

COLLECTIVE AGREEMENT

Between

**DURHAM NON-PROFIT HOUSING
CORPORATION**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
And its Local 1764 – 03**

April 01, 2013 – March 31, 2016

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PREAMBLE

The general purpose of this Agreement is to establish mutually satisfactory relations between the Corporation and its Employees; to establish mutually satisfactory benefits, wages and working conditions; to record the procedure for the prompt and equitable disposition of grievances for all Employees who are subject to the provisions of this Agreement; and to encourage efficiency in operations.

It is, therefore, agreed as follows:

ARTICLE 1 – MANAGEMENT RIGHTS

1.01 The Union recognizes and acknowledges that the Management of the Projects and the direction of the working forces are exclusive functions of the Corporation, and without restricting the generality of the foregoing which includes retaining all those rights and privileges which are not specifically relinquished by this Agreement, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order and efficiency, create, enforce and alter policies and regulations from time to time;
- (b) Hire, promote, demote, classify, transfer, layoff, recall, retire, suspend, discipline or discharge any Employee;
- (c) Manage all the operations and undertakings of the Corporation, determine the kinds and location of facilities, equipment, materials, the methods and techniques of work, the content of jobs, the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof.

1.02 The Corporation agrees that these rights shall be exercised in a manner consistent with the provisions of this Agreement and subject to the right of an Employee or the Union to lodge a grievance as set forth herein.

1.03 The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights code against any Employee by the Union or the Employer by reason of race, creed, age, colour, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity or place of residence. The parties further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in the Union or activity or non-activity in the Union.

ARTICLE 2 – RECOGNITION

- 2.01** The Corporation agrees to recognize the Canadian Union of Public Employees and its Local 1764 as the sole and exclusive bargaining agent for all Superintendents, Relief Superintendents and Security Superintendents employed by the Durham Region Non-Profit Housing Corporation in the Regional Municipality of Durham, save and except Property Managers and persons above the rank of Property Manager, Office and Clerical Staff.
- 2.02** Probationary Employees shall be subject to all of the terms of this Agreement except:
- i)** Article 8 – Seniority – Clauses 8.01, 8.03, 8.05 and 8.06
 - ii)** Article 16 – Layoff and Recall
 - iii)** Article 21 – Benefits
- 2.03** No Employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative that may conflict with the terms of this Collective Agreement.

ARTICLE 3 – NO STRIKE OR LOCKOUT

- 3.01** There shall be no strike or lockout or picketing during the currency of this Agreement. The words “strike” and “lockout” shall be as defined by the Labour Relations Act for the Province of Ontario.

ARTICLE 4 – UNION/MANAGEMENT CONSULTATION

- 4.01** At the request of either party, a Union-Management meeting will be convened to discuss work place related issues.

ARTICLE 5 – UNION SECURITY

- 5.01** The Corporation agrees to deduct from each pay, Union dues, as assessed by the Union, for all Union members covered by this Agreement. Such dues, along with a list of Employees, salary rates and total amount of payroll paid, shall be remitted to the Union by the fifteenth (15th) day of the following month. The Corporation shall be notified, in writing, at least ninety (90) calendar days prior to any required change in Union dues assessment.
- 5.02** Income tax T-4 slips will contain the amount of Union dues paid by each member in the previous year.

- 5.03** The Union agrees to indemnify the Corporation and save it harmless from any actions arising from or related to the operation of this Article.
- 5.04** The Union shall notify the Employer, in writing, all contact information for the Treasurer of CUPE Local 1764 with updates as required.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Union shall appoint Union Stewards. The Stewards may assist any Employee that the Steward represents, in preparing and presenting his/her grievance in accordance with the grievance procedure. Stewards shall be appointed in accordance with clause 9.02.

6.02 (a) Names of Stewards

The Union shall notify the Employer, in writing, of the name of each Steward before the Employer shall be required to recognize him/her.

(b) The Union shall elect or appoint three (3) Stewards who shall represent the following zones:

Zone 1 Gillespie Gardens
Highbush Village
Old Schoolhouse Apartments
Orchard Valley Court
Reach Gardens
St. Andrew's Place

Zone 2 Dryden Heights
Garrard Heights
Marigold Court
Perry Terrace
Woodfarm Manor

Zone 3 Beatrice Woods
Bowmanville Heights
Conant Place/Ormond Place
Cy Elsey Building
Mearns Meadow
Wilson Village

6.03 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. To be considered a grievance pursuant to this Article, the issue must be in writing and must state the Article(s) in dispute, the nature of the grievance and the remedy sought.

6.04 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

Within five (5) working days, with the event giving rise to the grievance, the aggrieved Employee(s) will submit the grievance to his/her Steward. The Steward shall prepare a written grievance signed by both the grievor and the Steward. At each Step of the grievance procedure the grievor shall have the right to be present.

If the Steward or the Grievance Committee member, as appointed in Article 9.02, considers the grievance to be justified he/she will first seek to settle the dispute with the Manager of Housing Operations or designate.

The Manager of Housing Operations and at his/her discretion, the appropriate property manager, shall meet with the Employee and his/her Steward and render his/her decision within seven (7) working days after receipt of such notice.

Step 2

Failing settlement being reached in Step 1, the Grievance Committee, within seven (7) working days, may submit the grievance to the General Manager or his/her designate, who shall meet with the Union and render his/her decision, within seven (7) working days, after receipt of such notice.

Failing a satisfactory settlement being reached in Step 2, within twenty (20) calendar days of the answer received at Step 2, the grievance may be referred to arbitration.

6.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or Management has a grievance, Step 1 of this Article may be bypassed.

6.06 Replies in Writing

Replies to grievances shall be in writing at all stages. All responses to grievances shall be forwarded to the Local 1764 office for filing.

6.07 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement, unless specifically excluded, shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

6.08 Any grievance not processed in accordance with this Article shall be deemed to be withdrawn.

6.09 The “working days” referred to in this Article are normal working days, excluding Saturdays, Sundays and designated holidays.

6.10 Time limits may be extended by the mutual consent of the parties.

ARTICLE 7 – ARBITRATION

7.01 Composition of Board of Arbitration

If the parties at Step 2 are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) working days, as defined in the Ontario Labour Relations Act as amended from time to time. The parties agree to use a single arbitrator.

7.02 Decision of the Board

The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend or add to any of its provisions or make any decision contrary to the provisions of this Agreement.

7.03 Disagreement on Decision

Should the parties disagree as to the meaning of the Board’s decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

7.04 Expenses of the Board

Each Party shall pay:

- 1) One half (1/2) of the fees and expenses of the Chairperson.

- 7.05** Time limits may be extended by the mutual consent of the parties.
- 7.06** Prior to the scheduling of an arbitration hearing, the parties may retain the assistance of an impartial mediator in an effort to resolve any disputes referred to arbitration. Where the parties have agreed to mediation, a mediation meeting will be held within sixty (60) days of receipt of notification of arbitration as provided for in this clause:

ARTICLE 8 – SENIORITY

- 8.01** Seniority is defined as the length of service in the Bargaining Unit and shall include continuous service with the Employer prior to certification or recognition of the Union. Where each member of a Superintendent Couple has entered the Bargaining Unit at a different period of time, the seniority date for the Couple shall be the date of the first member entering the Bargaining Unit. If the Superintendent Couple is no longer a couple and/or subject to the terms of Article 18, each member of the couple shall be assigned a seniority date that reflects the date they individually entered into the Bargaining Unit.
- 8.02** Superintendents and Relief Superintendents and Security Superintendents with less than six (6) full calendar months of employment will be considered on probation and will have no seniority rights during the period. After six (6) calendar months, the Employee will be placed on the seniority list and credited with six (6) months seniority.
- 8.03** The Employer shall maintain a seniority list showing the current classification and the date upon which each Employee's service commenced. Where two (2) or more Employees commence work on the same day, preference shall be in accordance with the first alphabetical order of surname. The seniority list will be posted by the Corporation during the month of January each year.
- 8.04** Any Superintendent, Relief Superintendent and Security Superintendent who, during his/her probationary period, is absent in excess of five (5) calendar days for any reason shall have the duration of the absence added to his/her probationary period.
- 8.05** Seniority shall operate on a bargaining-unit wide basis.
- 8.06** An Employee shall lose his/her seniority and his/her employment shall be terminated for just cause where the Employee:
- i)** Voluntarily resigns, in writing, and does not withdraw in twenty-four (24) hours.
 - ii)** Is laid off and not recalled to active employment within eighteen (18) calendar months or the amount of seniority, whichever is less.

- iii) Overstays an approved leave of absence without reasonable cause.
- iv) Is discharged and not reinstated through the grievance procedure.
- v) Fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause.
- vi) Is absent without good and sufficient cause for more than three (3) days without notifying his/her Property Manager.

ARTICLE 9 – UNION REPRESENTATION

- 9.01** The Corporation recognizes that a Committee of up to three (3) Bargaining Unit Employees plus the Local President or their designate shall be established by the Union to deal with matters arising under Article 4 and the negotiations of the Collective Agreement. This Committee shall also function as the Grievance Committee as referenced in Article 6.
- 9.02** The Steward designated by the Union shall act as the Steward for Step 1 of the grievance procedure.
- 9.03** No Superintendent, Relief Superintendent or Security Superintendent shall leave the project unsupervised to attend to Union business unless permission is obtained from the Property Manager which permission shall not be unreasonably withheld.
- 9.04** The Union Committee shall have the right to have the assistance of representatives of the Canadian Union of Public Employees in meetings, with the exclusion of Step 1 of the grievance process as outlined in Article 6.04, arranged with the Employer for matters arising out of this Agreement.

ARTICLE 10 – JUST CAUSE

- 10.01** No Employee shall be disciplined or discharged without just cause.
- 10.02** The parties recognize that a probationary period, in accordance with Article 8.02, provides the Corporation with an opportunity to monitor and consider the suitability of an employee. Where the Corporation determines that a probationary employee is not suitable for employment, it may terminate the employment relationship at its sole discretion. The probationary employee has no recourse to the grievance or arbitration process except where it is alleged that the Corporation acted in a manner that was arbitrary, in bad faith or in violation of the Ontario Human Rights Code.

- 10.03** Where the Corporation deems it necessary to suspend or discharge an Employee, the Employee has the right to have a Union Steward present.
- 10.04** An Employee considered by the Union to be unjustly discharged or suspended shall be entitled to a grievance hearing under Article 6, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases.
- 10.05** Whenever the Corporation deems it necessary to issue a written warning, suspend or discharge an Employee, the Corporation shall forward a copy of the disciplinary letter to the Local Chairperson of the Union, within five (5) days thereafter.
- 10.06** Any Superintendent, Relief Superintendent or Security Superintendent who has been discharged shall have seven (7) calendar days from the date of the discharge to vacate his/her unit and the premises of the Corporation; and shall surrender all Corporation keys, identification and equipment on the date of discharge. Further days may be granted at the discretion of the General Manager. However, where a member of the Superintendent, Relief Superintendent or Security Superintendent couple is not discharged, the provisions of paragraph 18.03 will apply.
- 10.07** All employees shall have access to his/her personnel files to view provided they have made an appointment with Human Resources. Any record of discipline shall be removed from an Employee's file twenty-four (24) months after it has been issued provided that the employee remains discipline free during the previous twenty-four (24) months.

ARTICLE 11 – HOURS OF WORK/TIME OFF

11.01 (a) Superintendents shall be available on a twenty-four (24) hour basis unless granted time off in accordance with the following schedule:

- i)** Three (3) evenings per week between the hours of 6:00 p.m. to 6:00 a.m. the following day;
- ii)** Every other weekend, commencing Friday evening at 6:00 p.m. to Monday morning 6:00 a.m.

Where applicable, scheduled days off are to be arranged between the Superintendent, Relief Superintendent and the Security Superintendent. Such days are subject to the approval of the Property Manager.

(b) Superintendents who are providing relief shall provide coverage in accordance with the following schedule:

- i)** Vacation coverage;
- ii)** Every other weekend commencing Friday evening at 6:00 p.m. to Monday morning 6:00 a.m.;

- iii) three (3) evenings per week between the hours of 6:00 p.m. to 6:00 a.m. the following day.
- iv) Superintendents are not required to provide relief on regularly scheduled evenings off or regularly scheduled weekends off.
- v) The parties agree that any conflict regarding coverage for vacation requests will be addressed in writing when requesting time off so that the Manager of Housing Operations can ensure that adequate coverage is provided.

11.02 A Superintendent, Relief Superintendent or Security Superintendent shall not commence his/her time off until the replacement has arrived; or, where this is not possible, the Property Manager has approved the absence.

11.03 Relief Superintendent and Security Superintendent shall be required to provide coverage in accordance with the following schedule:

- i) three (3) evenings per week between the hours of 6:00 p.m. to 6:00 a.m. the following day;
- ii) Every other weekend, commencing Friday evening at 6:00 p.m. to Monday morning 6:00 a.m.;
- iii) Vacation coverage of fifteen (15) days per calendar year
- iv) And any other time that may be required.

ARTICLE 12 – VACATION

12.01 (a) Superintendents shall be entitled to fifteen (15) days of paid vacation per calendar year commencing in the year in which his/her first anniversary falls. During the first calendar year of employment, Superintendents shall be entitled to 1.25 days of paid vacation for each full month of employment to a maximum of ten (10) days.

(b) Superintendents with ten (10) or more years' service shall be entitled to twenty (20) days paid vacation per calendar year. The Superintendent shall become entitled to the increased vacation in the calendar year in which the anniversary falls.

(c) Superintendents with twenty [20] or more years of service shall be entitled to twenty-five [25] days off per calendar year. The Superintendent shall become entitled to the increased vacation in the calendar year in which the anniversary falls.

- 12.02** Superintendents on a leave of absence without pay for a period of greater than one (1) calendar month shall have his/her vacation pro-rated to time worked. Where a Superintendent has depleted his/her vacation in the current year, the pro-ration shall occur on the next year's entitlement.
- 12.03** Up to five (5) days vacation credits may be carried over to the next year with the written approval of the General Manager. Any such request must be made in writing no later than June 30th of the current vacation year.
- 12.04** An Employee shall submit vacation requests, in writing, to the Manager of Housing Operations by April 15th. The scheduling of such vacation days shall be at the mutual satisfaction of the Manager of Housing Operations (or his/her delegate) and the Superintendent and the Relief Superintendent doing the vacation coverage. Where agreement cannot be reached, the Manager of Housing Operations shall schedule the vacation.
- 12.05** During his/her probation period, a Superintendent shall not take vacation until it has been earned.
- 12.06** A Superintendent who leaves the employ of the Corporation and who has not utilized his/her vacation entitlement, shall be paid out a vacation entitlement prorated to time worked.
- 12.07** Where a Superintendent or Relief Superintendent is on a scheduled vacation that ends on a Friday where they would normally be scheduled to work on a weekend shift, the vacation shall end at 6:00 a.m. Saturday.
- 12.08** Relief Superintendents shall be paid vacation pay using the same process as Superintendents.

ARTICLE 13 – DESIGNATED HOLIDAYS

- 13.01** Superintendents shall receive ten (10) designated holidays for 2010 to be selected from a list supplied by the Corporation. It is the responsibility of each Superintendent to arrange coverage for these holidays with another Superintendent. Provided coverage has been arranged, the Superintendent may take off the designated holiday on either the day of the holiday, as reflected in the list supplied by the Corporation, or by adding it to their scheduled weekend off immediately preceding or immediately following the holiday. In cases where this is not feasible the Superintendent may take another day mutually agreed upon by the parties. Where a dispute arises regarding either the selection of a holiday or coverage, the matter shall be resolved by the Manager of Housing Operations whose decision is final.

Effective January 1, 2014, Superintendents shall receive eleven (11) designated holidays per year to be selected from a list to be supplied by the Corporation.

Effective January 1, 2015 Superintendents shall receive twelve (12) designated holidays per year to be selected from a list to be supplied by the Corporation.

Effective January 1, 2016. Superintendents shall receive thirteen (13) designated holidays per year to be selected from a list to be supplied by the Corporation.

13.02 For the purpose of the designated holidays the holiday shall deem to commence at 6:00 a.m. the day observed as the holiday and finish at 6:00 a.m. the following morning.

13.03 Where a Superintendent has been on leave of absence without pay in excess of one (1) month or when a Superintendent commences employment or where a Relief Superintendent or Security Superintendent is successful in obtaining employment with the Corporation as a Superintendent, the entitlement to designated holidays shall be pro-rated to time to be worked in that calendar year to the nearest full day.

ARTICLE 14 – LEAVES OF ABSENCE

14.01 (a) Pregnancy, parental and adoption leave shall be granted in accordance with the Employment Standards Act.

(b) Superintendents, Relief Superintendents and Security Superintendents shall be allowed three (3) calendar days off with compensation upon the birth or adoption of a child.

14.02 Superintendents shall be granted time off for bereavement leave, without loss of pay or benefits, according to the schedule below, following the date of death, for attendance at, or arranging for, the funeral of:

i) A spouse or child, up to eight (8) consecutive days;

ii) A father, mother, father-in-law, mother-in-law, sister or brother, up to four (4) consecutive days;

iii) A grandmother, grandfather, son-in-law, daughter-in-law, sister-in-law, brother-in-law or grandchild, up to two (2) consecutive days;

iv) Up to an additional four (4) days traveling time without pay may be granted by the General Manager to permit the Employee to attend a funeral in the family that is to be held at a distant point.

14.03 A Relief Superintendent and Security Superintendent shall be entitled to the provisions of clause 14.02 provided he/she was scheduled to work.

14.04 The Corporation may grant a leave of absence, for attendance at Union Conferences and Seminars. Such leaves shall not total more than fifteen (15) days in any calendar year for the bargaining unit. The Union shall reimburse the

Corporation within 30 calendar days from receipt of an invoice. Future requests for further leaves of absences will be denied until a timely payment has been received by the Corporation.

- 14.05** An Employee on a medical leave of absence without pay for greater than forty-two (42) calendar days shall be responsible for the full cost of the rental unit after the expiry of the forty-two (42) calendar day period. The full cost of the rental unit shall be payable immediately for all other leaves of absence. Should the Employee decide to maintain any benefit coverage following the expiry of the aforementioned forty-two (42) day period, the full cost of the benefit premiums shall be borne by the Employee.

ARTICLE 15 – VEHICLE ALLOWANCE

- 15.01** Superintendents, Relief Superintendents and Security Superintendents shall be reimbursed on a per kilometer basis when traveling on Corporation business. The Employer will compensate at rates approved by the Canada Revenue Agency.

ARTICLE 16 – LAYOFF AND RECALL

Layoff

- 16.01** a) Where the Corporation deems it necessary to reduce its workforce, the Corporation shall issue a notice of layoff to the Superintendent, Relief Superintendent and/or Security Superintendent in the project affected with a copy to the Union.
- b) In the event of a layoff, the Corporation shall provide the affected employee no less than sixty (60) days written notice of such layoff.
- 16.02** Provided the Employee so laid off, under 16.01, is able to meet the normal requirements of the job, the Employee may utilize his/her seniority to displace the most junior Employee in his/her classification. The Superintendent, Relief Superintendent and/or Security Superintendent shall receive the salary associated with his/her new position. Classification for this clause is defined as either Superintendent or Relief Superintendent.
- 16.03** Any Employee so displaced shall be entitled to utilize his/her seniority rights in the same manner as set out in 16.02
- 16.04** Where the Employee fails to exercise the Employee's rights, the Employee shall be laid off.
- 16.05** The Corporation shall not be responsible for any costs associated with an Employee utilizing his/her rights under this Article.

Recall

- 16.06** An Employee who is laid off shall be provided, by registered mail at the Employee's last known address, with a copy of each notice of vacancy as they arise, for a period of eighteen (18) months from the date of layoff or the amount of seniority, whichever is less.
- 16.07** The Employee shall have ten (10) calendar days to respond to the job posting.
- 16.08** An Employee laid off under this Article shall be considered an internal applicant under 17.06.
- 16.09** An Employee who has been on layoff for more than eighteen (18) continuous calendar months or the amount of seniority, whichever is less, shall lose all rights of recall and seniority.
- 16.10** Where an Employee has been laid off in accordance with this Article, and is recalled within eighteen (18) months or the amount of seniority, whichever is less, the period of layoff shall not be included in determining the Employee's service or seniority date.
- 16.11** Where an Employee files a grievance claiming improper layoff or recall, the Employee shall identify the position in dispute and submit the grievance at Step 2 of the grievance procedure.

ARTICLE 17 – NOTICE OF VACANCY

- 17.01** Where the Corporation deems it necessary to fill a Superintendent, Relief Superintendent and/or Security Superintendent Vacancy, the Corporation will notify the Local Union Chairperson, in writing, of the vacancy with a copy of the notification delivered to the site offices.
- 17.02** Such Notice of Vacancy shall contain the following information:
- Nature of position
 - Location
 - Size of project
 - Skills
 - Experience
 - Qualifications
 - Salary (including accommodation if applicable)
- 17.03** Superintendents, Relief Superintendents and Security Superintendents who are interested in the vacancy shall have ten (10) calendar days, from the date of the notice of vacancy, to submit a resume to the Executive Assistant for the position noted in the Notice of Vacancy.
- 17.04** The Corporation shall not be held responsible for any resume as specified in 17.03 that is not received.

- 17.05** In filling the vacancy, the Corporation shall give consideration to qualifications, experience, skill, work performance and ability to perform the required duties. Where these factors are relatively equal and meet the requirements of the position, seniority shall be the determining factor. Work performance is measured by written reports which have been signed by the Employee concerned and copies given to the Employee upon being signed.
- 17.06** All internal applicants shall be interviewed before any outside applicant is considered.
- 17.07** The Corporation shall not be responsible for any costs associated with a Superintendent, Relief Superintendent or Security Superintendent utilizing his/her rights of moving to a new position as a result of the Notice of Vacancy.
- 17.08** The Union shall be notified, within ten (10) working days, of all promotions, demotions, hiring's, transfers, recalls, resignations, retirements, death or other terminations of employment.

Any Superintendent, Relief Superintendent or Security Superintendent successful in their application for another position shall be only eligible to apply for one other bargaining unit position within a twelve month period.

ARTICLE 18 – SUPERINTENDENT COUPLES

- 18.01** For the purposes of this Agreement, Superintendents, Relief Superintendents and Security Superintendents hired as a couple shall be deemed to be one (1) Superintendent, Relief Superintendent or Security Superintendent.
- 18.02** For the purposes of Income Tax and the Workplace Safety and Insurance Board, the Corporation agrees to pay each member of a Superintendent, Relief Superintendent Couple and/or Security Superintendents a pro-rated salary. It is the responsibility of the Couple to advise the Corporation of the level of pro-ration; however, in no case will the level be less than twenty percent (20%) for any one (1) member. The Corporation shall not be responsible for any increased costs nor liability as a result of this aforementioned pro-ration. In no case shall the level of remuneration for a couple exceed the level that otherwise would be paid to a single Superintendent, Relief Superintendent or Security Superintendent in the same position. The level of pro-ration shall also be used to determine the payments or remuneration under the follow Articles:

Article 12 - Vacation
Article 14 - Leave of Absence
Article 20 - Location and Rent
Article 21 - Benefits

- 18.03** If one (1) member of a Superintendent, Relief Superintendent or Security Superintendent Couple is unable or unavailable to perform the full duties of the

position, the other member of the couple, provided he/she is qualified, will be given the option, by the Manager of Housing Operations, of:

- a) Performing the full duties of the position;
- b) Resigning from employ of the Corporation upon which the unit shall be vacated within seven (7) calendar days. Such time may be extended with the written approval of the General Manager;
- c) Performing the full duties of the position for a specified time as determined by the Manager of Housing Operations and the Employee shall, upon expiry of the specified time, vacate the unit and resign from the employ of the Corporation;
- d) For temporary leaves greater than thirty (30) calendar days, the employee may be given the option outlined in (a) above, or opt to perform the partial duties of the position and the salary will be adjusted accordingly, or elect to take an unpaid leave of absence for the duration of the leave of the partner;
- e) Before returning to work, the Employee shall be required to produce a physician's certificate that is reasonable under the circumstances. Where necessary, the Union and the Employer will work together to develop an individualized return-to-work- plan based on the physician's note above, and/or other information that may be required. The Employee will co-operate with the Employer to provide the necessary medical information with regard to a return to work.

Where the individual opts to continue to perform the full or partial duties, this arrangement will be reviewed at the end of the first month and confirmed or denied by the end of the third month. He/she will also be paid a salary commensurate with the percentage of duties undertaken and clause 18.02 shall not apply.

18.04 If one (1) member of a Superintendent, Relief Superintendent or Security Superintendent Couple is terminated for gross misconduct, that individual must vacate the unit within seven (7) calendar days if their continued tenancy would result in a reasonably perceived threat to the: 1) safety of other tenants and employees; and/or 2) security of property belonging to the Employer, tenants or employees.

ARTICLE 19 – SALARY RATES

19.01 The salary rates for the Superintendent, Relief Superintendent or Security Superintendent positions are set out in Appendix “A”

19.02 The start rate shall be eighty-five percent (85%) of the rate outlined in Appendix “A”. At the completion of the probationary period, the Employee shall progress to the job rate outlined in Appendix “A”.

19.03 Wages shall be paid biweekly.

19.04 (a) Where the Corporation requires a Superintendent to provide ongoing full coverage at other sites, an additional payment of seventy five dollars (\$75.00) per unit, per annum will be provided.

(b) Where a Superintendent is required to provide full coverage for another site as a result of a vacancy, the Superintendent shall receive payment as described in 19.04(a), prorated for the period they provide coverage.

ARTICLE 20 – LOCATION AND RENT

20.01 Superintendents and Relief Superintendents who are required to reside in a project will be provided with a unit. Where a Superintendent and Relief Superintendent is required to pay utility costs, effective January 1, 2014 the Employer shall provide a forty-five dollar (\$45) monthly stipend for utility costs which must be claimed as a one hundred percent (100%) taxable benefit on their T-4s.

20.02 The unit provided to the Superintendents and Relief Superintendents under Clause 20.01 shall be on a rent free basis. For income tax purposes, a taxable benefit equal to the unit's "fair market value" will be shown on the Superintendent's and Relief Superintendent's yearly T-4 slips. For the purpose of this Article, "fair market value" shall be deemed to be fifty percent (50%) of the Ministry of Housing's approved market rent for the associated unit. The parties acknowledge that this is always subject to review and reinterpretation by Revenue Canada.

20.03 The Superintendents and Relief Superintendents shall be responsible for the payment of all utilities not included in the rental fee.

ARTICLE 21 – BENEFITS

21.01 The Corporation agrees to provide the following benefits to all Superintendents, Relief Superintendents and Security Superintendents who have completed their probationary period.

i) Life Insurance coverage at twice the basic annual salary (minimum of \$15,000) of the Superintendent, Relief Superintendent or Security Superintendent who is the primary earner. The Corporation will pay one hundred percent (100%) of the premium costs. Superintendent, Relief Superintendent or Security Superintendent who reach sixty-five (65) years of age will have their coverage reduced by fifty percent (50%).

ii) Dependent Life Insurance coverage of ten thousand dollars (\$10,000) for the Superintendent, Relief Superintendent's or Security Superintendent's spouse

and five thousand dollars (\$5,000) for each child. The Corporation will pay one hundred percent (100%) of the premium costs.

iii) Accidental Death and Dismemberment Insurance equal to the Superintendent's, Relief Superintendent's or Security Superintendent's life insurance as per subsection i). The Corporation will pay one hundred percent (100%) of the premium cost.

21.02 Participation in the O.M.E.R.S. Pension Plan shall be in accordance with the O.M.E.R.S. regulations, eligibility requirements and the Pension Benefits Act

- a) Participation in O.M.E.R.S. is mandatory for a "continuous full-time" employee.
- b) The Employer will provide O.M.E.R.S. to all "other than continuous Full-Time" staff on an optional basis who qualify per O.M.E.R.S. regulations – effective April 01, 2005.
- c) The Employer will provide all employees with the extended Health Care Benefit Plan with the following coverage:
 - i) **Semi-private Hospital coverage**
 - ii) **Prescription Drug Plan** – fifty dollars (\$50.00) deductible per year for single coverage and one hundred dollars (\$100.00) per year deductible for family coverage with eighty percent (80%) reimbursement, thereafter.

Effective sixty (60) days from the date of ratification by both parties, each Superintendent, Relief Superintendent and Security Superintendent who has completed their probationary period shall be issued a drug card.

Effective January 1, 2014, ten dollars (\$10.00) deductible per year for single coverage and twenty dollars (\$20.00) per year deductible for family coverage with eighty percent (80%) reimbursement, thereafter.
 - iii) **Extended Benefits** – ambulance, nurses, paramedical practitioners, etc.
 - iv) **Out of Canada Emergency Care**
 - v) Vision Care coverage for the purpose of purchasing prescription glasses or contact lenses. A Superintendent, Relief Superintendent and/or Security Superintendent and their immediate family will be reimbursed up to Two hundred, Fifty dollars (\$250.00) every two (2) years towards the purchase of prescription glasses or contact lenses.

Effective January 1, 2014, a Superintendent, Relief Superintendent and/or Security Superintendent and their immediate family will be reimbursed up to three hundred dollars (\$300.00) every two (2) years towards the purchase of prescription glasses or contact lenses.

- vi) Hearing Aids - \$500.00 every two years
- vii) Laser Eye Surgery - \$300 lifetime maximum
- viii) The Corporation shall pay one hundred percent (100%) of premiums
- ix) Coverage shall commence upon the completion of the Superintendent's, Relief Superintendent's and Security Superintendent's probationary period.

21.03 a) The Corporation shall make available to Superintendents, Relief Superintendents and Security Superintendents a basic dental plan. Participation in this plan shall be on an optional basis. The premiums shall be paid one-hundred percent (100%) by the participating Superintendent, Relief Superintendent and Security Superintendent. It is agreed that the corporation shall not be responsible for any costs incurred as a result of this plan.

b) Effective April 01, 2005 for Full-Time Superintendents only: add a basic dental plan with Eighty percent (80%) of the cost paid by the employer and Twenty percent (20%) of the cost paid by the employee. Premium to be paid by the Employer. \$1,000.00 maximum per year: no deductible; current fee guide: Nine (9) month recall.

21.04 It is understood that the Benefit Programs will be subject to the terms and conditions of any governing master policy or any statutory requirement. A copy of the master policy will be supplied to the Union. Any dispute over the payment of benefits shall be between the Superintendent, Relief Superintendent and Security Superintendent and the Insurance Company.

21.05 The Employer will provide an employer funded Employee Assistance Plan for all employees.

21.06 Article 21.01, 21.02(c), 21.03 and 21.04 shall not apply to employees who are 65 years of age or older unless such individuals were employed by the Corporation

And were between the ages of 65 and 70 years of age on the final ratification date.

ARTICLE 22 – RECLASSIFICATIONS AND NEW POSITIONS

22.01 When the duties of any position are significantly changed or a new position is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the position in questions, such dispute shall be submitted to grievance and arbitration for determination based on other rates in this Collective Agreement. The new rates shall become retroactive to the time the position was first filled, or the date of the change of the job duties.

ARTICLE 23 – HEALTH AND SAFETY

23.01 The Employer and the Union agree to abide by the provisions of the Occupational Health and Safety Act.

ARTICLE 24 – CORRESPONDENCE

24.01 All correspondence between the parties, arising out of this Agreement shall pass to and from the General Manager and the Unit Chairperson or their designates. Only correspondence relating to the interpretation of the collective agreement, employee terminations and Step 2 grievance responses will be copied to CUPE National Representative.

ARTICLE 25 – GENERAL

25.01 Upon presentation of a receipt, the corporation will reimburse each employee up to \$100.00 every two (2) years towards the purchase of certified steel toed safety footwear.

25.02 The Employer shall provide cell phones for safety purposes and emergency calls, where practical. (one per staffed site)

ARTICLE 26 – MASCULINE OR FEMININE TERMS

26.01 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Party or Parties hereto so require.

Where the term Employee is used in this Agreement, it shall mean Superintendent or Relief Superintendent.

ARTICLE 27 – COPIES OF AGREEMENT

27.01 The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Parties shall print sufficient copies of the Agreement.

APPENDIX 'A'**Salary Rates (Annual Salary)****Superintendents**

PROJECTS	Oct 1, 2012 (1%)	April 1, 2013 (1%)	April 1, 2014 (1%)	April 1, 2015 (1%)
Conant Place/Ormond Place	\$16,369	\$16,533	\$16,698	\$16,865
St. Andrews Place	5,691	5,748	5,805	5,863
Woodfarm Manor	40,999	41,409	41,823	42,241
Beatrice Woods	29,828	30,126	30,428	30,732
Orchard Valley Court	43,774	44,212	44,654	45,101
Highbush Village	13,362	13,496	13,631	13,767
Wilson Village	36,931	37,300	37,673	38,050
Mearns Meadows	17,686	17,863	18,041	18,221
Schoolhouse Apartments	17,223	17,395	17,569	17,745
Reach Gardens	15,476	15,631	15,787	15,945
Perry Terrace	46,335	46,798	47,266	47,739
Dryden Heights	53,348	53,881	54,420	54,964
Bowmanville Heights	19,298	19,491	19,686	19,883
Marigold Court/Garrard Heights	45,408	45,862	46,321	46,784
Cy Elsey	33,617	33,953	34,293	34,636
Gillespie Gardens	19,687	19,884	20,083	20,284

Relief Superintendents

PROJECTS	Oct 1, 2012 (1%)	April 1, 2013 (1%)	April 1, 2014 (1%)	April 1, 2015 (1%)
Woodfarm Manor	\$1,949	\$1,968	\$1,988	\$2,008
Orchard Valley Court	1,949	1,968	1,988	2,008
Perry Terrace	2,642	2,668	2,695	2,722
Dryden Heights	5,298	5,351	5,404	5,458
Marigold Court	2,112	2,133	2,154	2,176
Cy Elsey	1,949	1,968	1,988	2,008

Security Superintendents

Gillespie Manor	5,188	5,240	5,292	5,345
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LETTER OF UNDERSTANDING

Between

Durham Non-Profit Housing Corporation

- and -

**Canadian Union of Public Employees
and its Local 1764-03**

RE: RENT INCREASE GUIDELINES

If the Rent Increase Guidelines exceed 1.8 percent for the 2015 calendar year, the Employer agrees to provide an additional general wage increase on April 1, 2015 of 0.5%.

DATED at Oshawa this _____ day of _____ 2013.

Durham Non-Profit Housing Corporation **Canadian Union of Public Employees**
And its Local 1764-03

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