

COLLECTIVE AGREEMENT

BETWEEN

KINGSTON & FRONTENAC HOUSING CORPORATION
(Hereinafter referred to as “the Employer”)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 109
(Hereinafter referred to as “the Union”)

JANUARY 1, 2021 TO DECEMBER 31, 2025

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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 15.
- (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 who is absent on leave or while seconded to a management or bargaining unit excluded position, or while participating in career development or:
- (i) 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 three hundred and sixty-five (365) calendar days.
- (g) "Building Monitor" - a person retained by the Employer for purposes outlined in Appendix A of the Agreement. The only terms and conditions of the Agreement that apply to Building Monitors shall be as outlined in Appendix A, Memorandum of Understanding, which forms part of the Collective Agreement.
- (h) "Student" means a person who is enrolled in a regular full-time program at high school, college or university.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 109 as the sole and exclusive bargaining agent for all employees of the Kingston & Frontenac Housing Corporation in the County of Frontenac, save and except Supervisors and persons above the rank of Supervisor, students and Executive Assistant to the Chief Executive Officer.

2.02 Work of the Bargaining Unit

No person who is not in the Bargaining Unit shall perform work which is normally and exclusively performed by employees in the Bargaining Unit, if the performance of such work directly results in the layoff of the Bargaining Unit employee who would normally have performed the work.

- 2.03
- (a) Where the duties of a Bargaining Unit position are significantly changed to the extent that the classification would change, the Union will be informed and shall be supplied with the revised job description.
 - (b) 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(s) 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 description.
 - (c) 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 be appointed to assist the Parties in resolving the disputed rate.

Failing agreement during mediation, the Employer-set-rate shall remain in force and the matter shall be referred to collective bargaining for final resolution. It is understood and agreed that the wage rate set for the classification may not be grieved and may not be referred to arbitration.

2.04 Temporary Employees

- (a) Articles 2.04, 4, 5.01, 8.06 and 16 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) days from the date of becoming aware of the need for a temporary replacement in order to fill such position and as such, the Employer will deduct Union dues for the first thirty (30) days.
- (c) The thirty (30) 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 and as such, the Employer will deduct Union dues from the employee.

- 2.04 (d) The three hundred and sixty-five (365) calendar days identified in Article 1.01 (f) may be extended or otherwise amended by mutual agreement of the Parties. In the event that there is a need for the temporary position beyond three hundred and sixty-five (365) calendar days and the period is not extended, the temporary position will either:
- (i) be abolished for a period of no less than thirty (30) calendar days; OR
 - (ii) become a permanent full-time or permanent part-time vacancy and be posted in accordance with Article 10 - Staff Changes.

The three hundred and sixty-five (365) calendar days identified in Article 1.01 (f) is for a new temporary vacancy and not when the temporary employee is replacing a permanent or probationary employee.

- 2.05 Correspondence to the Union arising out of this Agreement or incidental thereto (including all grievance responses) shall be sent to the Recording Secretary of the Local Union at its office with a copy to the Unit Chairperson and a copy to the Stewards elected from the bargaining unit.
- 2.06 The Union shall provide the Employer written notice of all the Officers of the Union who will be acting on behalf of the Union in matters pertaining to this Agreement. The Employer is not responsible to recognize any Officer until it has been so notified.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 The Union recognizes and agrees that it is the exclusive function of the Employer to manage the operations of the organization in all respects, subject only to specific limitations in this Collective Agreement. Any matter not dealt with in this Collective Agreement remains within the residual management rights of the Employer. The Employer agrees that the exercise of these functions shall not be inconsistent with the provisions of this Collective Agreement.

ARTICLE 4 - DISCRIMINATION OR INTIMIDATION

- 4.01 (a) The Parties recognize and agree to abide by the provisions of the Ontario Human Rights Code.
- (b) The Employer and the Union agree 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 non-membership or legal union activity.

- 4.02 (a) The Parties agree to abide by the Kingston & Frontenac Housing Corporation's policy on Workplace Discrimination & Harassment Prevention.
- (b) Cases 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 to the next step.
- (c) "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome, but does not include the normal exercise of management functions.

ARTICLE 5 - COMPULSORY CHECK-OFF

- 5.01 The Employer, in respect to each of the employees in the Bargaining Unit, shall deduct from the last pay of each and every month of each employee a sum equivalent to the monthly dues 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 paid to all employees.
- 5.02 Upon completion of an employee's probationary period the Employer will deduct the initiation fee from those employees who sign an authorization for such deduction of initiation fees on a form satisfactory to the Employer.
- 5.03 The Union will save the Employer harmless in respect of any deductions and remittances made pursuant to Sections 5.01 and 5.02.
- 5.04 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 Employer.

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.
- 6.03 In the event of one Party wishing to call a meeting of the Negotiating Committees the other Party shall be notified. The meeting shall be held at a time and place as shall be fixed by mutual agreement.
- 6.04 The 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 two (2) days per member. Such employees shall be paid at their regular rate of pay and the Union shall reimburse the Employer for the full cost of wages and benefits for time so spent.
- 6.06 The Employer shall grant leave of absence without loss of pay or credits to members of the Union who participate in negotiations or conciliation provided that not more than two (2) employees at one time shall be permitted such leave for any one set of negotiations.

ARTICLE 7 - NO STRIKES OR LOCKOUTS

- 7.01 It is agreed that there will be no lockouts by the Employer and no strikes by the Union as long as this Agreement continues to operate.

ARTICLE 8 - SENIORITY

- 8.01 (a) Seniority as referred to in this Agreement shall mean length of continuous, unbroken service with the Employer and will accumulate retroactively to the date of hire, for all who were employees of Kingston & Frontenac Housing Corporation as at December 31, 2000. For all employees hired on or after January 1, 2001, seniority will accumulate retroactively to the date of hire, upon completion of a probationary period of:
- (i) for full-time employees, sixty (60) days worked but may be extended to ninety (90) days worked with written notice to the employee and the Union.
 - (ii) for permanent part-time employees, a period of six (6) consecutive months, but may be extended to nine (9) consecutive months with written notice to the employee and the Union.

8.01 (b) The probationary period will exclude absences due to pregnancy and/or parental leave and absences for which Workplace Safety and Insurance benefits are received. Seniority will not accumulate for periods of unpaid leave of more than thirty (30) calendar days or for any period of layoff of more than thirty (30) calendar days.

8.02 Seniority for permanent part-time employees will accumulate on the basis of one (1) year's seniority for each eighteen hundred and twenty (1820) hours worked for employees as of the last date of hire.

8.03 The Employer shall maintain a seniority list for all employees as defined under Article 8.01. Seniority will be recorded as follows:

Full-time employees from their last date of hire.

Permanent part-time employees shall be as defined under Article 8.02 above.

No permanent part-time employee shall be credited with more than one (1) year of service during any calendar year regardless of hours of service.

An up-to-date seniority list shall be sent to the Union and posted on all appropriate bulletin boards in January of each year.

8.04 All employees and the Union will be provided with an up-to-date seniority list in January 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.

8.05 Loss of Seniority

An employee will lose all seniority and employment shall be deemed to be terminated for just cause 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 four (4) or more consecutive working days.

(d) Is laid off for a period in excess of nine (9) months.

(e) Retires or quits.

(f) Is laid off and fails to return to work within five (5) working days of the date the Employer issues a notice of recall, after being notified by registered mail.

- 8.06 A temporary employee is hired for a temporary period of time and shall acquire no seniority during the period of temporary employment and may be terminated at any time during the period of employment or at the end of the period of employment, at the sole discretion of the Employer. If a temporary employee is the successful applicant for a permanent position and completes the probationary period, the seniority of the temporary employee shall be back dated to the last date of hire, provided there has been no break in service between the period of temporary employment and the permanent employment.

ARTICLE 9 - LAYOFF AND RECALL

9.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

- (a) Employees on temporary layoff shall not have access to displacement rights.
- (b) When a position has been identified for 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.

9.02 Role of Seniority in Layoffs

In the event of a layoff that will exceed two (2) weeks, the most junior employee in the classification affected shall be laid off, provided the employees who remain have the skill, ability and qualifications to perform the work available. An employee about to be laid off may bump an employee with less seniority in an equal or lower paying classification, provided the employee wishing to bump has the skill, ability and qualifications to perform the work of the employee with less seniority. The employee wishing to bump another employee must notify the Employer within five (5) calendar days of receiving notice of layoff of the desire to bump or accept the layoff.

Where the employee fails to exercise the employee's rights under this Article, or where no suitable vacancy exists, the employee shall be laid off.

9.03 Recall Procedure

Employees shall be recalled to the position held immediately prior to the layoff in the order of seniority.

9.04 Recall

An employee who is laid off shall be provided, by regular mail at the employee's last known address, with copies of job postings for a period of nine (9) months from the date of layoff. The employee shall respond to the posting within the posting period.

No new employees shall be hired in a classification in which employees have been laid off, until those employees laid off have been given an opportunity of recall.

9.05 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off for more than two (2) weeks, thirty (30) calendar days prior to the effective date of layoff. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

9.06 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

9.07 An employee who has been on layoff for more than nine (9) months shall lose all rights of recall and seniority.

9.08 Where an employee has been laid off in accordance with this Article, and recalled within nine (9) months, the period of layoff shall not be included in determining the length of continuous service.

9.09 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 10 - STAFF CHANGES

10.01 Notice of Vacancies

- (a) When a new position is created or when a permanent vacancy occurs within the Bargaining Unit, which the Employer intends to fill, the Employer shall post the vacancy on appropriate bulletin boards for seven (7) calendar days with a copy to the Union in accordance with Article 2.05.

Employees who have been on LTD or WSIB for less than twenty-four (24) months or a leave of absence, or on a layoff for up to nine (9) months, who make a request in writing, will receive a copy of the notice of vacancy, which will be mailed to the last known address on record.

When the Employer decides not to fill a vacant position it will inform the Union in accordance with Article 2.05 in writing.

- (b) When a temporary assignment, which is going to continue beyond three (3) months occurs, the Employer will post a notice of the vacancy on the bulletin boards for seven (7) calendar days, with a copy sent to the Union in accordance with Article 2.05.
- (c) Subsequent temporary vacancies, arising from filling the temporary vacancy under 10.01 (b), may be filled at the Employer's discretion.

10.02 Such notice shall contain the following information:

Nature of position, qualifications, shifts, hours of work, wage rate or range.

- 10.03 In filling a vacancy, the Employer shall first give consideration to skill, ability and qualifications to perform the required duties. Where the Employer decides that the skill, ability and qualifications are relatively equal, seniority shall be the determining factor.
- 10.04 Within seven (7) calendar days of the date that a vacancy is filled, the name of the successful applicant shall be sent by e-mail to all employees who have access to the e-mail system and a copy shall be posted on the bulletin board referred to in Article 31.02.
- 10.05 The Union shall be notified within thirty (30) calendar days of all new hires (including temporary hires), promotions, demotions, layoffs, transfers, recalls, resignations, LTD employees and deaths or other terminations of employment.
- 10.06 When an assignment of "lead hand" is required the Employer shall select the individual to perform the duties of the "lead hand".

ARTICLE 11 - GRIEVANCE PROCEDURE

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

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

11.03 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 grievor and authorized Union Steward. 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 the employee's immediate supervisor who shall meet with the employee involved within five (5) working days of receipt of the grievance and shall render a decision in writing within five (5) working days of the date of the meeting. The employee shall be accompanied at the said meeting by the Union Steward.

Step 2

In the event that the employee 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 the written decision at Step 1 to the Chief Executive Officer. The Chief Executive Officer or designate shall meet with the authorized Union Steward and the grievor within five (5) working days of receipt of the grievance and shall give a written response to the Union Steward and the grievor within five (5) working days of the meeting.

Step 3

In the event that the Chief Executive Officer 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 as provided in Article 14 – Arbitration.

- 11.04 (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 within the time limits provided.
- (b) Where a grievance is not processed within the time allowed or has not been processed by the Union within the time prescribed, it shall be deemed to have been withdrawn.
- (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.
- 11.05 The Union in all steps shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided for in the previous steps.
- 11.06 The time limits provided in this Article are mandatory but may be extended or otherwise amended by mutual agreement of the Parties.
- 11.07 A Group Grievance is defined as a single grievance signed by the authorized Union Steward, on behalf of a group of employees whom the Union Steward represents and who have the same complaint. Such grievances must be dealt with at successive stages of the grievance procedure as set out in this Article.

ARTICLE 12 - SUSPENSION OR DISMISSAL

- 12.01 A claim by the Union that an employee has been suspended or dismissed without reasonable cause shall be treated as a grievance provided a written statement of such grievance signed by the grievor and authorized Union Steward is lodged with the 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 Employer may terminate the employment of a probationary employee at its sole discretion.
- 12.03 Union Representation at Disciplinary Meetings

When the Employer has decided to discipline an employee in the form of a suspension or discharge, the Employer will endeavour to meet with the employee to inform them of the discipline and will make all reasonable efforts to have a Union Steward or alternate in attendance at the meeting. Should the Union Steward or alternate be unable to attend within a reasonable time frame, the meeting will not be unduly delayed and the absence of a Union Steward shall not be a reason to void any discipline that is imposed.

12.04 Suspension or Dismissal

The record of any disciplinary action shall be removed from an employee's file after eighteen (18) months following such action, provided no other disciplinary action has been taken against that employee within that eighteen (18) month period.

ARTICLE 13 - POLICY GRIEVANCES

- 13.01 An allegation by either the Union or the Employer that the other Party has violated the Agreement, or with respect to the administration or application of this Agreement, may be made the subject of a grievance by the Union filing notice with the Chief Executive Officer or designate to that effect or by the Employer filing notice with the Union President or designate to that effect. Such grievances must be filed in writing within fifteen (15) working 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 Chief Executive Officer or designate, or Union President or designate where appropriate, shall meet with the authorized representative of the other Party within five (5) working days of receipt of the notice to consider and discuss the grievance. The responding Party shall reply in writing within five (5) working days after date of such meeting. If the Party that filed the grievance does not consider the reply satisfactory, it may within fifteen (15) working days immediately following receipt of such written reply, process the grievance to arbitration in accordance with Step 3 of the grievance procedure.
- 13.02 It is the intention of the Employer and the Union that the procedure provided by Article 13.01 shall be reserved for grievances in respect of which the regular grievance procedure as set out under Article 11 is not available. The Union will not submit a policy grievance for a matter which could have been addressed by individual employees or groups of employees.

ARTICLE 14 - ARBITRATION

- 14.01 Either Party may refer a grievance, not settled within the foregoing procedure, to arbitration. The Party referring the matter to arbitration will notify the other Party within fifteen (15) working days of the completion of Step 3 unless the time period is extended by mutual agreement in writing.

14.02 The Parties will attempt to agree to the composition of an Arbitration Board by way of appointing nominees who will in turn agree upon a Chairperson. The Party referring the matter to arbitration will appoint a nominee at the same time as it refers the matter to arbitration. The other Party will appoint a nominee within five (5) working days of the date that the matter is referred to arbitration. If the two (2) nominees fail to agree upon a Chair, the Minister of Labour of the Province of Ontario, upon the request of either Party, shall make the necessary appointment of the Chair. The decision of a majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chair shall be the decision of the Board of Arbitration. The decision of the majority (or the decision of the Chair) shall be final and binding upon the Parties and upon any employees affected by it.

Alternatively, the Parties may agree to a mutually acceptable sole arbitrator.

14.03 None of the foregoing provisions prevent either Party from making an application under Section 49 of the Ontario Labour Relations Act, as amended from time to time, for expedited arbitration.

14.04 After the grievance procedure as set out in this Agreement has been exhausted and after a grievance has been referred to arbitration under Article 14.01 of this Collective Agreement and before an arbitrator is contacted under this article, the Parties may agree to utilize the services of a mediator to assist the Parties in resolving their differences. In the event a mediator is requested, the process of contacting an arbitrator shall be delayed until after the mediation officer has conducted a meeting of the Parties. The Parties shall jointly share the expense of the mediator.

14.05 None of the foregoing provisions prevent the Parties from agreeing to a reference to an arbitrator on a Mediation/Arbitration basis.

14.06 Each of the Parties will bear the expenses of their nominee, if applicable, and one-half (1/2) of the expenses of the Chair of the Board or sole arbitrator, as the case may be.

14.07 It is understood by the Parties that if an arbitrator is selected under Article 14.02, the arbitrator shall have the same power as that provided by the Ontario Labour Relations Act, as amended from time to time.

14.08 The Board of Arbitration or sole arbitrator shall not have jurisdiction or authority to alter or in any way modify the provisions of this Agreement, or to substitute any new provision in lieu thereof, or to give any decision which is inconsistent with the terms and provisions of this Collective Agreement, unless its change is required by legislation, it being agreed that any matter not specifically addressed in this Collective Agreement remains within the residual management rights of the Employer.

ARTICLE 15 - HOURS OF WORK

- 15.01 (a) The normal week of all full-time employees of the Employer shall consist of five (5) days of seven (7) hours per day;

The average normally scheduled work hours shall not exceed seventy (70) hours for maintenance and administrative employees per two (2) week period over a reasonable period of time.

- (b) With prior approval of the supervisor, an employee may adjust their shift to enable them to attend medical or dental appointments or other such infrequent emergencies.

- 15.02 A schedule of hours of work shall be posted for all full-time employees thirty (30) days in advance, and shall not be changed by the Employer without two (2) 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.

- 15.03 Unless otherwise agreed by the Employer and the Union, a schedule of hours of work shall be posted for all permanent part-time employees no less than two (2) weeks in advance. If changes in such schedule are required the Employer will provide adequate and reasonable notice.

- 15.04 Nothing in this Article shall be deemed to be a guarantee of hours of work per day or of days of work per week.

ARTICLE 16 – WAGE RATES

16.01 (a) The wage rates of all employees within the Bargaining Unit shall be as follows:

CLASSIFICATION	2020	2021-1.25%	2022-1.25%	2023-1.75%	2024-2%	2025-2.25%
<u>GROUP 1(a)</u>						
Administrative						
AG1	\$18.79	\$19.02	\$19.26	\$19.60	\$19.99	\$20.44
	\$19.28	\$19.52	\$19.77	\$20.11	\$20.51	\$20.97
	\$19.68	\$19.93	\$20.18	\$20.53	\$20.94	\$21.41
	\$20.38	\$20.63	\$20.89	\$21.26	\$21.69	\$22.17
	\$20.94	\$21.20	\$21.47	\$21.84	\$22.28	\$22.78
AG2	\$19.65	\$19.90	\$20.14	\$20.50	\$20.91	\$21.38
	\$20.07	\$20.32	\$20.57	\$20.93	\$21.35	\$21.83
	\$20.70	\$20.96	\$21.22	\$21.59	\$22.02	\$22.52
	\$21.27	\$21.54	\$21.81	\$22.19	\$22.63	\$23.14
	\$21.83	\$22.10	\$22.38	\$22.77	\$23.23	\$23.75
AG3	\$20.29	\$20.54	\$20.80	\$21.16	\$21.58	\$22.07
	\$20.92	\$21.18	\$21.45	\$21.82	\$22.26	\$22.76
	\$21.56	\$21.83	\$22.10	\$22.49	\$22.94	\$23.46
	\$22.24	\$22.52	\$22.80	\$23.20	\$23.66	\$24.20
	\$22.91	\$23.20	\$23.49	\$23.90	\$24.38	\$24.93
AG4	\$21.23	\$21.50	\$21.76	\$22.14	\$22.58	\$23.09
	\$21.85	\$22.12	\$22.40	\$22.79	\$23.25	\$23.77
	\$22.54	\$22.82	\$23.11	\$23.51	\$23.98	\$24.52
	\$23.25	\$23.54	\$23.83	\$24.25	\$24.74	\$25.29
	\$23.96	\$24.26	\$24.56	\$24.99	\$25.49	\$26.06
AG5	\$21.96	\$22.23	\$22.51	\$22.91	\$23.37	\$23.89
	\$22.64	\$22.92	\$23.21	\$23.62	\$24.09	\$24.63
	\$23.33	\$23.62	\$23.92	\$24.34	\$24.83	\$25.39
	\$24.06	\$24.36	\$24.67	\$25.10	\$25.60	\$26.18
	\$24.83	\$25.14	\$25.45	\$25.90	\$26.42	\$27.01

CLASSIFICATION	2020	2021-1.25%	2022-1.25%	2023-1.75%	2024-2%	2025-2.25%
AG6	\$22.88	\$23.17	\$23.46	\$23.87	\$24.35	\$24.90
	\$23.62	\$23.92	\$24.21	\$24.64	\$25.13	\$25.70
	\$24.35	\$24.65	\$24.96	\$25.40	\$25.91	\$26.49
	\$25.11	\$25.42	\$25.74	\$26.19	\$26.71	\$27.31
	\$25.92	\$26.24	\$26.57	\$27.04	\$27.58	\$28.20
AG7	\$24.22	\$24.52	\$24.83	\$25.26	\$25.77	\$26.34
	\$24.96	\$25.27	\$25.59	\$26.04	\$26.56	\$27.16
	\$25.74	\$26.06	\$26.39	\$26.85	\$27.39	\$28.00
	\$26.54	\$26.87	\$27.21	\$27.68	\$28.23	\$28.87
	\$27.37	\$27.71	\$28.06	\$28.55	\$29.12	\$29.78
AG8 - PMA	\$25.05	\$25.36	\$25.68	\$26.13	\$26.65	\$27.25
	\$25.92	\$26.24	\$26.57	\$27.04	\$27.58	\$28.20
	\$26.78	\$27.11	\$27.45	\$27.93	\$28.49	\$29.13
	\$27.69	\$28.04	\$28.39	\$28.89	\$29.47	\$30.13
	\$28.63	\$28.99	\$29.35	\$29.86	\$30.46	\$31.14
AG8 - TSA	\$25.07	\$25.38	\$25.70	\$26.15	\$26.67	\$27.27
	\$25.95	\$26.27	\$26.60	\$27.07	\$27.61	\$28.23
	\$26.83	\$27.17	\$27.50	\$27.99	\$28.55	\$29.19
	\$27.74	\$28.09	\$28.44	\$28.94	\$29.52	\$30.18
	\$28.67	\$29.03	\$29.39	\$29.91	\$30.51	\$31.19
AG9	\$26.05	\$26.38	\$26.71	\$27.17	\$27.71	\$28.34
	\$27.00	\$27.34	\$27.68	\$28.16	\$28.72	\$29.37
	\$27.96	\$28.31	\$28.66	\$29.16	\$29.74	\$30.41
	\$28.98	\$29.34	\$29.71	\$30.23	\$30.83	\$31.53
	\$30.02	\$30.40	\$30.78	\$31.31	\$31.94	\$32.65
AG10	\$27.51	\$27.85	\$28.20	\$28.70	\$29.27	\$29.93
	\$28.52	\$28.88	\$29.24	\$29.75	\$30.35	\$31.03
	\$29.54	\$29.91	\$30.28	\$30.81	\$31.43	\$32.13
	\$30.60	\$30.98	\$31.37	\$31.92	\$32.56	\$33.29
	\$31.70	\$32.10	\$32.50	\$33.07	\$33.73	\$34.49
AG11	\$29.28	\$29.65	\$30.02	\$30.54	\$31.15	\$31.85
	\$30.28	\$30.66	\$31.04	\$31.58	\$32.22	\$32.94
	\$31.25	\$31.64	\$32.04	\$32.60	\$33.25	\$34.00
	\$32.25	\$32.65	\$33.06	\$33.64	\$34.31	\$35.08
	\$33.23	\$33.65	\$34.07	\$34.66	\$35.36	\$36.15

CLASSIFICATION	2020	2021-1.25%	2022-1.25%	2023-1.75%	2024-2%	2025-2.25%
GROUP 1(b)						
Community Relations						
Community Relation Worker	\$29.28	\$29.65	\$30.02	\$30.54	\$31.15	\$31.85
	\$30.28	\$30.66	\$31.04	\$31.58	\$32.22	\$32.94
	\$31.25	\$31.64	\$32.04	\$32.60	\$33.25	\$34.00
	\$32.25	\$32.65	\$33.06	\$33.64	\$34.31	\$35.08
	\$33.23	\$33.65	\$34.07	\$34.66	\$35.36	\$36.15
GROUP 2(a)						
Maintenance						
Building Custodian	\$24.19	\$24.49	\$24.80	\$25.23	\$25.73	\$26.31
Maintenance Repairperson /General Serviceperson	\$29.03	\$29.39	\$29.76	\$30.28	\$30.89	\$31.58
Painter	\$20.68	\$20.94	\$21.20	\$21.57	\$22.00	\$22.50

- 16.01 (b) 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 16.01 Group 2 (a).
- (c) Employees designated as “lead hand” by the Employer shall be entitled to and be paid a premium of one dollar and twenty-five cents (\$1.25) per hour over their own rate.

ARTICLE 17 - OVERTIME PAY

- 17.01 Each full-time employee shall be paid by the Employer at the rate of time and one-half (1 1/2) for time worked by such employee in excess of the hours set out in Article 15.01 (a).
- 17.02 Permanent part-time employees shall be paid at the rate of time and one-half (1 1/2) for all authorized time worked by such employees in excess of seven (7) hours per day and seventy (70) hours in a two (2) week period.
- 17.03 All overtime shall be authorized in advance in writing by the supervisor or designate, except in cases where staff are not on site in which case verbal authorization is sufficient provided that the overtime is signed off by the supervisor or designate on the applicable time sheet.
- 17.04 The Employer shall endeavour to distribute overtime relatively equally among permanent employees who normally perform the work.

- 17.05 Employees may opt to accumulate compensating leave on a straight-time basis in lieu of pay at the overtime rate in accordance with Article 17.01 and 17.02. Compensating time shall be taken at a time mutually convenient to the employee and the employee's immediate supervisor.
- 17.06 Compensating leave accumulated in a calendar year, that is not taken before January 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 their compensating time bank at any time on or before January 31 of the following year, upon giving fifteen (15) working days notice in writing, except in cases of emergency.
- 17.07 An employee scheduled to work overtime on the employee's day off shall receive a minimum of three (3) hours at time and one-half (1 1/2) of the employee's basic hourly rate.

ARTICLE 18 - CALL-OUT AND REPORTING ALLOWANCE

- 18.01 Each full-time employee who has completed a regular day's work and leaves the place of work and who is subsequently called back prior to the starting time of the next scheduled shift, shall be paid a minimum of three (3) hours at time and one-half (1 1/2) the employee's basic hourly rate. This is referred to as "call out pay". The opportunity for work on a call out basis will be offered to full time employees who normally perform the work on a rotating basis.

ARTICLE 19 - VACATIONS

- 19.01 (a) For the purpose of calculating vacation credits, service year will be computed from January 1 to December 31.
- (b) (i) 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 8.02 - Seniority.
- (ii) Permanent part-time employees shall earn vacation credits based on the ratio of straight time 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 straight time hours the employee is scheduled to work weekly during the period of vacation.
- (iii) Vacation will normally be taken in unbroken periods of at least one (1) week.

19.02 Vacation and vacation pay will accrue on the following basis:

An employee shall earn vacation credits at the following rates:

- (a) one and one-quarter (1 1/4) days per month during the first eight (8) years continuous service;
- (b) one and two-thirds (1 2/3) days per month after eight (8) years continuous service;
- (c) two and one-twelfth (2 1/12) days per month after sixteen (16) years of continuous service;
- (d) two and one-half (2 1/2) days per month after twenty-five (25) years of continuous service.
- (e) One (1) day per year for each additional year after the 25th year to a maximum of five (5) days.
- (f) Vacation may be scheduled at any time during the calendar year in which it is earned in accordance with Article 19.06.
- (g) Where an employee has taken vacation and then terminates his or her employment, the Employer will be entitled to withhold salary or wages owing, or in any event, shall be entitled to be reimbursed for any vacation monies already paid in excess of what was earned to date of termination.

Vacation credits under Article 19.02 (a) accrue in respect of a month or part thereof in which an employee is at work or on leave with pay.

Vacation shall be credited at the end of each calendar month, but for the purpose of administering vacation, the Employer will adjust each employee's vacation records at the beginning of each calendar year to show the amount of vacation the employee would be expected to earn in that calendar year.

- 19.03 (a) An employee shall be allowed to carry over a maximum of three (3) weeks vacation entitlement to the next vacation year. The Employer is entitled to obligate the employee to take their vacation during the vacation year. Any vacation entitlement in excess of the three (3) weeks shall be paid out.

- 19.03 (b) Vacations will normally be taken in unbroken periods of at least one (1) week. One-half (1/2) day vacations will be allowed, keeping in mind operational requirements.
- (c) An employee shall be allowed to take one quarter (1/4) days' vacation day up to a maximum of four (4) times in one (1) year, subject to the approval of the employee's immediate supervisor.
- 19.04 An employee who has completed twenty (20) or more years of service is entitled to receive, in the year ending with the end of the month in which the employee reaches the age of sixty-five (65) years, five (5) days' vacation leave of absence in addition to the normal vacation entitlement as set out in Article 19.02, such time to be considered as pre-retirement leave.
- 19.05 (a) A new employee shall not be entitled to take vacation until they have completed six (6) months of continuous service as a permanent employee.
- Subject to the provisions of Article 19.05 (a), an employee may, with the approval of the Chief Executive Officer or designate, take vacation to the extent of earned entitlement and the vacation credits shall be reduced by any such vacation taken.
- 19.06 Approval for vacation requests as outlined below will be subject to the approval of the Employer in accordance with its operational requirements. An employee shall submit a vacation request in writing to the supervisor by April 15 and the Employer shall post the approved vacation schedule by May 15. If more than one employee requests the same vacation and the Employer cannot allow the requests, seniority shall be the determining factor. Vacation requests submitted after April 15 shall be scheduled on a first-come, first-served basis, rather than utilizing seniority, except in the case of emergency which shall be dealt with on a case-by-case basis. Approval for vacation requests shall not be unreasonably withheld.
- 19.07 An employee shall be paid for any earned and unused vacation standing to the employee's credit at the date the employee's status ceases, or at the date the employee qualifies for payments under the Long Term Disability Plan.
- 19.08 An employee is not eligible for the entitlement under clauses 19.01 and 19.02 in respect of:
- (a) a whole calendar month in which they are absent from duty for any reason other than vacation or leave of absence with pay,
- OR
- (b) a period in excess of six (6) months during which a Workplace Safety and Insurance Board award is in effect unless the award is being supplemented with accumulated credits during any part of such whole month.

- 19.09 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, plus any subsequent days spent recovering to a maximum of five (5) days, on the written advice of a medical doctor, shall be considered sick leave to the extent of the employee's sick leave accumulation and those vacation days shall be rescheduled at another time. Written proof will be required to verify that the employee was hospitalized as an in-patient during that time.
- 19.10 An employee who has to use Bereavement Leave during a period of vacation shall have that portion of vacation considered Bereavement Leave. Employees may be required to provide satisfactory evidence of the bereavement.

ARTICLE 20 - DESIGNATED HOLIDAYS

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

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

When any other day is proclaimed as a holiday by the Federal Government and/or the Government of the Province of Ontario, that day shall be deemed part of this agreement. When any of the above holidays fall on a Saturday or Sunday or on a full-time employee's scheduled day off, the following normal working day shall be deemed to be a holiday for the purpose of this Agreement. If any of the above paid holidays fall on a normal non-working day for a full-time employee, they shall receive a lieu day (at basic hourly rate) to be taken on the next normal working day, which shall be deemed to be the straight time paid holiday. If any of the above paid holidays falls on a normal non-working day for a part-time employee, they shall receive a lieu day to be taken the next normal working day, which shall be deemed to be the holiday and will be paid wages for the lieu day calculated by taking the wages earned by the employee in the four weeks prior to the holiday, divided by twenty (20).

20.02 Each Full-time Employee:

- a) who is not required to work on a holiday as defined in Article 20.01 shall be paid at the employee's regular rate for each such holiday not so worked. In order to qualify for this benefit the employee must have worked the employee's last scheduled shift preceding and the employee's first scheduled shift following such holiday unless absence on either or both of these days is on account of:

- 20.02 (a) (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) must be substantiated by a doctor's certificate, or
- (ii) with the prior permission of the Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday.
- (iii) certified absence with pay through illness or injury, or with the prior permission of the Employer. If such permission has been obtained the leave of absence must have commenced no more than five (5) days before the holiday;
- (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 (1-1/2x) of their regular rate for all hours worked on that day, provided that such employee meets the condition applicable in the paragraphs above.
- (c) who is assigned to work on the holiday, must work the holiday in order to receive pay unless the employee provides a reason satisfactory to the Employer for their absence.
- (d) who is on layoff shall not be eligible for holiday pay.
- (e) who is sick shall not be entitled to receive both holiday pay and sick pay.
- 20.03 A permanent part-time employee shall be entitled to a paid holiday each year on each of the days indicated in Article 20.01 which fall on a day that is a regularly scheduled work day for the employee. Payment will be based on the number of hours that the employee was scheduled to work on that day. It is understood and agreed that permanent part-time employees' work week will not be rescheduled in order to deprive the employee of the payment provided for in this clause.
- 20.04 When a holiday as defined in Article 20.01 falls within an employee's vacation period the employee shall be entitled to a day off in lieu thereof at the employee's regular rate.

ARTICLE 21 – SICK LEAVE

21.01 Sick leave credits are established for use during enforced periods of absence from work due to illness, injury or properly certified quarantine, and are not available to an employee for absence caused by any other reason, except as outlined in Article 21.01 (e).

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

- (a) Sick leave credits shall accumulate at the rate of one (1) day for each calendar month of permanent full-time employment. Employees who commence employment during the first fifteen (15) days of a month, will be granted credits for that month. Employees who commence employment on or after the 16th of a month will not receive such credits.

Permanent part-time employees accumulate monthly sick leave credits based on the ratio of the hours scheduled to work per week compared to full-time employment.

- (b) A full-time employee shall receive no credit in respect of any month in which there is an absence from duty for any reasons other than:
 - (i) vacation leave
 - (ii) leave of absence with pay, or
 - (iii) authorized leave of absence without pay for a period that does not exceed ten (10) working days in a month.
- (c) (i) Sickness must be substantiated by a doctor's certificate if the absence is for more than three (3) consecutive working days, or for each and every absence, if so required by written notice, given in advance by the Employer. The notice will specify the reason and the duration of the requirement and may be extended upon notification to the employee. Medical certificates must be submitted to the employee's supervisor upon return to work or in accordance with Article 21.01 (d) (i), whichever is applicable.

21.01 (c) Continued

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 Chief Executive Officer 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 call in daily until such time as the employee can give an exact date of return. In cases of absence of more than three (3) days but less than ten (10) days, the employee shall furnish immediately a certificate from a legally qualified physician, giving the probable date on which the employee will be able to return to normal duties.

- (d) (i) Notwithstanding Article 21.01 (c) an employee absent for more than twenty (20) consecutive working days, shall furnish immediately a certificate from a legally qualified medical physician, giving the probable date on which the employee will be able to return to normal duties.
- (ii) If the Employer so requires, the employee will supply a medical certificate on the basis of Article 21.01 (d) (i) for every twenty (20) consecutive working days thereafter until the employee returns to work or until an L.T.D. application is approved, whichever is the latter. The Employer shall reimburse the employee for the cost of the medical certificate required under 21.01 (d), upon presentation of the official receipt.
- (e) Employees may, with the approval of the Employer, be allowed to use up to four (4) days per year of their accumulated sick leave credits in order to engage in personal preventative medical health and dental care or in cases of immediate family illness. Such permission shall not be unreasonably withheld. Request shall be made in writing stating that leave is requested under Article 21.01 (e) and employees shall provide the Employer with a minimum three (3) days' notice, except in an emergency.

Such absences to be a minimum of one (1) hour and any absences beyond one (1) hour are to be in increments of fifteen (15) minutes.

21.02 Sick Leave Records

Immediately after the close of each calendar year the Employer shall advise each employee in writing of the amount of sick leave accrued to the employee's credit.

- 21.03 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.
- 21.04 When an employee is required to provide a medical certificate, the certificate shall be signed by a qualified medical practitioner and shall contain the following information:
- That the employee suffers from a medical condition which prevents them from performing the essential duties of the job.
 - A prognosis about the length of the absence.
- 21.05 If an employee leaves work due to illness during a regularly scheduled work day, the employee will be paid for the time worked to the nearest hour. The remainder of the day will be deducted from the employee's sick leave credits.

ARTICLE 22 - WORKPLACE SAFETY INSURANCE

- 22.01 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.
- 22.02 (a) If the employee is still absent at the end of the six (6) weeks and the Workplace Safety Insurance Board has not rendered its decision on the claim, sick leave credits equivalent to the net pay received in accordance with Article 22.01 will be used from the first day of absence.
- (b) Where the employee has no sick leave credits, wages will be discontinued until the Board renders its decision.
- (c) If the Board subsequently approves the claim, the employee shall be paid in accordance with the WSIB Net Average Earnings Table and any sick leave credits used in accordance with Article 22.02 (a) shall be credited back to the employee.
- (d) If the Board subsequently declines the claim, the Employee shall be responsible to repay the Employer for any overpayment that may have occurred. A meeting shall be scheduled with the Employer, the Employee and a Union Representative for the purposes of writing a mutually agreeable repayment schedule.
- 22.03 (a) An employee who is absent by reason of an injury or industrial disease for which an award is made under the Workplace Safety Insurance Board, shall be entitled to receive the difference between the appropriate net pay calculated in accordance with the WSIB Net Average Earnings Table and the amount of the award.

- 22.03 (b) The difference indicated in Article 22.03 (a) shall be paid for a period not exceeding six (6) consecutive weeks or a total of thirty (30) working days where such absences are intermittent, from the first day of the absence without charge to the employee's accumulated credits. After the expiry of this period, the difference shall be paid to the extent of the employee's accumulated sick leave credits in the ratio that the amount compares to gross pay.
- 22.04 If the Employer so requires, the employee will supply a medical certificate from a legally qualified medical physician for every twenty (20) consecutive working days of absence following the accident or illness and thereafter, until the employee returns to work or until an L.T.D. application is approved, whichever is the later. The Employer shall reimburse the employee for the cost of the medical certificate required under this Article, upon presentation of the official receipt.
- 22.05 In all cases of work related injury, the Employer shall forward a copy of the WSIB Form 7 to the Union central Health and Safety Office, subsequent to the reporting of any on-the-job injury.
- 22.06 These conditions remain as long as the Employer continues as a Schedule 2 employer.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Bereavement Leave

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

- (a) Five (5) consecutive working days leave of absence with pay in the event of the death of the employee's spouse, child, step-child, or parents or current step parents.
- (b) Four (4) consecutive working days leave of absence with pay in the event of the death of the employee's brother or sister.
- (c) Three (3) consecutive working days leave of absence with pay in the event of the death of the employee's parent-in-law, daughter and son-in-law, brother and sister in-law, grandchildren and grandparents, legal guardian and legal ward.
- (d) One (1) day leave of absence with pay to attend the funeral of the employee's aunt or uncle.
- (e) Two (2) days leave of absence without pay to attend the funerals of relatives listed under 23.01 (a) and (b) if the location of the funeral is greater than eight hundred (800) kilometres (one way) from the employee's residence.

23.01 Continued

- (f) For the purpose of bereavement leave, the relationships specified in Article 23.01(a) and (b) are deemed to include a common-law spouse and a partner of the same sex.
- (g) An employee may elect to defer one (1) day of bereavement leave for the purpose of attending the actual interment by submitting such request to the Employer in writing. No request shall be unreasonably denied.

23.02 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.

23.03 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.

23.04 Pregnancy Leave

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

- (a) An employee entitled to pregnancy leave under the above, and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan as follows:
 - (i) for the first two (2) weeks, nothing;
 - (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 seventy-five percent (75%) of the actual weekly rate of pay for her regular classification which she was receiving on the last day worked, prior to the commencement of the pregnancy leave.

- 23.04 (b) An employee receiving the pregnancy leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage and accumulation of vacation and sick leave credits continued during the period she receives the pregnancy leave allowance.
- (c) To be eligible, the employee shall sign an agreement providing:
- (i) that she will return to work and remain in the employ for a period of at least six (6) months,
 - (ii) that she will return to work on the date of the expiry of her pregnancy leave, including any extension, and
 - (iii) that the employee recognizes that she is indebted to the Employer for the amount received as a Supplementary Unemployment Benefit should she fail to return to work and remain in the employ of the Employer as provided in (i) and (ii) above.
- (d) Coverage under the group insurance plan shall continue unless the employee elects in writing not to participate in the plan.
- (e) An employee returning from pregnancy or parental leave shall be assigned to the position held immediately prior to the commencement of such leave provided that the position continues to exist, and paid at the step in the salary range that would have been attained had the leave not been granted. If the position no longer exists, the employee shall be placed in a position in accordance with her skill, ability, qualifications and seniority.
- (f) The period of the pregnancy leave shall not count towards any probationary period.

23.05 Parental Leave

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

- (a) An employee who has been employed by the Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.
- (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

- 23.05 (b) (ii) no later than fifty (50) 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 for 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 for a person who takes pregnancy 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. Parental leave for a person who does not take pregnancy leave shall end thirty-seven (37) weeks after it begins or on an earlier day if the person gives the Employer at least four (4) weeks notice of that day.
- (c) Coverage under the group insurance plan shall continue unless the employee elects in writing not to participate in the plan.
- (d) The period of parental leave shall not be included in the calculation of any probationary period.

23.06 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 Chief Executive Officer. 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.

23.07 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.

ARTICLE 24 - PAYMENT OF WAGES

- 24.01 Wages one (1) week in arrears shall be paid on a two (2) 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.

24.02 Pay During Temporary Assignments

- (a) When an employee is required to perform the duties of any higher position for a period in excess of one-half (1/2) the shift 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.

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

24.04 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.

ARTICLE 25 - CHANGES IN REGULATIONS

25.01 The Employer agrees to provide the Union with a copy of new or amended Kingston & Frontenac Housing Corporation policies related to any matter covered by this Agreement.

ARTICLE 26 - EMPLOYEE BENEFITS

26.01 The Employer is responsible solely for the payment of premiums as set out below and is not responsible for the actual provision of benefits. The documents issued by the Insurance Carrier shall be the governing documents in any question of interpretation or application. The description of benefits set out below is for information purposes only. Articles 26.01 to 26.05 will apply only to full-time permanent employees.

The following have been implemented as cost containment measures:

- Drugs must be covered under the Ontario Drug Benefit Formulary.
- Employees are required to use generic drugs wherever possible unless a specific drug is prescribed by a physician.
- Cap the length of time that employees may have a prescription for an initial prescription of a drug to 30 days.
- Change dental examinations and x-rays to 12 months from a 9-month recall period for all insured individuals eighteen (18) years of age and over.

26.02 (a) Basic Life Insurance

All permanent full-time employees will be covered with Group Life Insurance for an amount equal to the employee's annual salary. The premium cost will be paid ninety percent (90%) by the Employer and ten percent (10%) by the employees.

(b) Dependant Life Insurance

Employees who have family coverage must purchase life insurance for dependents in the amount of five thousand dollars (\$5,000.00) on the employee's spouse and/or twenty-five hundred dollars (\$2,500.00) on each dependent child. The employee pays the full premium for this coverage by pre-arranged payroll deductions.

(c) Supplementary Life Insurance

Employees may purchase supplementary life insurance in accordance with the policy. The employee pays the full premium for this coverage through payroll deductions.

(d) Accidental Death and Dismemberment Insurance

All permanent full-time employees will be covered with Accidental Death & Dismemberment Insurance in accordance with the policy. The premium cost will be paid ninety percent (90%) by the Employer and ten percent (10%) by the employees.

26.03 Supplemental Health and Hospital

(a) The premium cost will be paid ninety percent (90%) by the Employer and ten percent (10%) by the employees of the Supplementary Health and Hospital Plan, which shall include the services of physiotherapists, for all permanent full-time employees, except in those cases where employees have opted out of the plan.

(b) The Major Medical Section of the Supplementary Health and Hospital Plan will be subject to a deductible of ten dollars (\$10.00) per person covered to a maximum of twenty dollars (\$20.00) per family per year.

(c) The premium cost will be paid ninety percent (90%) by the Employer and ten percent (10%) by the employees for hearing aid coverage under the Supplementary Health and Hospital Plan. The coverage provides for the purchase of hearing aids (maximum two hundred and fifty dollars (\$250.00) per person once only) equivalent to the hearing aid component of the Blue Cross Extended Health Care Plan.

- 26.03 (d) The Employer shall provide each employee and their eligible dependents a “Vision Care Plan” to a maximum of three hundred dollars (\$300.00) for a twenty-four (24) month period. The premium cost will be paid ninety percent (90%) by the Employer and ten percent (10%) by the employees.

The Plan shall pay up to sixty dollars (\$60.00) towards the cost of an eye exam for each employee and their dependents every twenty-four (24) months.

26.04 Long Term Disability

- (a) It shall be a condition of employment that all employees be enrolled in a Long Term Disability Plan. The premium cost will be paid ninety percent (90%) by the Employer and ten percent (10%) by the employees. 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 six (6) months from the date the employee becomes totally disabled or after using one hundred and thirty (130) days sick leave credits, whichever is the later. However, the employee will have the option to defer the start of LTD by electing to use any sick leave credits still outstanding as at that date.
- (c) An employee who has been in receipt of 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) 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 9 - Layoff and Recall except that the employee will not be given thirty (30) days paid notice. In assigning an employee under this Article, the provisions of Article 10 - Staff Changes shall not apply.

26.05 Dental Plan

- (a) The Dental Plan shall provide benefits as outlined in Appendix B to this Collective Agreement.
- (b) The Employer shall pay ninety percent (90%) of the monthly premium under this plan and the employee shall pay ten percent (10%) of the monthly premium under this Plan for all permanent full-time employees, except in those cases where employees have opted out of the Plan.

26.06 Benefits - Permanent/Part-time

- (a) This Article applies only to 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 15.01 (i) and (ii).
- (b) The Basic Life Insurance Plan shall provide coverage equal to the employee's annual salary. The Employer shall pay ninety percent (90%) of the premium for this coverage and the employee shall pay ten percent (10%) of the premium.
- (c) The Accidental Death & Dismemberment Insurance Plan shall provide coverage in accordance with the policy. The Employer shall pay ninety percent (90%) of the premium for this coverage and the employee shall pay ten percent (10%) of the premium.
- (d) Except in those cases where employees have opted out of the Plan, the Employer shall pay a pro-rated premium for:
 - (i) Supplementary Health and Hospital Insurance Plan
 - (ii) Dental Plan

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 15. The employee shall pay the balance of the premium through payroll deductions.

- (e) It shall be a condition of employment that eligible employees as defined in (a) above be enrolled in the Long Term Disability Plan. The premium cost will be paid ninety percent (90%) by the Employer and ten percent (10%) by the employee. Employee benefits as provided in Article 26.06 (b) and (c) shall be maintained at no cost to the employee, when the employee is in receipt of LTD benefits.
- (f) Supplementary Life Insurance

Employees, at their option, may purchase supplementary life insurance in accordance with the policy. The employee pays the full premium for this coverage through payroll deductions.

26.06 (g) Dependant Life Insurance

Employees who have family coverage must purchase life insurance for dependants in the amount of five thousand dollars (\$5,000.00) on the employee's spouse and/or twenty-five hundred dollars (\$2,500.00) on each dependant child. The employee pays the full premium for this coverage by pre-arranged payroll deductions.

26.07 E.I. Rebate

The Employer will retain the total amount of premium reduction provided by the Employment Insurance Commission as long as the Sick Leave Plan meets the requirements of the Employment Insurance Commission for the premium reduction.

26.08 Leave of Absence Without Pay

During leave of absence without pay, employees may continue participating in Basic Life, Supplementary Health and Hospital, Long Term Disability, 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 through the Employer payroll section.

26.09 Leave of Absence – Workplace Safety & Insurance Board

Employees collecting Workplace Safety & Insurance Benefits shall have their benefits continued by the Employer provided for under the Workplace Safety & Insurance Board Act. Employees no longer eligible for benefits under the Act, may elect to continue participating in the benefit plan as per 26.08.

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

26.11 Pension

O.M.E.R.S. shall be provided to all members of the bargaining unit in accordance with the O.M.E.R.S. Act and Regulations. Employees shall give at least three (3) months' advance notice to the Employer, in writing, of their planned date of retirement.

ARTICLE 27 - MILEAGE RATES

27.01 The Employer agrees to reimburse all employees who are required to use their private automobile on business of the Employer at the prevailing mileage rates in accordance with the Employer's Policy.

The foregoing mileage rates are inclusive; no claim shall be allowed for repair, storage, maintenance, operation, etc.

ARTICLE 28 – LEAVE OF ABSENCE - UNION BUSINESS

28.01 Union Functions

Leave with pay, benefits 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 represent the Union at Union Functions. Such time shall not exceed a total of ten (10) person days in any one (1) calendar year. The Union will give at least ten (10) working days written notice of such request to the Employer. The Employer agrees to continue the wages of the employee who is absent on a leave under this Article and the Union agrees to reimburse the Employer for the cost of wages and benefits for the leave.

ARTICLE 29 - JOINT LABOUR/MANAGEMENT COMMITTEE

29.01 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.

29.02 Scope

The Committee will discuss areas of concern to either Party and shall seek to promote understanding and agreement between the Parties. It will not, however, 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.

29.03 Membership

- (a) The Committee shall be composed of not more than three (3) representatives from each Party.
- (b) A minimum of two (2) meetings shall be held per calendar year. Additional meetings may be held within 2 weeks of a request by either party, but normally not more frequently than once per month or any other mutually satisfactory date.
- (c) 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 29.03 (a) are adhered to.

29.04 Agenda

An agenda will be drawn up and distributed to all Committee members not later than one (1) week prior to the meeting.

29.05 Chairperson

The Union and 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 30 - UNION STEWARDS

- 30.01 In the administration of Article 11 of the Collective Agreement, the Employer shall recognize two (2) stewards. The Union shall provide the Employer with written notice of their representatives in a timely manner. The Employer is not responsible to recognize any Officer until it has been so notified.
- 30.02 The steward may assist any employee whom the steward represents in presenting the employee's grievance in accordance with the grievance procedure.
- 30.03 The steward will be involved in the grievance procedure at Steps 1 and 2.
- 30.04 Before leaving employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance, the recognized steward must obtain the permission of the appropriate supervisor or Chief Executive Officer. Where such permission has been granted by the appropriate supervisor or Chief Executive Officer, the steward shall suffer no loss of pay for the time so spent. Such permission shall not be unreasonably withheld.

30.05 The Union agrees to provide the Employer with a list of authorized stewards in January of each year, in writing, and inform the Employer of any changes thereto, as soon as possible. The Employer is not responsible to recognize any steward until it has been so notified.

ARTICLE 31 - GENERAL CONDITIONS

31.01 Accommodation at Work

The Employer, where appropriate, will provide facilities for meals and for the keeping of clothes.

31.02 Bulletin Board

The Employer will provide appropriate bulletin boards upon which the Union will have the right to post notices of Union meetings, and such other notices referring to Union activities as may be of interest to employees. All notices must be signed by the appropriate Union official and approved by the Employer prior to posting.

31.03 Tools and Protective Clothing

- (a) The Employer will supply to maintenance employees work tools and protective clothing as required. Where protective clothing is supplied it must be worn as a condition of employment.
- (b) The Employer agrees to pay up to two hundred dollars (\$200.00) plus applicable taxes each calendar year towards the cost of safety boots for each employee required to wear them in the performance of their job.

31.04 Winter Outerwear

The Employer will supply once every twenty-four (24) months appropriate winter parkas to all maintenance employees who work outside.

31.05 (a) Safety

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.

31.05 (b) Hepatitis B Vaccination

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

31.06 Retirement Age

There shall be no discrimination exercised or practiced in employment with respect to an employee by reason of age or other protected grounds under the *Human Rights Code*.

31.07 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.

31.08 Clean-up Time

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

31.09 Joint Health and Safety Committee

- (a) A Joint Health and Safety Committee shall be established with equal representation from the Employer 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 by the Employer. When an unsafe practice is alleged, the safety representative will discuss the findings and actions required with the Chief Executive Officer or designate. Unresolved items may be appealed to the Joint Health and Safety Committee.
- (d) The powers of this Committee shall be as outlined in The Occupational Health and Safety Act.

- 31.09 (e) It is understood that the Joint Health and Safety Committees 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.

31.10 Rest Periods

All employees shall be entitled to two (2) fifteen (15) minute rest periods in each shift to be taken one (1) in the first half and one (1) in the second half of each shift.

An employee who schedules a medical appointment during a normal work day shall not be entitled to the above-noted rest period in the half shift in which the employee schedules the medical appointment. If the Employer closes the office, an employee shall not be entitled to a break in the half shift in which the office is closed.

31.11 Disabled Employees

- (a) Where the Employer accommodates an employee with a disability, such accommodation shall be deemed to be in accordance with the provisions of this Collective Agreement. Both Parties recognize any rights pursuant to the provisions of the Ontario Human Rights Code prevail over any provisions in this Article in the event of conflict.
- (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 Employer in modifying the job to enable the employee to assume the full duties of the position on a gradual basis (unless this modified arrangement causes undue hardship to the Employer).

31.12 Change of Address

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

31.13 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 Chief Executive Officer or designate. The employee shall not alter or remove any document or page contained therein, but shall be allowed a copy of any document contained therein. The Chief Executive Officer or designate will provide the copy.

31.14 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 they be required to make up, in any way, for time lost due to not reporting to work.

31.15 Payment of Legal Fees

Reimbursement of legal fees is available to all employees in accordance with the established Employer's Legal Indemnification Policy.

31.16 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward or Representative as designated by the Union.

The Representative designated by the Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of Union membership. A maximum of fifteen (15) minutes will be allowed for the purpose within regular working hours and without loss of pay for either employee.

31.17 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other personal telephone numbers, such as cellular numbers) and work e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a bi-annual basis.

ARTICLE 32 - CONTRACTING OUT AND TECHNOLOGICAL CHANGES

32.01 No employee who has accumulated two (2) years seniority shall be dismissed by the Employer as a result of the institution of technological change or mechanization. An employee who is displaced by technological change or mechanization shall be given the opportunity to fill another vacancy if capable of doing so and according to seniority or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the retraining period there will be no reduction in pay. In the event that the employee after a reasonable training period is unable to acquire the skill required the employee shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off as provided for in Article 9.

ARTICLE 33 - TERM OF AGREEMENT

33.01 This Collective Agreement shall become effective January 1, 2021 and shall remain in effect until December 31, 2025 and shall continue in force from year to year thereafter unless either Party gives notice to the other Party hereto of a desire to terminate or amend this Agreement. Such notice shall be given in writing by the Party giving notice not earlier than ninety (90) days and at least thirty (30) days before the expiry date of this Agreement or any subsequent anniversary date of which this Agreement remains in force.


33.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the term of this Agreement.


SIGNED at Kingston, Ontario this 4th day of May, 2023.

ON BEHALF OF KINGSTON &
FRONTENAC HOUSING CORPORATION

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 109



Mary Lynn Cousins Brame (May 11, 2023 10:45 EDT)


A. Somers (May 4, 2023 15:26 EDT)


Scott VanderSchoor (May 11, 2023 10:55 EDT)


Luis Talledo Vice-President CUPE 109 (May 8, 2023 14:33 EDT)


John Weyer (May 8, 2023 12:09 EDT)


Anabel Almeida (May 10, 2023 11:05 EDT)



APPENDIX A - MEMORANDUM OF UNDERSTANDING - RE: BUILDING MONITOR

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

Purpose:

Building Monitors 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 police
- maintaining general security, ensuring doors are properly secured
- any other related duties.

Building Monitors will receive rent-free accommodation which will be valued at one hundred and fifty-seven dollars (\$157.00) per month and which will include free heat, hydro, and water.

Where a Building Monitor is required to perform any work other than those duties listed above, the Employer will pay the Building Monitor for such work at the rate of the minimum wage under the *Employment Standards Act* as amended from time to time on the following basis:

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


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

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


SIGNED at Kingston, Ontario this 4th day of May, 2023.


ON BEHALF OF KINGSTON &
FRONTENAC HOUSING CORPORATION



Mary Lynn Cousins Brame (May 11, 2023 10:45 EDT)


Scott VanderSchoor (May 11, 2023 10:55 EDT)

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 109


Adam bol (May 4, 2023 15:28 EDT)


Luis Talledo Vice-President CUPE 109 (May 8, 2023 14:33 EDT)


John Weyer (May 9, 2023 12:09 EDT)


Anabel Almeida (May 10, 2023 11:05 EDT)



APPENDIX B - DENTAL BENEFITS SUMMARY DESCRIPTION

1. Benefit Summary

Covered Expenses: Routine and Denture Services

Deductible: Nil Deductible

Reimbursement Percentage:

- Routine Services - 100%
- Denture Services - 50%

Benefit Maximums:

- Routine Services
- Full-time employees and dependants - Unlimited
- Part-time employees and dependants - \$1,000 per individual per calendar year
- Denture Services
- All employees and dependants - \$1,000 per individual per calendar year

Dental Schedule: The applicable Ontario Dental Schedule of Fees in any calendar year shall be the previous calendar year's Ontario Dental Schedule of Fees.

2. Covered Expenses

I. Routine Services:

A. Diagnostic Services

1. Examinations, including:

- one complete oral examination in any period of 36 consecutive months
- recall examinations once during any period of 6 consecutive months
- effective January 1, 2003, recall examinations once during any period of 9 consecutive months
- emergency examinations
- specific oral area examinations

APPENDIX B2. Covered Expenses (continued)

2. Panoramic x-rays and full-mouth series of x-rays, once during any period of thirty-six (36) consecutive months. Bite-wing x-rays once during any period of six (6) consecutive months. Effective January 1, 2003 bite-wing x-rays once during any period of nine (9) consecutive months.

B. Preventive Services

1. Prophylaxis (cleaning and scaling), once during any period of six (6) consecutive months. Effective January 1, 2003 prophylaxis (cleaning and scaling), once during any period of twelve (12) consecutive months.
2. Oral hygiene instruction, once during any period of six (6) consecutive months. Effective January 1, 2003 oral hygiene instruction, once during any period of twelve (12) consecutive months.
3. Topical application of fluoride solutions.
4. Interproximal diskling of teeth.

C. Minor Restorative Services:

1. Removal of carious lesions.
2. Amalgam (excluding bonded amalgams), acrylic and composite restorations, including pin reinforcement.
3. Stainless steel crowns.

D. Surgical Services:

1. Extractions and surgical removal of teeth and residual roots.
2. Anaesthesia required in relation to dental surgery.
3. Therapeutic drug injections provided by a dentist.

.../iii

APPENDIX B

2. Covered Expenses (continued)

E. Endodontic Services:

1. Treatment of pulp chamber.
2. Root canal therapy for permanent teeth.
3. Apexification and peripheral services.

F. Periodontal Services:

1. Periodontal surgery.
2. Periodontal sealing and root planing.
3. Special periodontal appliances, excluding appliances for treatment of temporal mandibular joint dysfunction.

II. Denture Services:

1. Provision of an initial removable partial or complete denture.
2. Replacement of an existing denture if:
 - (a) at least one (1) additional tooth was extracted and the existing denture cannot be made serviceable. (If the existing appliance can be made serviceable, coverage is limited to the replacement of the additional teeth);
 - (b) it replaces an existing denture which is at least five (5) years old and cannot be made serviceable;
 - (c) it places a temporary denture installed after the date coverage is effective;
 - (d) the replacement is required as the result of an initial opposing denture after the date coverage is effective.
 - (e) the replacement is required as the result of an accidental injury which occurs after the date coverage is effective.
3. Repairs, relines, rebases and adjustments to existing dentures.
4. Diagnostic casts, excluding orthodontic diagnostic casts.

APPENDIX B

3. Covered Expenses Limitations:

The following items are not covered under *the Plan* unless otherwise stated:

1. Services and supplies rendered for dietary planning.
2. Treatment not yet approved by the Canadian Dental Association or which is experimental in nature.
3. Broker-appointments or completion of claim forms.
4. Dental treatment that is not "treatment necessarily rendered" as defined in the Group Policy. Covered expenses, subject to the definition of "Reasonable and Customary Charges" will be considered for the portion of the expenses that would have been incurred for an alternate form of treatment that would qualify as "treatment necessarily rendered".
5. Dentures which have been lost, mislaid or stolen.
6. Services and supplies rendered for a full mouth reconstruction, for a vertical dimension correction, or for correction of a temporal mandibular joint dysfunction.
7. Services and supplies rendered for facings on crowns or pontics posterior to the second bicuspid.
8. Covered expenses incurred, as a result of accidental injury to natural teeth, for treatment completed more than twelve (12) months after the accident.
9. Any services or treatments which are not identified as "Covered Expenses" under the Group Policy.

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Final Audit Report

2023-05-11

Created:	2023-05-04
By:	CAROLYN LAYFIELD (clayfield@cupe.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHDdV_CD5vsg5_yYLM2N92yoGeSs5a1pt

"CA_L109_Housing_2021-2025-12-31 Signing Copy" History

Document created by CAROLYN LAYFIELD (clayfield@cupe.ca)

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2023-05-08 - 6:33:50 PM GMT- IP address: 204.237.48.140

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2023-05-09 - 4:09:54 PM GMT- IP address: 72.136.112.101

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Signer mlcousinsbrame@kfhc.ca entered name at signing as Mary Lynn Cousins Brame

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Signature Date: 2023-05-11 - 2:45:55 PM GMT - Time Source: server- IP address: 216.185.91.66

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Signer svanderschoor@kfhc.ca entered name at signing as Scott VanderSchoor

2023-05-11 - 2:55:09 PM GMT- IP address: 216.185.91.66

Document e-signed by Scott VanderSchoor (svanderschoor@kfhc.ca)

Signature Date: 2023-05-11 - 2:55:11 PM GMT - Time Source: server- IP address: 216.185.91.66

Agreement completed.

2023-05-11 - 2:55:11 PM GMT