting a record of hours used for union meetings to Human Resources (or designate) monthly for tracking purposes.

31.07 UNION STEWARD HOURS FOR OFFICIAL UNION BUSINESS AND PROFESSIONAL DEVELOPMENT

1. Union Steward Hours Allocation:

   Each union steward will be granted up to 25 working hours per calendar year to participate in professional development activities related to their role as a union steward.

2. Eligible Activities:

   - Participation in professional development activities that enhance their effectiveness as union stewards.

3. Scheduling and Approval:

   - Union stewards must provide reasonable notice to their supervisor for time off required under this agreement.
   - Time off must be mutually agreed upon to minimize disruption to operational needs
   - Requests for release time will not be unreasonably denied.

4. Compensation:

   - Time used for these activities will be considered paid time within the 25-hour annual allocation.
   - Hours exceeding the annual allocation must be discussed and approved in advance.

5. Tracking Hours:

   Union stewards will be responsible for documenting and submitting a record of hours used for union business and professional development to Human Resources (or designate) monthly for tracking purposes.

ARTICLE 32 – GENERAL CONDITIONS

32.01 ACCOMMODATION AT WORK

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

(b) The Employer agrees that all Employees shall be provided with appropriate lunch and washroom facilities.

32.02 BULLETIN BOARD

The Employer will provide appropriate physical bulletin boards upon which the Union will have the right to post notices of Union meetings, and such other notices referring to Union activities as may be of interest to employees. The employer agrees that the Union may use work emails to distribute such notices.

32.03 TOOLS, PROTECTIVE CLOTHING AND FOOTWEAR

(a) The Employer will supply to all Group 2 Employees and any other employee required to work at locations outside of the main office the work tools, equipment and protective clothing (i.e. gloves) necessary to complete their job responsibilities.

(b) An allowance of up to $600.00 every two years will be paid to each Group 2 employee, upon submission of acceptable receipt specifying the purchase of appropriate CSA approved safety footwear. Group 1 Employees who are required to wear CSA approved footwear will be supplied the appropriate footwear on an as needed basis.

(c) In addition the Employer will provide an allowance of $250.00 for the purchase of work-related clothing for Group 2 Employees, payable the first regular pay cheque in February each year.

32.04 WINTER OUTERWEAR

(a) The Employer will supply appropriate winter parkas and weather appropriate pants to all Group 2 employees and any other employees required to work at locations outside of the main office who work outside in extreme winter conditions, i.e. snow removal, every three years. Exceptions will be made in cases of excessive wear or premature failure.

32.05 SAFETY

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

(b) HEPATITIS B VACCINATION

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

32.06 RETIREMENT AGE

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

32.07 NO PYRAMIDING

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

32.08 CLEAN-UP TIME

Maintenance employees will be allowed ten (10) minutes clean-up time before lunch and before the end of the work day.

32.09 JOINT HEALTH AND SAFETY COMMITTEE

(a) Local Health and Safety Committees shall be established with equal representation from the Housing Corporation and the Union.

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

(c) A designated safety representative from the bargaining unit will be recognized in the Housing Corporation. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the appropriate Director or designee. Unresolved items may be appealed to the Health and Safety Committee.

(d) The powers of this Committee shall be as outlined in The Occupational Health & Safety Act.

(e) It is understood that the Local Health and Safety Committee referred to above which provide for joint enquiry into safety practices and inspection of on-site projects by a joint committee does not, in any way derogate from or limit the function of Management to take such action as it may decide to take arising out of its responsibility for safety measures and in a manner in keeping with its management responsibilities.

(f) It is understood that the following will be provided to the Health and Safety Committee in order for the Committee to put measures in place to ensure the safety of employees:

- Copies of all no trespass or banned from the premises orders issued.

32.10 DISABLED EMPLOYEES

Any employee who is unable to perform their regular duties because of illness or injury and is deemed suitable for modified work by a recognized health care professional, may be eligible for Modified Work as Follows:

(a) Any employee who has become unable to do the normal and regular duties owing to partial disability or infirmity shall be given consideration for work within the employee's capabilities and qualifications. In assigning an employee to a vacancy under this Article, it should be understood that the provisions of Article 9 – Staff Changes would not apply.

(b) If an employee, who is disabled due to illness or injury, is capable of returning to perform the essential duties of the pre-disability position, the employee shall provide relevant medical documentation and co-operate with the Housing Corporation in modifying the job to enable the employee to assume the full duties of the position on a gradual basis (unless this modified arrangement caused undue hardship to the Housing Corporation).

(c) The Employer, Union and Employee shall all have a role in assisting any Return to Work and/or Accommodation Plan. The Union shall have the right

to be present at any meetings in this regard and shall be notified in advance of such meeting in order to make arrangements to attend.

32.11 CHANGE OF ADDRESS

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

32.12 DISCIPLINARY RECORDS

Any disciplinary record shall be removed from an employee's file after eighteen months (18) from the date of the offence, provided that there have been no similar warnings in that period, in which event the time for the application of this section shall be counted from the date of the succeeding warning. It is understood that disciplinary records include any written records of verbal warnings, written warnings and letters of suspension.

32.13 ACCESS TO PERSONNEL FILES

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

32.14 ADVERSE WEATHER CONDITIONS

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

When an employee, through no fault of 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 the employee be required to make up, in any way, for time lost due to not reporting to work.

32.15 LEGAL FEES

The employer agrees the employee shall be entitled to be indemnified with respect to legal fees and damages incurred while acting in the course of their employment but only to the extent provided for in the employer's Liability Insurance policy.

32.16 TRAINING COURSES

Every Employee may request approval for training courses at any time. Such requests shall be made to the employee's immediate Supervisor / Manager. Should the request be denied, the Employee may refer their request to the appropriate Director. The Employer shall, where budget funds permit, reimburse the employee the full cost of tuition upon successful completion of the course.

Where budget funds permit and where the Employer is aware of courses, the Employer commits to advising Employees of available courses by ensuring that such information is available by e-mail and posted on the bulletin boards at the main office and site offices.

32.17 WORK-LOADS

(a) The parties agree that customer service and employee well being is enhanced if concerns relating fluctuating Work-Loads and fluctuating staffing are resolved in a timely and effective manner.

(b) Employees are encouraged to raise their concerns with the immediate supervisor within forty-eight (48) hours. In the event the workload concern is not resolved to the employee's satisfaction, the employee, or group of employees, may, submit their concerns in writing to the appropriate Director or CEO-using the template workload assessment form. This form may be modified by the mutual agreement of the parties. If the Workload concern is not resolved at this stage the concern shall be submitted to the Health and Safety Committee.

Note* The Parties agree to meet within ninety (90) days and draft a Workload Assessment form mutually agreeable by the parties.

ARTICLE 33 – COMPUTER USE

33.01 Subject to the Union's right to grieve any policy which is contradictory to the terms and conditions of the Collective Agreement, employees who are required to work on personal computers and the network to carry out the duties of their position will be provided with and required to abide by all Policies, Directives, and Procedures regarding the use of same as established by the Employer and which may be amended from time to time. The Employer shall provide to the Union a copy of all Policies Directives, and Procedures as they are amended from time to time. The Employer agrees that employees will be asked to read and sign off on all Policies, Directives, and Procedures as they are amended from time to time. If an employee has not been shown the document and has not signed that they have read it, said employee shall not be subject to discipline relating to any infraction of the policy.

33.02 The Housing Corporation will endeavour to equip computer stations suitable to the work being performed and ergonomically suitable for the employee.

33.03 An employee who is regularly required to operate a personal computer for two (2) hours or more per day may elect to undergo an eye examination annually thereafter.

The cost of such examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the personal computer operator shall authorize release of a copy of the examination report to the Employer.

33.04 (a) A pregnant personal computer operator may request reassignment from personal computer duties for the remainder of their pregnancy by forwarding a written request to the Housing Corporation, together with a certificate from a legally qualified medical practitioner certifying that the employee is pregnant.

(b) Upon receipt of the written request as specified in Article 33.03 (a), the Housing Corporation shall make every reasonable effort to assign the employee to a position within the Housing Corporation, provided the employee is able and qualified to perform the required duties, and the salary maximum is not greater than the salary maximum of their position. In assigning an employee to a vacancy under this Article, it should be understood that the provisions of Article 9 –Staff Changes would not apply.

(c) Where an employee has been assigned under Article 33.03 (b) to a position with a lower salary maximum than the salary maximum of the position from which the employee was assigned, the employee shall be paid at the rate within the salary range of the position to which the employee has been assigned under Article 33.03 (b), which is closest to but not more than the rate the employee was receiving immediately prior to the assignment.

(d) Where it is not possible to assign an employee as per Article 33.03 (b), the employee will, upon written request, be granted a leave of absence without pay or request usage of the employees sick leave credits and/or short-term disability to cover the period preceding the date on which the employee would be entitled to commence pregnancy leave in accordance with Article 22.04.

ARTICLE 34 – TERM OF AGREEMENT

34.01 This Agreement is effective from January 1, 2026 until December 31, 2028 and shall continue in force from year to year thereafter unless either party shall, within ninety (90) days prior to its termination, furnish the other with notice of termination of, or proposes revision of this agreement.

IN WITNESS WHEREOF these present have been executed by the authorized representatives of the parties at Peterborough, Ontario this

Dated this 8th day of September, 2026

FOR THE UNION	FOR PTBO HOUSING CORPORATION
	Jennifer McLauchlan
Shannon Hartford (Sep 18, 2026 18:17:13 EDT)	Richard Grotsch
Jessica Kulla	Robin Sarniak
Julie O'Brien	

KG/COPE491

LETTER OF UNDERSTANDING #1

BETWEEN

PETERBOROUGH HOUSING CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 504.02

RE: CONTRACTING OF SERVICES

The Parties agree that an ad hoc committee of the Labour Management Committee will be established to meet and discuss the ongoing evolution of the services provided by the Peterborough Housing Corporation.

The purpose of these meetings will be to discuss the provision of services which are normally performed by bargaining unit employees with the goal to maintain continuity of service.

Without limiting the scope of the committee, the Parties agree that work being done by members of the bargaining unit provides the necessary amount of accountability and expertise to perform such work.

Further, the Parties agree that work which is currently contracted out may be more efficiently done by bargaining unit members.

Employees will have first right of refusal to respond to the needs of the Corporation after 4:30 p.m. Only if there are no employees available to complete the task or if deemed an emergency by management, will the services of a contractor be utilized.

The Union recognizes the Employer's right to manage the facilities and to control costs.

Dated this 8th day of September, 2026

FOR THE UNION	FOR PTBO HOUSING CORPORATION
	Jennifer McLauchlan
Shannon Hartford (Sep 18, 2026 18:17:13 EDT)	Richard Grotsch
Jessica Kulla	Robin Sarniak
Julie O'Brien	

LETTER OF UNDERSTANDING #2

BETWEEN

PETERBOROUGH HOUSING CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 504.02

RE: "ON-CALL RESPONSIBILITIES"

The Employer and the Union agree to an On-Call Duty Roster for employees.

"ON-CALL Responsibilities" do not replace the role of management responsibilities. There will always be a manager on call. The employee would only be contacted if the manager requires said employee to provide information and/or attend a property. Employees would use the work issued cell phone for on-call duty and would be responsible to ensure it is always accessible while on on-call duty.

1. Any bargaining unit employee can request to be on the on-call roster.

2. The on-call schedule shall cover a 3 month period and shall be posted one (1) month in advance. A three (3) month schedule shall be provided to all participating employees and the Union one (1) month in advance of the beginning of the schedule. The schedule shall not be changed without the consent of the Employer and the Employee.

3. In order to be eligible for on-call, the employee must be a permanent employee, and have completed the required probationary period. Employees who have not yet completed the required probationary period will be eligible to participate in training for on-call prior to the completion of their probationary period.

4. Employees who have the option to participate in on-call and who are interested in on-call shall submit a request form to participate in on-call to the appropriate Director or designate, 30 days prior to the schedule being posted.

5. Once Employees submit the requests in accordance with #4 above, the Director or designate shall issue a blank schedule for participating employees to submit their availability for the three (3) month period. Where on-call weeks are not filled through this process, the Employer will put a call out to the current on-call roster to fill the vacant weeks.

6. On-call duties will be distributed equitably, by seniority and interest.

7. On-call shall take effect on a weekly schedule from Thursday at 4:30 p.m. and end the following Thursday at 4:30 p.m.

8. Employees participating will be compensated with1.5 hours pay per day of "stand-by" from 4:30pm to 7:00am (14.5hrs) weekdays, and 2.5 hours pay per day on weekends 7:00am to 7:00am (24hrs) on weekends. When any part of an on-call day falls within a Paid Holiday the employee shall be provided an additional one (1) hour pay.

9. The on-call Manager shall contact the Employee when assistance or site visit is required. The employee will have fifteen (15) minutes to return a call from the manager from the time that the call was placed. Should the employee fail to return the call within the prescribed time limits, the Manager will take appropriate steps to ensure assistance is provided, which will include first reviewing the on-call roster to contact other employees to ensure timely coverage.

10. It is understood that the maximum response time to any on-call should not exceed one (1) hour. This means that from the moment of contact, employees on-call are expected to respond and take action within one (1) hour unless otherwise agreed (ie: due to inclement weather or county location) upon by both parties in exceptional circumstances.

11. When Physical on-site response occurs and the on-call duty employee is required to leave their place of residence to attend to the call, they shall be paid in accordance with Article 17 and Article 28.

12. When the Employee is contacted and subsequently isn't required to leave their residence they shall be compensated for all time dealing with the call at a minimum of one (1) hour pay at the applicable overtime rate.

13. It is understood that After Hours Service will not contact the Employee on-call.

14. When the employee on-call is required to leave their residence to attend to a call(s) and out of their residence for more than five (5) hours in the on-call period and they have a regularly scheduled shift within five (5) hours of returning home, they shall not be required to attend the scheduled shift and shall be paid for such shift.

15. The Employer agrees to provide the appropriate training to ensure that all employees feel confident in their ability to perform the job. Any employee who feels they have not received adequate training may remove themselves from the list of employees participating or request additional training.

16. Employees assigned to on-call duty shall not be required to participate in on-call duties during normal working hours.

17. Any employee who becomes ill during or prior to on-call duty which extends into the on-call duty period shall not be required to be on-call and any replacement shall not be the responsibility of the Employee.

18. On-call duty shall not be used as a reason to deny Vacation or Lieu Time if the Employee requests such vacation or Lieu Time at least thirty (30) days in advance of being scheduled for on-call duty.

19. Employees shall not be assigned on-call duty during scheduled vacation.

20. No Employee who has not volunteered for on-call duty shall be required to participate.

21. If the Employer has grounds for concern of any employees work in relation to on-call duty, the Employer, Employee and Union shall meet to discuss.

22. Any Employee volunteering for on-call duty may, with thirty (30) days written notice, remove themselves from participating. The vacated shifts shall be offered to other Employee's that have volunteered and are currently on the schedule, by seniority.

23. The on-call roster and this Letter of Understanding do not replace the obligations under Article 16.04 and the roster shall not be used in the cases of planned overtime or overtime arising during normal business hours.

Dated this 8th day of September, 2026

FOR THE UNION	FOR PTBO HOUSING CORPORATION
	Jennifer McLauchlan
Shannon Hartford (Sep 18, 2026 18:17:13 EDT)	Richard Grotach
Jessica Kulla	Robin Sarniak
Julie O'Brien	

LETTER OF UNDERSTANDING #3

BETWEEN

PETERBOROUGH HOUSING CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 504.02

RE: ON-SITE PROVISIONS

The parties agree to be bound by this Letter of Agreement regarding On-Site Provisions. Should the employer, decide to or be legislated to re-introduce Building Custodians that are required to live on site the following articles and conditions will form terms of the Collective Agreement. Although this letter of agreement is enforceable as part of the Collective Agreement it will not be attached as such.

ARTICLE 15 – ON-SITE PROVISIONS

15.01

A Building Custodian who is required to live on-site will have supplied by the Employer, unfurnished living accommodation, heat, water supply, hydro and a standard telephone (excluding personal long distance calls) and one free parking space where available at monthly rental as follows:

(a) For full-time employees, rent shall be $ 324.00 per month for the duration of the agreement.

(b) For permanent part-time employees, rent shall be based on the employee's total wages utilizing the current rent-geared-to-income formula for family housing. There will be a minimum rent of $ 88.00 per month for both senior citizens and family housing units. However, no monthly rent shall exceed $ 268.00 for the duration of the agreement

15.02 On site Premiums

(a) Building Custodians who are required to live on-site, who are scheduled for on-site duties, and required to remain on-site will be paid an on-site premium of 90 cents per hour. Such premium will be paid from completion of their regular scheduled shift to 12:00 midnight, during which they are required to be on-site, with the exception of their scheduled off-duty days as remuneration for availability.

(b) Building Custodians who are required to live on-site, who are scheduled for on-site duties and have been provided with a pager or an alternative method of communication by the Peterborough Housing Corporation for use during on-site duties, will not be paid the on-site premium. They are not required to remain on-site, but must cany their communications device and be readily available to respond for work during the scheduled on-site hours.

(c) Article 17.01 (Call-Out and Reporting Allowance) shall not apply to Building Custodians during this period; however, the provisions outlined in Article 16 will apply.

15.03

The Employer will permit On-site Building Custodians to attend union meetings on request, provided that no additional costs are incurred by the employer and that operational requirements can be maintained.

15.04 On site Rotation

(a) For the purposes of allowing rotation of on-site building custodians within the Peterborough Housing Corporation to cover more than one building within a geographic location, it is agreed that a mutually arranged schedule for the assignment of on-site responsibility can be implemented within the Peterborough Housing Corporation,

(b) Any on-site building custodian responsible for more than one building during the scheduled on-site time shall respond to all calls and be paid at the overtime rate during the period of on-site duty. This includes all types of housing units in the area.

(c) Any off-duty on-site building custodian called out shall be paid the call-out allowance in accordance with Article 17.01.

(d) For the purpose of this Article, "on-site" is defined as being physically on the site from the completion of the regular scheduled shift to 12:00 midnight and be able to respond immediately to communications from management.

(e) In the event that an on-site building custodian is away for any reason, the next on-site building custodians in the rotation schedule shall be appointed to cover the period of absence

15.05

An on-site Building Custodian who is no longer eligible for the accommodation due to retirement or receipt of Long-Term Disability and who qualifies for rent-geared-to-income accommodation may make an application to the Peterborough Housing Corporation

Board for a waiver of the normal policy of accommodation. The Board will consider the merits and circumstances of each case individually in making its decision. Where the Board agrees to approve the waiver, alternate accommodations shall be found for the individual at the earliest opportunity

ARTICLE 17 – CALL-OUT AND REPORTING ALLOWANCE

17.01 Each employee who has completed a regular day's work and leaves the place of work (including On-site Building Custodians who have completed their regular shift and the on-site time) and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time-and-one-half the employee's basic hourly rate.

17.02 An On-site Building Custodian shall not be entitled to more than one call-out and reporting allowance unless such a second call-out occurs more than two hours after the time of the first calling.

32.08 MOVING EXPENSES ON TRANSFER

The Employer will defray the moving expenses of on-site building custodians who are permanently transferred or are removed from an on-site to an off-site position, other than for disciplinary reasons, at the employer's request.

Building Custodians required to live on site shall be paid at the then current Building Custodian rate of pay in the Collective Agreement at the time.

The Parties agree that this Letter of Agreement will be enforceable in perpetuity.

Dated this 8th day of September, 2026

FOR THE UNION	FOR PTBO HOUSING CORPORATION
	Jennifer McLauchlan
Shannon Hartford (Sep 18, 2026 18:17:13 EDT)	Richard Grotach
Jessica Kulla	Robin Sarniak
Julie O'Brien	

LETTER OF UNDERSTANDING #4

BETWEEN

PETERBOROUGH HOUSING CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 504.02

RE: ADJUSTED LUNCH PERIOD (ALP)

This Letter of Understanding outlines the importance of the Employer providing flexibility and options to our employees while ensuring the smooth operation of our business. The purpose of this Letter of Understanding is to establish the guidelines and procedures for requesting and participating in the ALP.

In the event there is a conflict between this Letter of Understanding and the Collective Agreement. this Letter of Understanding shall prevail.

To be eligible for an ALP the employee must be assigned to Group 1.

Parameters for the Adjusted Lunch Hour

1. Upon request by Employee, the Director may approve an ALP schedule which provides that an Employee shall be permitted to take a half (½) hour lunch period and either start their work day at 9:00 am or end their work day at 4:00 PM. Any request shall be given proper consideration within fifteen (15) business days of the date of request and will not be unreasonably denied. If any request is denied, the employee may request a meeting with the Union and appropriate Director to discuss the request in order for the parties to attempt to find solutions to allow the request, understanding that a solution may not be possible.

    a. If more than one half (½) of the Employees request an ALP approval shall be granted on a one week rotational basis which would result in each employee having the half hour lunch every other week.

    b. The immediate supervisor may consider alternative rotating schedules.

    c. The immediate supervisor may request an adjusted schedule to allow for operational demands.

2. The following Employees shall not be allowed to participate in the ALP:

    a. Technical Services Coordinator

b. Employees on probation

c. Employees on a trial period

d. Temporary Employees with less than six (6) months of service.

e. Compressed Work Week

f. Eligibility for future positions with similar responsibilities to the Technical Services Coordinators shall be determined on a case by case basis.

3. Employees may voluntarily opt out of the ALP.

4. If an Employee participating in the ALP chooses to opt out of the ALP, they can only opt back in after a six (6) month period.

5. Should an employee approved to participate in the ALP transfer to a new position, it is understood that the employee will be required to submit a new request. For clarity, the ALP does not transfer with an employee.

Dated this 8th day of September, 2026

FOR THE UNION	FOR PTBO HOUSING CORPORATION
	Jennifer McLauchlan
Shannon Hartford (Sep 18, 2026 18:17:13 EDT)	Richard Grotsch
Jessica Kulla	Robin Sarniak
Julie O'Brien	

LETTER OF UNDERSTANDING #5

BETWEEN

PETERBOROUGH HOUSING CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 504.02

RE: COMPRESSED WORK WEEK

Peterborough Housing Corporation (PHC) is committed to service excellence for residents and to supporting the well-being of employees. PHC strives to enhance organizational levels of service and productivity, while providing flexibility in work schedules for employees, with minimal *or* no cost to the corporation.

This Letter of Understanding outlines parameters for the implementation, application and interpretation of a Compressed Work Week (CWW) program which will be in effect as of date of ratification and effective January 1, 2027.

In the event there is a conflict between this Letter of Understanding and the Collective Agreement, this Letter of Understanding shall prevail.

Parameters for the CWW:

1) The following Employees shall not be eligible to participate in a CWW:

    a) Weekend Custodian and Weekend Maintenance Worker and Waste Services Operator;
    b) Employees on probation;
    c) Employees on a trial period (as per Article 9.03 of the Collective Agreement)
    d) Temporary Employees;
    e) Employees participating in remote work arrangements;
    f) Employees with less than six (6) months of service.

2) For Group 1 Employees:

    a) Upon written request by the Employee, the Director may approve a CWW schedule. Any request shall be given proper consideration and will not be unreasonably denied. If any request is denied, the employee may request a meeting with the Union and the appropriate Director to discuss the request and attempt to find solutions to allow the request, understanding that a solution may not be possible.

b) CWW requests shall be submitted by the employee in writing to their supervisor between November 1-November 30 for the following calendar year. All CWW requests submitted in writing between November 1-November 30, shall be approved according to seniority. The schedule will be approved by seniority. The CWW schedule shall commence on January 1, and end December 31, of the same year. All CWW requests submitted after November 30, shall be given proper consideration within fifteen (15) business days of the date of request and shall be approved on a first-come first-served basis. If approved, the CWW schedule shall begin within fifteen (15) business days of the date of approval.

3. For Group 2 employees

a) Upon written request by the Employee, the Director may approve a CWW schedule. Any request shall be given proper consideration and will not be unreasonably denied. If any request is denied, the employee may request a meeting with the Union and the appropriate Director to discuss the request and attempt to find solutions to allow the request, understanding that a solution may not be possible.

b) CWW requests shall be submitted by the employee in writing to their supervisor annually between March 1 - March 31. All CWW requests submitted in writing between March 1 - March 31 shall be approved according to seniority. The schedule will be approved by seniority. The CWW schedule shall commence on April 16 and end on November 14 of the same year.

c) All CWW requests submitted after March 31 shall be given proper consideration within fifteen (15) business days of the date of request and shall be approved on a first-come first-served basis. Approved CWW schedules submitted after March 31 shall begin within fifteen (15) business days of the date of approval, or upon meeting eligibility, which ever date is later.

4. Compressed Work Week Schedule:

a. Employees regular weekly hours shall be scheduled over the compressed work week by mutual agreement between the employee and immediate supervisor and shall not commence before 7:00 AM and end no later than 6:00 PM, and shall not include working a split shift. The CWW schedule, coupled with other flexible work arrangements, must not negatively impact customer service, productivity or business continuity when Employees are out the office.

b. For Group 1, the beginning and end of the shift shall be scheduled to ensure operational needs are met and shall be determined by mutual agreement between the employee and their immediate supervisor. The employee may request, subject to the supervisor's approval, that the current unpaid one-hour lunch break be reduced to 30 minutes per day.

c. For Group 2 employees that work 40 hours, the schedule shall be ten hours a day four (4) days a week between Monday to Friday with two (2) twenty (20) minute paid rest periods.

a. For Group 2 employees that work 35 hours the schedule shall be three - 9 hour days and one - 8 hour day between Monday to Friday with two (2) fifteen (15) minute paid rest periods.

b. Overtime, as defined in Article 16 will not apply unless the Employee works more than their regular weekly hours.

c. Days off afforded through the compressed work week may not be accumulated or banked into alternate weeks or days.

d. When a recognized holiday falls within the scheduled work week, employees shall *revert* to the regular work week, for that particular week, as laid out in Article 13.01 of the CUPE Local 504.2 Collective Agreement. A regular work week is scheduled hours *over* a 5 workday period Monday to Friday.

e. Directors and Managers may, at their discretion and with 10 business days notice, require that Employees *revert* to a regular work week for the purpose of vacation or other absence coverage. Efforts will be made to mitigate the impact of approved vacation on employees participating in the CWW.

5. Vacation and sick time for employees participating in the CWW will be commuted to hours, based on the employees' regular entitlement in a non-compressed work week as per Article 18.03 of the Collective Agreement.

6. If an Employee participating in the CWW chooses to opt out of the CWW, they and can only request to opt back in after a 6 month period.

Signed at Peterborough, Ontario this 8th day of September 2026

On behalf of the Union

Shannon Hartford (Sep 18, 2026 18:17:13 EDT)

Jessica Kulla

Julie O'Brien

On behalf of the Employer

Jennifer McLauchlan

Richard Grotack

Robin Sarniak

LETTER OF UNDERSTANDING #6

Between

Peterborough Housing Corporation

and

(the "Employer")

Canadian Union of Public Employees, Local 504.02

(the "Union")

RE: UNFUNDED SUMMER STUDENTS

WHEREAS the Employer and the Union are parties to a Collective Agreement with effective dates from January 1, 2026 to December 31, 2028 and effective January 1, 2027;

AND WHEREAS the Union is the sole and exclusive bargaining agent for all employees of the Employer save and except those positions set out in Article 2.01 of the Collective Agreement;

AND WHEREAS students hired through government-sponsored funding initiatives ("Funded Summer Students") are outside the scope of the Bargaining Unit pursuant to Article 2.01(c);

AND WHEREAS there may be summer students not covered by government-sponsored funding initiatives ("Unfunded Summer Students");

AND NOW THEREFORE the parties agree, on a without prejudice or precedent basis, as follows:

1. The Unfunded Summer Students are not covered by the Collective Agreement. The terms and conditions of their employment are as follows:

   (a) The term of employment will be no more than four (4) months, normally between May 15 and September 15

   (b) The Unfunded Summer Students will be paid an hourly rate of the minimum wage, plus 50 cents, less applicable deductions.

   (c) The regular hours of work for Unfunded Summer Students will be 35 hours per week.

   (d) The Unfunded Summer Students will receive all vacation and statutory entitlements in accordance with the *Employment Standards Act,* 2000. The Unfunded Summer Students will not receive any further benefits, in

addition to the statutory entitlements.

(e) The Unfunded Summer Students will be covered by the current provisions of the WSIA.

(f) The Unfunded Summer Students will be considered as probationary employees for the duration for their employment term.

2. In order to be eligible for employment, the Unfunded Summer Student must provide proof that they are:

(a) currently enrolled as a student in an educational institution; and

(b) planning to return to an educational institution in the fall of the same year, upon the completion of the summer employment term.

3. There shall be no more than four (4) unfunded students hired who shall perform the same duties as student positions submitted for funding approval through Canada Summer Jobs; Community Development Assistant and/or Housing Administrative/IT Assistant.

4. Any unionized employee currently on lay-off, or laid off during the term of this agreement, shall be offered the option of performing the duties of the unfunded students at the classification rate of their former position. If an employee on lay-off declines the offer, it shall have no negative impact on their recall rights under the collective agreement.

Signed at Peterborough, Ontario this 8th day of September 2026

On behalf of the Union	**On behalf of the Employer**
	Jennifer McLauchlan
Shannon Hartford (Sep 18, 2026 18:17:13 EDT)	Richard Grotach
Jessica Kulla	Robin Sarniak
Julie O'Brien	

Robin Sarniak

LETTER OF UNDERSTANDING #7

Between

Peterborough Housing Corporation

and

(the "Employer")

Canadian Union of Public Employees, Local 504.02

(the "Union")

RE: HOURS OF WORK

The parties also agree to make best efforts to explore and create new work opportunities.

The parties agree that the Employer may request agreement from the Union to create new positions with hours of work outside of those prescribed in Article 13.

The parties shall convene a meeting within ten working days of any request to discuss new work opportunities that could result in hours of work outside of those prescribed in Article 13.

It is agreed that nothing in this Letter of Understanding will result in hours of work that violate the provisions of article 13.01(a).

Signed at Peterborough, Ontario this 8th day of September 2026

On behalf of the Employer	**On behalf of the Union**
Jennifer McLauchlan	
Richard Grotach	Shannon Hartford (Sep 18, 2026 18:17:13 EDT)
Robin Sarniak	Jessica Kulla
	Julie O'Brien

LETTER OF UNDERSTANDING #8

BETWEEN

PETERBOROUGH HOUSING CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 504.02

RE: REMOTE WORK ARRANGEMENTS

This Letter of Understanding is entered into between the Employer and the Union to address remote work arrangements.

If an Employee submits a Remote Work Arrangement Request Form ("Request Form") pursuant to the Human Resources Directive HR1-D9 - Remote Work Arrangements (the "Directive"), the Employer shall fully approve, partially approve, or deny the Request Form (the "Decision") within no more than 30 calendar days of the date that the Employer receives the Form.

The Employer agrees to fairly and consistently apply the obligations and entitlements described in the Directive.

If a Request Form is partially approved or denied, the Employer, the Employee, and a Steward shall meet to discuss the Decision within 15 calendar days of the Decision (the "Meeting").

If an Employee continues to disagree with the Decision after the Meeting, the Employee shall have 30 calendar days to describe any such concerns, in writing, to their immediate manager (the "Appeal"). The Employer will have 30 calendar days to respond to an Appeal.

Remote Work Arrangements shall be a standing agenda item at Joint Labour/Management Committee meetings.

Signed at Peterborough, Ontario this 8th day of September 2026

On behalf of the Employer	**On behalf of the Union**
Jennifer McLauchlan	Shannon Hartford (Sep 18, 2026 18:17:13 EDT)
Richard Grotsch	Jessica Kulla
Robin Sarniak	Julie O'Brien

LETTER OF UNDERSTANDING #9

BETWEEN

PETERBOROUGH HOUSING CORPORATION

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS' LOCAL 504.02

RE: STAFF ACCOMMODATION FACILITIES COMMITTEE (ARTICLE 32.01)

Whereas, the Parties are committed to collaborative practices that support the provision of accommodation for meals and the keeping of clothes and washroom facilities per Article 32.01; and

Whereas, the Parties wish to establish a framework to address the challenges with lunch, laundry and washroom facilities and trial innovative solutions through a joint committee process;

Now therefore, the Parties agree as follows:

1. The Parties agree to establish a Joint Facilities Committee within thirty (30) calendar days of ratification of the Collective Agreement to collaboratively develop solutions.

Committee Composition

2. The Committee shall consist of:

- Three (3) Union representatives: two (2) employees from the affected area(s), and the President or designate.
- Up to three (3) Employer representatives, including one (1) representative from People and Culture.

3. The Committee shall be co-chaired by a member from the Union and Management.

Mandate and Operations

4. The Committee shall:

- Establish terms of reference.
- Review existing facilities.
- Identify and recommend solutions to issues/challenges.
- Meet regularly throughout the term of the Collective Agreement to evaluate and address emerging issues.

5. For clarity, the work of this Committee is not intended to replace, duplicate or supercede the responsibilities of the Joint Health and Safety Committee.

6. Recommendations of the Committee shall be implemented where there is mutual agreement of the Parties. Where a recommendation includes a trial period, the duration and evaluation criteria shall be established jointly by the Parties in advance.

7. Committee recommendations with a financial impact and requiring the approval of the Executive Leadership Team ("ELT") shall be made in writing. The ELT agrees to provide a written response to any Committee recommendation within thirty (30) calendar days of receipt. Where the ELT declines a recommendation, written reasons shall be provided to the Committee. Recommendations with a financial impact shall not be unreasonably denied or delayed by the ELT.

8. For the first six (6) months following its establishment, the Committee shall meet once per month. Following this period, the Committee shall meet no less than quarterly, or at the mutual agreement of the Parties.

9. The Committee does not have authority to amend the language of the Collective Agreement.

    a) Where a temporary suspension of specific provisions is agreed to, the parties will enter into an interim Letter of Understanding to govern the suspension of such provisions, which may include, without limiting the generality of the foregoing, language addressing either party's ability to terminate a trial solution through the provision of notice.

Signed at Peterborough, Ontario this 8th day of September 2026

On behalf of the Employer	**On behalf of the Union**
Jennifer McLauchlan	
Richard Grotsch	Shannon Hartford (Sep 18, 2026 18:17:13 EDT)
Robin Sarniak	Jessica Kulla
	Julie O'Brien

APPENDIX B – BUILDING ATTENDANT

MEMORANDUM OF UNDERSTANDING

SUBJECT: BUILDING ATTENDANT

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

Purpose:
Building Attendants will be required to live on-site and their duties will be confined exclusively to the security of the Building and its Tenants.

Qualifications:
Ability to understand simple oral and written instructions.

Duties:

reporting maintenance problems to supervisor
reporting on vandalism to supervisor
assisting on lock-outs
monitoring fire alarm systems and assisting in cases of fire alarms
reporting disturbances to supervisor and/or to police
maintaining general security, ensuring doors are properly secured
any other related duties.

(a) Building Attendants will receive rent free accommodation which will be valued in accordance with Income Tax regulations and which will include free heat, hydro, water and a base rate of $35.00 monthly for telephone cost.

(b) Building Attendants in affordable housing properties will receive rent free accommodation which will be valued in accordance with Income Tax regulations and will include a base rate of $35.00 monthly for telephone cost.

Where a Building Attendant is required to perform any work other than those duties listed above, the Housing Corporation will pay the Building Attendant for such work at the rate of: minimum wage plus 50 cents per hour.

On the following basis:	Less than 15 minutes	¼ hour minimum
	15 to 30 minutes	1/2 hour
	31 to 45 minutes	3/4 hour
	46 minutes to 1 hour	1 hour

Union dues as per Article 5.01 will be deducted monthly, based on earnings for the previous month and in accordance with rates laid down by the Union from time to time. However, no dues will be deducted if the Building Attendant has worked eight (8) hours or less during the previous month.

It is understood that Building Attendants are covered per current provisions of the WSIB.

Signed at Peterborough, Ontario this 8th day of September 2026

FOR THE UNION	FOR THE HOUSING CORPORATION
	Jennifer MacLauchlan
Shannon Hartford (Sep 18, 2026 18:17:13 EDT)	Richard Grotsch
Jessica Kulla	Robin Sarnuk
Julie O'Brien	

SCHEDULE "A"

Benefits Provider Booklet

(Renew)

KG/COPE491