

COLLECTIVE AGREEMENT

Between:

PERTH AVENUE HOUSING CO-OP

in the Municipality of Metropolitan Toronto

-and-

UNIFOR AND ITS LOCAL 333



January 1, 2018 - December 31, 2020

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	1
ARTICLE 3 – RECOGNITION.....	1
ARTICLE 4 - DISCRIMINATION AND SEXUAL HARASSMENT.....	2
ARTICLE 5 - NO STRIKE OR LOCK-OUT	3
ARTICLE 6 - UNION SECURITY.....	3
ARTICLE 7 - UNION REPRESENTATION	4
ARTICLE 8 - UNION SENIORITY	5
ARTICLE 9 - HOURS OF WORK.....	6
ARTICLE 10 – OVERTIME.....	7
ARTICLE 11 – REMUNERATION	8
ARTICLE 12 – VACANCIES	8
ARTICLE 13 - PAID HOLIDAYS	9
ARTICLE 14 – VACATIONS	9
ARTICLE 15 - SICK LEAVE.....	10
ARTICLE 16- LEAVE OF ABSENCE.....	11
16:01 PERSONAL LEAVE	11
16:02 PARENTAL AND ADOPTIVE LEAVE	11
16:03 COMPASSIONATE LEAVE.....	11
16:04 JURY DUTY AND SUBPOENAED WITNESS LEAVE	12
ARTICLE 17 - PROFESSIONAL DEVELOPMENT.....	12
ARTICLE 18 – CONFIDENTIALITY.....	13
ARTICLE 19 - HEALTH AND SAFETY	14
ARTICLE 20 – EXPENSES	14
ARTICLE 21 – BENEFITS.....	15
ARTICLE 22 - BULLETIN BOARDS.....	16
ARTICLE 23 - GRIEVANCE PROCEDURE	16
ARTICLE 24 - ARBITRATION PROCEDURE	17
ARTICLE 25 - LEGISLATIVE CHANGES	18
ARTICLE 26 - NO CONTRACTING OUT.....	19
ARTICLE 27 - SCHEDULE "A" - WAGES	19
ARTICLE 28 - DURATION.....	20

ARTICLE 1 – PURPOSE

1:01 The general purpose of this Agreement is to establish and to maintain collective bargaining relations between Perth Avenue Housing Co-op (the "Co-op") and its employees, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

The parties hereto recognize their mutual interest and responsibility for the successful operation of the Co-op and agree it is the duty of the Co-op and the Employees to promote at all times the aims, goals and purposes of the Co-op by cooperating to the fullest extent in all matters having to do with the successful operation of the Co-op.

The Co-ordinator shall be the primary resource person and consultant to the Co-op and the Board on matters relating to management, administration, and community development and organization and shall be the co-ordinator of all other employees of the Co-op.

The Maintenance Worker/Superintendent shall be the primary resource person and consultant to the Co-ordinator and the Board of Directors on all matters relating to the maintenance requirements of the Co-op.

ARTICLE 2 - MANAGEMENT RIGHTS

2:01 The Co-op agrees that it will exercise its management rights in a fair and reasonable manner, consistent with principles of cooperation.

2:02 All written materials, plans, drawings or other materials in which copyright or property rights can exist, which are prepared by the employee in the course of employment, shall be the sole property and copyright of the Co-op unless otherwise arranged between the Co-op and the employee.

ARTICLE 3 – RECOGNITION

3:01 The Co-op recognizes the Communications, Energy and Paperworkers Union of Canada (the "Union") as the sole collective bargaining agent for all of its employees in the Municipality of Metropolitan Toronto, Ontario.

3:02 Persons whose regular jobs are not in the bargaining unit will not work on any jobs for which rates are established in this Agreement, except for the purpose of

instructing, or in emergencies when regular employees are not available. A reasonable effort will be made to fill emergency jobs with qualified bargaining unit employees.

The foregoing shall not be construed as restricting members of the Co-op from performing such tasks as may have been performed prior to the issuance of the certificate by the Labour Board, October 16, 2002, provided the performance of said tasks does not result in the lay off of employees in the bargaining unit or a reduction in the hours of work in the bargaining unit.

ARTICLE 4 - DISCRIMINATION AND SEXUAL HARASSMENT

4:01 The Co-op agrees that it shall be bound by the Ontario Human Rights Code and that there shall be no discrimination, interference, restriction, harassment or coercion exercised or practised with respect to any employee, by reason of age; race, creed, colour, national origin, political or religious affiliation or beliefs, political activity, gender, sexual orientation, marital status, parental status, family status, number of dependents, place of residence, physical handicap where the handicap does not prevent the usual performance of the required duties of the position; or educational background. Neither shall there be discrimination by reason of the exercise of any of the rights contained in this Collective Agreement.

This shall apply in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise.

4:02 The Board shall take all appropriate steps to ensure that no form of discrimination or sexual harassment is allowed in the workplace or work-related situations.

Sexual harassment shall be defined as any unwanted sexually-oriented practice that undermines the employee's health; job performance or workplace relationships, or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to, any unwanted sexual comments, suggestions, physical contact or coercion that the employee finds objectionable or offensive and that causes the employee discomfort and any reprisals arising out of an employee's objections to such practices.

4:03 Employee reports of discrimination or sexual harassment shall be dealt with as grievances under Article 22 (Grievance Procedure).

4:04 Where the employee is discriminated against or sexually harassed by Co-op staff or members in such a way that the employee feels her/his work performance will be threatened, the employee may receive up to 5 days paid leave on approval of the Board.

In the case of sexual assault, the employee may receive up to 3 months leave on approval of the Board. If she/he is away from her/his residence at the time of the assault for approved reasons of employment, the Board agrees to cover the cost of travel for the immediate return to her/his place of residence. After an incident of sexual harassment or assault, and within 24 hours of it being reported, the Staff Advocate and Board shall meet to determine the appropriate length of leave.

This paragraph does not apply if assault or harassment is committed by a member of the general public unaffiliated with the Co-op.

4:05 An alleged harasser shall not deal with such grievances at any step in the Procedure.

4:06 In situations where the employee would normally be required to deal with the alleged harasser, the Board shall grant an appropriate change of work responsibility, upon request; to the harassed employee or shall change the work responsibility of the alleged harasser.

4:07 Where the alleged harasser is a member of the Co-op, such member shall be called before the Board to consider a motion to terminate that member's occupancy rights for breach of the Bylaws; at which meeting the employee will be entitled to attend and to make representations to the Board prior to its vote.

ARTICLE 5 - NO STRIKE OR LOCK-OUT

5:01 The Union agrees that there will be no strike and the Co-op agrees that there will be no lock-out during the term of this Agreement.

The word "Strike" and the word "Lock-Out" shall be deemed to have the meaning given these words in the (Ontario) Labour Relations Act.

ARTICLE 6 - UNION SECURITY

6:01 (a) All employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, remain members in good standing during the term of this Agreement.

- (b) All new employees hired after the effective date of this Agreement shall authorize the Co-op to deduct from their wages an initial amount set by Local 333 and the regular monthly union dues. Then upon completion of their probationary period, be required as a condition of employment, to become members of the Union and to remain members in good standing during the term of this Agreement.
- 6:02 (a) The Co-op will deduct from all bargaining unit employees; the amount of monthly dues which the Union uniformly levies upon its members in accordance with its constitution and Local Union by-laws once each pay period and remit same to the Financial Secretary of Local 333 of the Union not later than the fifteenth (15th) day of the following month.
- Should the Union require any change in the amount of Union dues, the Local Union will advise the Co-op in writing two (2) weeks prior to the effective date of such change.
- (b) A list setting out each employee's name, address, telephone number, his/her hourly rate, and total hours worked shall accompany the cheque. Should any employee not have paid the required monthly dues, the reason for such non-payment shall be stated on the list, exclusive of shift premiums, overtime, bonuses and incentives.
- 6:03 There shall be a probationary period of ninety (90) calendar days for all new employees.

ARTICLE 7 - UNION REPRESENTATION

- 7:01 The Co-op acknowledges the right of the Union to appoint or otherwise select from among the employees of the Co-op a Union Committee, composed of one chairperson and one steward, and will recognize the said Committee for the purpose of negotiating renewal amendments and for attending grievance meetings with representatives of the Co-op, provided that no more than two (2) such members shall attend at such meetings.
- 7:02 The parties agree to establish a Labour/Management Relations Committee consisting of two (2) representatives of the Union and two (2) representatives of the Co-op. The committee will meet from time to time as issues warrant, by mutual agreement, at a time mutually convenient to the Co-op and the Union, without loss of pay to any party, to discuss matters of mutual concern. The Local 333 Business Agent and/or National Union Staff Representative may attend such meetings.

7:03 If, at such times the Co-op requires the Union Committee members to meet either prior to or after regular working hours, employees will be paid their regular hourly rate. It is to be understood negotiations and arbitrations are excluded.

7:04 The Co-op shall pay employees their regular wages for days absent from work to attend to Union business. Such paid days shall be to a maximum of four (4) days each, annually. The Union will provide two (2) weeks written notice when such time off is required.

ARTICLE 8 - UNION SENIORITY

8:01 Seniority, as referred to in this Agreement shall mean length of continuous service in the employ of the Co-op.

8:02 An employee will be considered to be on probation and will have no seniority standing until she/he has completed ninety (90) calendar days with the Co-op.

Upon satisfactory completion of the probationary period, an employee will then acquire seniority standing dated from the date she/he commenced her/his current period of employment with the Co-op.

8:03 The Co-op will post a seniority list at a central location and shall revise such list if and when changes occur. Normal classifications will be indicated. A copy of such list shall be made available to the Union. Where two (2) or more employees have the same seniority date, the employee whose application was first processed shall be deemed to have the greatest seniority.

8:04 An employee shall lose seniority standing and her/his name shall be removed from the seniority list and staff roll for any of the following reasons:

- (1) If the employee quits her/his employment with the Co-op;
- (2) If the employee is discharged for cause and such employee is not reinstated pursuant to the provisions of the grievance procedure herein;
- (3) If any employee has been on lay-off for fifteen (15) continuous months;
- (4) If the employee retires.

ARTICLE 9 - HOURS OF WORK

N.B. The Board of Directors recognizes that the work demands of the Co-op exceed the ability of two employees to complete during normal working hours. No disciplinary action shall be taken due to a failure to complete tasks within the employee's normal duties unless the employee has repeatedly ignored direction to prioritize a task to the exclusion of other tasks.

9:01 The normal work week shall be thirty-five (35) paid hours Monday to Friday. The normal work week.

9:02 There shall be one (1) paid break of fifteen (15) minutes for each one-half (½) day worked.

Such breaks may be combined and taken as thirty (30) minutes.

9:03 From time to time a schedule of hours to be worked by employees shall be established by written agreement between the employee concerned and the Board. These hours shall be scheduled to conform to the needs of the Co-op and shall include specified times when the office shall be open to members. This schedule shall be deemed to be a part of this agreement once the parties have agreed to it. It is understood that from time to time situations may require closing the office during office hours (e.g. emergencies, holidays, off-site work related meetings, etc.) For the Co-ordinator a.m. hours of work must be scheduled only with his/her consent. The normal hours of work for maintenance employees shall be Monday - Friday.

9:04 At times other than the specified hours when the office is open to members, the administrative staff shall close the office to provide uninterrupted time for administrative and other work.

9:05 The Co-ordinator shall keep a record of hours worked and report these hours regularly.

9:06 All other employees shall keep a record of hours worked and report these hours regularly to the Co-ordinator.

9:07 Hours of Work for the position of Superintendent

a) The position will entail an average of thirty-five (35) hours per week, including evening and week-end work, exclusive of meal periods.

b) The employee will also be "on-call", only for emergencies, when the on-call team has a problem they cannot handle.

- c) When he is "on-call", the employee must carry the beeper/cell phone provided by the Co-op, stay within ten (10) minutes of a telephone, and keep a cell phone near for calling out.

ARTICLE 10 – OVERTIME

- 10:01 All overtime work shall be voluntary, except in case of emergency.
- 10:02 From time to time, the duties of the position may require overtime. It is at the discretion of the Co-ordinator to authorize such overtime as is necessary for all staff, including himself/herself, within reasonable limits, as justified by the circumstances of the employee's job requirements.
- 10:03 The employee will be paid for every hour worked, according to the following schedule:
- i) For the hours in excess of thirty-five (35) in a given week, the employee will receive payment equivalent to one and one-half (1½) times the regular hourly amount of remuneration.
 - ii) Statutory holidays shall be considered to be seven (7) hours worked for the purposes of calculating overtime.
- 10:04 Overtime may be compensated by time off on an hour and one half-hour basis for overtime. However, at the time of working the overtime, the employee may elect remuneration for overtime, in which case the payment shall be equivalent to 1½ the hourly wage for all hours over thirty-five (35) in a given week. In any event, all outstanding **overtime must be paid out on the anniversary date of each contract year.**
- 10:05 The wage for overtime shall be at the hourly wage when the overtime was worked, regardless of when the overtime is paid.
- 10:06 The employee must submit a claim for the overtime hours worked on a monthly basis in the manner approved by the Co-op.
- 10:07 (a) An employee who has been called back to work after completing her/his scheduled hours of work for the day, shall be guaranteed a minimum of four (4) hours pay at her/his straight time hourly rate or the overtime rate of time and one-half (1½) for the hours worked, whichever is greater.

- (b) Where, in an emergency situation and as a result of a problem arising, the Co-op or its agent, in lieu of calling an employee back to work may contact the employee to obtain information regarding the operation and/or repair of equipment, the employee shall be entitled to compensation equivalent to one (1) hour's pay at the straight time rate or the straight time rate of pay for the duration of each call, whichever is greater.

ARTICLE 11 – REMUNERATION

11:01 Rates of pay for all positions are set forth in Schedule A, Wages, Article 27.

11:02 Salary due to each employee shall be paid every two weeks on Thursday.

11:03 In the event an employee is temporarily assigned the duties of a higher-rated position; she/he shall receive the rate of that higher-rated position for the full period of the assignment. If an employee is temporarily assigned the duties of a lower-rated position, the rate of pay of her/his normal position will be maintained.

ARTICLE 12 – VACANCIES

12:01 All vacancies will be posted. Internal applicants will be given priority.

12:02 (a) The Co-op will advise the Union of any new positions before they are put into effect.

- (b) When a new position is created or an existing position is significantly changed, the Co-op will discuss with the Union the salary to be paid. If an agreement cannot be reached, the matter may be the subject of a grievance up to and including arbitration, as provided for in this Agreement.

ARTICLE 13 - PAID HOLIDAYS

13:01 The employee is entitled to a paid holiday at her/his regular rate of pay on each of the following public holidays:

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

13:02 Where a public holiday falls on a non-working day, the employee is entitled to take a lieu day either on the last working day before or the first working day after the holiday or as may be agreed to by the Co-ordinator and the employee.

13:03 Where a public holiday falls during the employee's vacation, the day shall be considered a paid holiday and shall not count as a vacation day.

13:04 Where the employee is required to work on a paid holiday, she/he shall be compensated with two (2) hours off for each hour worked, or paid double her/his hourly wage.

13:05 Where an employee prefers to take alternative paid holidays for religious reasons she/he may substitute up to ten (10) such days for the days listed under 13.01. The employee must notify the Co-ordinator at least thirty (30) days in advance of such substitution.

13:06 The employee is entitled to time off with pay for any week days which fall between Boxing Day and New Year's Day.

ARTICLE 14 – VACATIONS

14:01 The employee's vacation is worked out in the information below:

<u>Years Worked</u>	<u>Vacation Weeks</u>	<u>Vacation Pay Percentage</u>
1 to 4	3	6%
5 to 12	4	8%
13 to 19	5	10%
20 to 24	6	12%
25 onwards	7	14%

Vacation pay shall be paid at the time the employee takes her/his vacation.

The employee's vacation will be scheduled in consultation with the other staff and is subject to Board approval. Any unused vacation time (up to one (1) week only) will be paid to employee.

14:02 The employee's vacation schedule will be arranged by mutual agreement between the employee and the Co-ordinator to conform with the work requirements of the Co-op. Notwithstanding the above, the employee is entitled to take at least two (2) weeks uninterrupted vacation.

14:03 Vacation days may not be accumulated from year to year unless mutually agreed to in advance by the employee and the Board, in writing.

Employees must take a minimum of two (2) weeks vacation as time off.

Where vacation leave has accumulated and no other arrangements have been made, the employee shall be paid in lieu of leave at the employee's current rate of pay.

14:04 Upon termination of employment, the employee shall be compensated for any unused vacation days accrued at the employee's regular rate of pay at termination.

14:05 No vacation shall accrue to the employee during an unpaid leave of absence longer than four (4) weeks.

14:06 Vacation entitlement for new or probationary employees will be pro-rated for time worked.

14:07 Vacation days may be used up to one (1) year in advance; provided that upon termination of employment, an amount equivalent to the unearned leave of vacation taken, calculated at the employee's current rate of remuneration, shall be deducted from any monies owing to the employee: In any case the monies equivalent to the unearned leave shall remain recoverable from the employee.

ARTICLE 15 - SICK LEAVE

15:01 Employees are entitled to paid sick leave of one and one-quarter (1.25) days per month to be credited (pro-rated to fiscal year) immediately upon the employee's first day of work and on the first day September thereafter. These days may be taken for personal illness or illness of a spouse, child or other dependant. They may also be used for personal medical appointments or medical appointments of

a spouse, child or other dependant when such appointments cannot be scheduled otherwise:

15:02 When sick leave is used, the employee shall inform the Coordinator as soon as possible. Upon return from sick leave of more than three (3) days, the employee may be required to provide a medical certificate.

15:03 The employee is entitled to fifteen (15) sick days per year, commencing each January 1st. Any unused sick days by the end of the year (December 31st) will be placed into a Sick Bank. The Sick Bank will hold up to forty (40) days under this current contract. Payment will be pro-rated on the basis of the hours per day normally worked.

ARTICLE 16 - LEAVE OF ABSENCE

16:01 PERSONAL LEAVE:

Employees may take personal leave without pay with the prior permission of the Board of Directors. During any leave of absence up to four (4) weeks the employer will maintain all employee benefits. Employee benefits may be maintained after this period of time upon payment in advance from the employee and with the explicit permission of the Insurer.

16:02 PARENTAL AND ADOPTIVE LEAVE:

If the employee or the employee's spouse or spousal equivalent is having or adopting a child, she/he shall be allowed up to three (3) weeks leave with pay.

She/he shall be allowed up to six (6) months of additional leave without pay:

The Co-op shall maintain employee benefits, as described in Article 22 (Benefits); during this leave.

The employee taking parental or adoptive leave shall sign a "Parental/Adoptive Leave Agreement".

16:03 COMPASSIONATE LEAVE:

Should a death occur in the family of an employee, the Co-op shall grant Compassionate Leave with pay at her/his straight time hourly rate, provided that:

- i) The employee has completed her/his probationary period.

- ii) Compassionate Leave shall be granted with pay as follows: Five (5) days for Spouse, (includes same sex relationship), Child, Parents, Step-Parents, Sister, Brother, Grandparents, Father-in-law, Mother-in-law, Brother-in-law, Sister-in-law and Grandchild.

The same may be granted for other individuals at the Co-op's discretion. Such leave shall not be unreasonably denied.

When a death occurs in the employee's immediate family, as defined above, while the employee is on vacation, then the applicable days of Compassionate Leave shall be allowed and be provided.

16:04 **JURY DUTY AND SUBPOENAED WITNESS LEAVE:**

The Co-op agrees to pay an employee who is summoned for jury duty or witness duty the difference between her/his pay received, exclusive of any expenses received, as a juror or witness and the pay she/he would have received had she/he worked her/his regularly scheduled working hours at her/his straight time hourly rate to a maximum of two months. To qualify for such make-up pay the employee must promptly notify the Co-op of her/his selection for jury duty or witness duty, must furnish proof of service amount received for jury duty or as a witness and must return to work at every reasonable opportunity during the period of such jury or witness duty.

ARTICLE 17 - PROFESSIONAL DEVELOPMENT

17:01 The employee shall be entitled to fifty-six (56) hours per year with pay for professional development; professional meetings or for other directly job-related educational purposes. The schedule for such leave shall be arranged between the employee and the Co-op. Approval shall not be unreasonably withheld. Professional development Leave shall not accumulate from year to year.

17:02 Payment of costs related to education including course fees, convention fees and expenses, and travel costs, shall not be unreasonably withheld.

17:03 The Co-op may direct the employee to take a course to upgrade job skills. Where the employee is so directed, the Co-op shall pay one hundred percent (100%) of the tuition fee directly to the educational institution, and shall reimburse the employee for necessary textbooks, which shall become the property of the Co-op. The employee will be given leave with pay to attend the course, and such leave shall be in addition to the provisions of Article 17:01.

17:04 The Co-ordinator shall attend the Co-operative Housing Federation of Canada Staff Development Conference each year as part of the fifty-six (56) hours in Article 17:01.

17:05 Employees may request a leave of absence without pay to pursue educational opportunities, directly job-related or not, subject to the following conditions:

- (a) she/he must have been employed by the Co-op for two (2) years prior to the commencement of the leave;
- (b) the timing and length of the leave must meet the approval of the Board;
- (c) the employee has applied to the Board at least three (3) months prior to the commencement of the leave.

The Board will grant such leave at its discretion.

17:06 The Employer agrees to pay into a special fund an amount of three cents (\$.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

ARTICLE 18 – CONFIDENTIALITY

18:01 The employee shall keep confidential any information obtained about any member or employee of the Co-op in the course of her or his employment, except where that information is required for the functioning of the Co-op, in which case, the employee shall give the information only to the party that requires the information:

- (a) information requested by the Board of Directors;
- (b) information required by Committees for the functioning of the Co-op;

- (c) information required to ensure the functioning of the Coop by governments, crown agencies and corporations, and funding agencies; and
- (d) where requested to release information to others by the Board of Directors.

18:02 Employees shall use discretion in releasing information about the business affairs of the Co-op in any matter where the Coop's interest may be harmed by the release of such information.

18:03 Upon direction by the Board, employees shall keep confidential any other matters concerning the Co-op.

18:04 Upon termination of employment, the employee shall deliver to the Co-op all documents, correspondence, plans or other written material, any copies thereof, and other physical property which belongs to the Co-op or is obtained during the course of employment.

ARTICLE 19 - HEALTH AND SAFETY

19:01 The Union and the Co-op agree to abide by Federal, Provincial and Municipal legislation related to Health and Safety.

19:02 The Maintenance and Administrative Coordinator and Maintenance Worker/ Superintendent shall be supplied with CSA-approved footwear and any other protective equipment necessary to perform their duties.

19:03 The Co-op must provide a non-smoking work environment.

19:04 The employee has the right to refuse work which she/he regards as unsafe.

ARTICLE 20 – EXPENSES

20:01 The Co-op shall reimburse the employee for the following out of pocket expenses incurred in the performance of work duties:

- (a) automobile travel at forty-seven cents (\$0.47) per kilometre.
- (b) actual expenses for parking, upon presentation of valid receipts.

- (c) actual fares for public transit.
- (d) actual expenses for bus or air travel with prior consent of the Board and upon presentation of valid receipts.
- (e) actual fares for taxi cabs taken to get home when required by Board or committee meetings to work later than 9:30 p.m. or more than ten (10) hours in one day, upon presentation of valid receipts.
- (f) reimbursement for child care at the same rate used for members if the employee is required to work outside regular hours.
- (g) other expenses approved at the discretion of the Board.

The above shall not include the cost of traveling to and from work, with the exception of (e), or of parking while at work.

20:02 When the employee is required to work at the Co-op for more than ten (10) hours in one day, she/he is entitled to claim a meal allowance of \$18.00.

20:03 The employee shall normally claim expenses within six (6) weeks after the last day of the month in which they were incurred.

ARTICLE 21 – BENEFITS

21:01 The Co-op shall provide the benefits as set out in the Cooperative Housing Federation of Canada (CHFC) Plan, or their equivalent, at no cost to the employees.

21:02 While the employee is waiting to receive disability benefits which have been authorized by CHFC Plan, the Co-op will maintain the employee's regular benefits and will advance funds to the employee, upon the employee's request. The funds will be equal to the monthly amount the employee will receive from the disability benefits. The employee may request advance funds in a lesser amount if she/he so chooses. The employee shall reimburse the Co-op in accordance with a repayment schedule agreed to by the employee and the Co-op prior to any disbursement of funds:

21:03 A Registered Retirement Savings Plan has been established for the employees at the Co-op. The employer shall provide one percent (1%) yearly to the maximum contribution of eighteen percent (18%) per year for each employee in the Plan.

ARTICLE 22 - BULLETIN BOARDS

22:01 The Co-op will furnish the Union with a Bulletin Board for use by the Union in posting Union Notices and Official Papers. Notices will be posted only by the authorized Union Representative and will be in keeping with the spirit and intent of this Agreement.

ARTICLE 23 - GRIEVANCE PROCEDURE

23:01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Collective Agreement.

23:02 Should a grievance arise it shall be handled in accordance with the following procedure:

STEP 1: The employee, together with her/his Steward, shall take the matter up with the Staff Liaison Officer. The Staff Liaison Officer shall give a decision within five (5) working days from the date of the receipt of the grievance.

STEP 2: If the Staff Liaison Officer does not settle the matter to the satisfaction of the employee, it shall be taken up by the Union, which shall include the Business Agent and/or the CEP National Representative, with the Co-op within a further ten (10) working days from receipt of the answer in Step 1, and a decision rendered in writing within ten (10) working days.

A claim by an employee that she/he has been unjustly discharged or suspended will be treated as a grievance, provided that she/he files a written grievance with the Co-op within five (5) working days after her/his discharge, or suspension. In such cases, Step 1 of the grievance procedure will be omitted. Where an employee grieves dismissal the employee shall continue to perform all duties at current pay rates until the grievance has been finally resolved (except where allegations of gross negligence or misconduct, danger to others or theft have been made).

23:03 A Co-op grievance may be taken up with the Union. In all cases, the Union's decision regarding same will be given in writing and, failing satisfactory settlement, the grievance shall be subject to the Arbitration Procedure set out in Article 24 of this Agreement.

A Union grievance may similarly be taken up with the Co-op on matters of a general nature relating to this Agreement, provided that such grievance cannot be otherwise brought forward as the grievance of an employee or group of employees pursuant to the provisions of Article 23 of this Agreement. The Co-op's decisions in such cases shall be given in writing and, failing satisfactory settlement, the grievance shall be subject to the Arbitration Procedure set out in Article 24 of this Agreement.

23:04 An employee will have the right to have her/his Steward present when she/he is being formally disciplined.

The Co-op will supply the Union with a copy of any written warning or reprimand issued to an employee.

23:05 An employee's discipline record shall be cleared after twelve (12) months provided that the cause for the disciplinary action has been satisfactorily rectified within the twelve (12) month period.

ARTICLE 24 - ARBITRATION PROCEDURE

24:01 If the grievance remains unsettled following the procedure set forth in Article 23 of this Agreement, it may be submitted to arbitration provided that the party calling for arbitration notifies the other party in writing, to that effect not more than seven (7) working days after the date the decision is rendered at Step 2 of the grievance procedure.

24:02 (a) When either the Co-op or the Union requests that a grievance be submitted to arbitration, such request shall be made in writing addressed to the other party to this Agreement, and shall at the same time nominate the arbitrator within fifteen (15) days, thereafter the other party shall nominate an arbitrator. The two (2) arbitrators so nominated shall choose a third arbitrator who will act as Chairperson of the Arbitration Board. If within fifteen (15) days they fail to agree upon an impartial arbitrator such impartial arbitrator shall, at the request of either of the nominated arbitrators, be appointed by the Minister of Labour of the Province of Ontario.

The Co-op and the Union may agree on a sole arbitrator.

(b) The time limits herein specified are directory and may be extended by mutual agreement.

24:03 The Arbitrators shall set the procedure for the hearing.

24:04 Should the three (3) person Arbitration Board not arrive at a majority decision, the decision of the Chairperson shall become the decision of the Board, and the decision of the Board shall be final and binding on both the Co-op and the Union.

24:05 The Arbitration Board shall not be given any power to alter or change any of the provisions of this Agreement, nor to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

In cases involving discharge or suspension; however, the Board may uphold the Co-op's action in discharging or suspending the employee, or may order reinstatement of the discharged or suspended employee with full compensation for lost time or may issue such other decision within these limits which, in the Board's opinion; is just and equitable in the circumstances.

24:06 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly and equally bear the expenses of the Chairperson of the Arbitration Board. Where the parties agree to a sole arbitrator, the parties will jointly and equally bear the expenses of the arbitrator.

24:07 No matter may be submitted to arbitration which has not been properly carried through all stages of the Grievance Procedure.

ARTICLE 25 - LEGISLATIVE CHANGES

25:01 If any part of the conditions of employment as outlined in the Agreement are determined to be illegal by any judicial or legislative action, the remaining articles shall continue to be operative:

If it is deemed necessary to renegotiate any Article for the purpose of legislative or judicial conformity, such negotiation shall be subject to the following:

- i) All changes must be by mutual consent; and
- ii) All changes will become a part of this Agreement.

ARTICLE 26 - NO CONTRACTING OUT

26:01 Employees employed in the following classifications listed under Article 27:01, Maintenance and Administrative Coordinator, Administrative Assistant/Bookkeeper and Maintenance Worker/Superintendent shall not lose employment as a result of:

- contracting out of these services
- a change in Provincial legislation
- a change in Federal legislation
- a change of ownership

for the term of this Collective Agreement.

26:02 If a vacancy occurs in any of these positions then said vacancy shall be filled under the Collective Agreement, within the terms of this Agreement.

ARTICLE 27 - SCHEDULE "A" - WAGES

27:01 Schedule "A" Wages

	January 1 st , 2018
Maintenance and Administrative Coordinator	\$49.64 per hour
Administrative Assistant/Bookkeeper	\$22.65 per hour
Maintenance Worker/Superintendent	\$33.00 per hour
Custodian	\$19.60 per hour

Severance

Up to five (5) years service - two (2) weeks, plus two (2) weeks per year of service.

Five (5) plus years - two (2) weeks, plus four (4) weeks per year of service.

Duration

Three (3) year Collective Agreement.

Year One	CPI plus 2%	
Year Two	CPI plus 2%	January 1, 2019
Year Three	CPI plus 2%	January 2, 2020

ARTICLE 28 - DURATION

28:01 This Agreement shall be effective from January 1, 2018 and shall remain in force through December 31, 2020 and unless either party gives the other party written notice of termination or of a desire to amend the Agreement, then it shall continue in effect, without change from year to year thereafter until terminated in the manner hereinafter provided.

Notice that amendments are required or that either party intends to terminate the Agreement, shall be given during the period of not more than ninety (90) days and not less than thirty (30) days, prior to the termination date or anniversary date, in the event of any subsequent yearly extension as provided above.

Signed at Toronto this 18th day of January, 2018.

For the Co-op:



Joyce Sarkies
President

For the Union:



Carmela Grouse



Cynthia Payne