

Collective Agreement

Between:



LIUNA LOCAL 183
(hereinafter called the “Union”)

-and-

DUNCAN MILLS LABOURERS' LOCAL 183
CO-OPERATIVE HOMES INC.



Effective July 1, 2024, to June 30, 2027

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COLLECTIVE AGREEMENT

B E T W E E N:

DUNCAN MILLS LABOURERS' LOCAL 183 CO-OPERATIVE HOMES INC.

(hereinafter referred to as the "Employer")

- and -

LIUNA LOCAL 183

(hereinafter referred to as the "Union")

WHEREAS the Employer and the Union are desirous of entering into a Collective Agreement.

NOW THEREFORE, it is agreed as follows:

ARTICLE I – PURPOSE

1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its employees covered by the Agreement through the Union to secure prompt and fair disposition of grievances, to secure the efficient operation of the Employer's business without interruption or interference with work and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the duty of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.

1.02 In this Agreement, the masculine includes the feminine, and the feminine includes the masculine, where the text so indicates and, wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used, where the text so indicates.

ARTICLE 2 – SCOPE AND RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for all employees in the bargaining unit of Duncan Mills Labourers' Local 183 Co-Operative Homes Inc. at 2040 Don Mills Road, Don Mills, ON, M3A 3R7.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management of the Employer's operations and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time-to-time, rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause.
- b) select, hire, transfer, assign to shifts, promote, demote, classify, lay-off, recall or retire employees.
- c) establish and administer reasonable tests for the purpose of assisting the Employer in determining an employee's qualifications.
- d) direct the working forces, the schedules of operations, the number of shifts; job content; the establishment of work or job assignments; change, combine or abolish job classifications; determine the qualifications of an employee to perform any particular job; decide on the number of employees needed by the Employer at any time, the number of hours to be worked, starting and quitting times, when overtime shall be worked and require employees to work overtime.

3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

3.03 The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement. Students, when employed, shall be excluded from the bargaining unit when employed during the months of May to September.

3.04 No employee covered by this Agreement shall be laid-off, reclassified or suffer a monetary loss as a result of the contracting-out of bargaining unit work.

3.05 **Employer Policies**

Employer policies shall be communicated and available to the employees where applicable. All policies shall be identified by date, and appropriate revision code.

ARTICLE 4 – UNION SECURITY

4.01 The regular monthly dues shall, as a condition of employment, be deducted from and checked-off from the wages of each employee employed in any position within the bargaining unit described in Article 2 of this Agreement.

4.02 The Union shall notify the Employer in writing of the amount of the monthly Union dues and the Employer shall make such deductions from the pay due to the employees and shall forward such deductions to the Secretary/Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the deductions were made.

4.03 The Employers shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union, listing the names and corresponding Social Insurance Numbers of the employees from whose pay such deductions have been made. The Employer shall notify the Union of any and all Termination of Employees (voluntary or otherwise).

4.04 The Union shall indemnify the Employer from any claim which may arise from deductions made pursuant to this Article.

ARTICLE 5 – PRODUCTIVITY

5.01 The Union and the Employer recognize the mutual value of improving by all proper and reasonable means, the productivity of individual workers and both will undertake individually

and jointly to promote such increased productivity.

5.02 During the lifetime of this Agreement, the Union agrees there will be no strike, slowdown or picketing, and the Employer agrees that it will not cause a lock-out. The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing or slowdown.

ARTICLE 6 – UNION REPRESENTATION

6.01 a) It is agreed that a Union Steward shall appointed from the bargaining unit by the Union.

b) The Union shall be required to notify the Employer of the name of the Steward in writing.

c) The Union Steward shall not be discriminated against or disciplined for the proper performance of their duties on behalf of the Union.

d) The Union Steward will be responsible for reporting any disputes to the Employer and Union Representative, so that these can be taken up in the proper manner without any delay.

6.02 The Union Steward shall be the last person laid-off and the first recalled by classification provided they can do the job.

6.03 The Union acknowledges that the Steward has regular duties to perform as an employee of the Employer. Union business will not be transacted during regular working-hours.

6.04 Use of Employer Facilities

a) Reasonable space on bulletin boards in the employee's staff room will be made available to the Union for the posting of official Union notices. The Union shall endeavour to avoid requests for posting notices which the Employer, acting reasonably, could consider adverse to its interests or to the interests of any of its representatives. Posting of notices or other materials shall require the prior approval of the Employer, except notices related to the business affairs of the Union, including the names of the Union Representatives and social and

recreational events.

Such approval shall not be unreasonably withheld.

- b) The Employer will also continue its present practice of making available to the Union specific locations on its premises for the placement of reasonable quantities of the literature of the Union.
- c) A duly accredited Representative of the Union may be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management. Permission to enter the premises shall, in each case be obtained from the Employer.
- d) The Union shall provide the Employer a list of such Union Representatives and shall advise promptly of any change made to the list.

ARTICLE 7 – PROTECTION FROM DISCRIMINATION

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

This shall apply in the matter of salary rates, training, upgrading promotion, transfer, lay-off, recall, discipline, discharge or otherwise.

7.02 The Employer shall take all appropriate steps to ensure that no form of discrimination or sexual harassment is allowed in the workplace or work-related situations. Sexual harassment shall be defined as any unwanted sexually oriented practice that undermines the employee's health, job performance or work-place relationships, or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to, any

unwanted sexual comments, suggestions, physical contact or coercion that the employee finds objectionable or offensive and that causes the employee discomfort and any reprisals arising out of an employee's objections to such practices.

7.03 Employee reports of discrimination or sexual harassment shall be dealt with as grievances under Article 8 (Resolution of Disputes).

7.04 Where the employee is discriminated against or sexually harassed by other staff or members in such a way that the employee feels their work performance will be threatened, the employee may receive up to five (5) days paid leave on approval of the Employer.

In the case of sexual assault, the employee may receive up to three (3) months leave on approval of the Employer. If they are away from their residence at the time of the assault for approved reasons of employment, the Employer agrees to cover the cost of travel for the immediate return to their place of residence. After an incident of sexual harassment or assault, and within twenty-four (24) hours of it being reported, the Staff Liaison Officer and the Employer shall meet to determine the appropriate length of leave.

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

7.05 Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step in the grievance process.

7.06 **Abuse from Member to Staff:**

No Co-Op member shall abuse a member of the staff either by word or deed. This shall include but not be limited to rudeness, threats, shouting, insults, and/or harassment. The staff person shall grieve directly to the Employer and the Employer shall deal with this matter within seven (7) working-days. If the abuse involves physical violence such member shall be called before the Employer within forty-eight (48) hours to consider a motion to terminate that member's occupancy rights for breach of the By-Laws at which meeting the employee will be entitled to attend to make representation to the Employer prior to its vote.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

8.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss their complaint with the Person Designated by the Co-Op. Such complaint shall be brought to the attention of the Designate within three (3) working-days of the incident giving rise to the complaint. The Designate shall state decision verbally within three (3) working-days of receiving the complaint.

Step 1 Should the employee be dissatisfied with the Employer's disposition of the complaint, they may with the assistance of their Representative, refer such matter on a written grievance form to the Employer's Representative who shall answer the grievance within three (3) working-days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within three (3) working-days or receipt of the reply of the Employer's Representative to the complaint.

The grievance shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged, contain a precise statement of the facts relied upon, indicate the relief sought and be signed by the employee or employees.

Step 2 If no settlement is reached at Step 1, the employee in question and the Union Representative shall meet with the Representatives of the Employer within five (5) working-days of receipt of the reply of the Employer's Representative to discuss the grievance.

Step 3 Should the employee be dissatisfied with the disposition of the grievance at Step 2, it may be referred to arbitration as hereinafter provided.

8.04 The Union or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) working-days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be

referred to arbitration under Article 10 by either the Union or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees when such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.

8.05 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance Arbitration Procedure within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 9 – DISCHARGE & SUSPENSION CASES

9.01 An employee who has completed their probationary period and is discharged, shall be given a reasonable opportunity to telephone their Business Representative at the Union Office before leaving the Employer's premises.

9.02 An employee who has completed their probationary period and are discharged or suspended for more than three (3) working-days, may file a grievance at Step 2 of the Grievance Procedure within five (5) working-days after such discharge or suspension. An employee suspended for three (3) working-days or less shall take up their grievance at Step 1.

9.03 Where a grievance which is filed under Article 9.02 is not settled and duly comes before an Arbitration Board, the Board may make a ruling, subject to this Article and to Article 10:

- a) confirming the Employer's action.
- b) reinstating the employee with compensation for regular time lost (except for the amount of any remuneration or compensation the employee has received from any other source pending the disposition of this case); or
- c) disposing of the grievance in any other manner which may be just and equitable.

9.04 Discipline

- a) Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee, shall be destroyed after 18 months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period.
- b) The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee the content of which the employee was not aware of at the time of filing or within a reasonable period thereafter.

9.05 Copies of all suspension and terminations notices issued to the employees shall be forwarded to the Union Representative within forty-eight (48) hours of being issued.

ARTICLE 10 – ARBITRATION

10.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrational, or where an allegation is made that this Agreement has been violated, either party may after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration.

10.02 Within thirty (30) calendar days of the date of receipt of a request for arbitration, the parties shall endeavour to agree on the name of an Arbitrator. If agreement is not then reached, the party requesting arbitration may then request the Ministry of Labour to appoint an Arbitrator and advise the other party accordingly. Such request to the Ministry of Labour must be made no later than fourteen (14) calendar days following the thirty (30) day period referred to in this paragraph.

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

10.04 Each party agrees to share the cost equally for the Arbitrator.

10.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

10.06 In determining the time which is allowed in the various steps, Saturdays, Sundays and Statutory Holidays shall be excluded and any time limited may be extended by Agreement in writing.

ARTICLE 11 – SENIORITY

11.01 Seniority means the length of service of an employee with the Employer.

11.02 New employees shall serve a probationary period:

- (a) the Superintendent, Assistant Superintendent, and Administrative Assistant one hundred and eighty (180) days
- (b) the Building Co-ordinator and Co-op Co-ordinator, three hundred and sixty –five (365) calendar days

Before acquiring seniority rights which shall then date back to their respective date of starting to work with the Employer. Probationary employees may be discharged without cause and without entitling the employee to recourse to the Grievance Procedure. Days not worked due to any absence whatsoever shall not count towards the completion of the probationary period. It is agreed that all employees from their original date of hire are entitled to all benefits included in this Collective Agreement.

11.03 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) if they voluntarily quit.
- b) if they are discharged for cause and not reinstated through the Grievance Procedure.
- c) if they fail to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement.

- (d) if twelve (12) months have elapsed from the day of lay-off.
- (e) if they are absent from work for more than two (2) scheduled working-days without notifying the Employer, unless in the circumstances it was impossible for the employee to give notice to the Employer, or
- (f) if he, for a period of twelve (12) calendar months, is for any reason other than 11.04 (b) unable to perform their duties.

11.04 An employee shall accumulate seniority under any of the following conditions:

- (a) while they are at work for the Employer after they have completed their probationary period as set out in Article 11.02.
- (b) during any period when they are prevented from performing their work for the Employer by reason of injury arising out of and in the course of their employment for the Employer for which they are receiving compensation under the provisions of the Worker Safety and Insurance Act, 1997. [Refer to 11.03, particularly 11.03 f)];
- (c) during the first ninety (90) days of any absence due to illness or lay-off.

ARTICLE 12 – HEALTH AND SAFETY

12.01 The Employer and the Union agree that they mutually desire to maintain high standards of safety and health in the Employer's operation in order to prevent industrial injury and illness. Therefore, the Employer, the Union and the employees will co-operate in the prevention of accidents and enforcement of safety rules in the Employer's operation.

12.02 An employee who is injured during working hours and who is required to leave for treatment, or is sent home for such an injury, shall receive payment for the remainder of the scheduled shift at a regular rate of pay.

12.03 The Employer shall, at their own expense, provide transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

ARTICLE 13 – APPENDICES OF WAGES RATES, HOURS-OF-WORK, AND SPECIFIC WORKING CONDITIONS

13.01 Attached to this Agreement are Appendices “A”, “B”, and “C” which specifically set forth and define job classifications, salaries, hours of work, and working conditions, all of which are an integral part of this Agreement.

ARTICLE 14 – OVERTIME

14.01 Overtime compensation shall be at the rate of one and one-half (1½) times the normal hourly rate-of-pay or subject to the Employer’s decision, lieu time off at the rate of one and one-half (1½) hours off for each hour of overtime worked.

14.02 Overtime payment shall be paid out not later than one (1) month from the date of overtime worked. All such monetary overtime pay shall be calculated on the agreed hourly rate.

14.03 In the case of lieu time, the resulting time off shall be by mutual agreement between the claimant and the Building Co-Ordinator but not later than three (3) months from the date of overtime worked.

ARTICLE 15 – STATUTORY HOLIDAYS

15.01 The following shall be recognized as holidays to be paid for on the basis of hours normally scheduled to work at the straight-time hourly rate specified in this Agreement:

New Year's Day	Labour Day	Good Friday
Thanksgiving Day	Victoria Day	Christmas Day
Canada Day	Boxing Day	Civic Holiday

Each employee in the bargaining unit shall be granted three (3) floating holidays at a time to be mutually agreed upon.

15.02 The employee must have worked the regular scheduled shift of each of the working days immediately preceding and immediately following each of the noted holidays before qualifying for holiday pay for any of the noted Statutory Holidays. The noted requirements are not mandatory if an employee is prevented from working by illness or any other reason acceptable

to the Employer.

15.03 An employee required by an Employer to work on any of the above-noted Statutory Holidays shall be paid at the rate of double (2x) time the employee's regular hourly wage for each hour worked.

15.04 Employees employed on a continuous basis may by mutual consent between the Employer and the employee, have such Statutory Holidays added to their vacation period or receive other mutually agreed upon time-off periods in lieu of Statutory Holidays.

15.05 The staff member may request time-off for bona fide religious holidays in addition to those listed in paragraph 15.01. Employees must submit the request to the Board at least (30) days in advance. Any time-off granted under this paragraph will be unpaid.

ARTICLE 16 – DEFINITIONS

16.01 Continuous employment is one or more periods of service, with allowable breaks only as provided for in the terms and conditions of employment applicable to the person.

ARTICLE 17 – LEAVE GENERAL

- 17.01 (a)** When an employee becomes subject to this Agreement, their earned daily leave credits shall be converted into hours.
- (b)** Earned leave credits or other leave entitlements shall be, in the case of the Co-Op Co-Ordinator and the Administrative Assistant, equal to seven decimal zero (7.0) hours per day. In the case of the Building Co-Ordinator and the Superintendents, shall be equal to eight decimal zero (8.0) hours per day
- (c)** When leave is granted, it will be granted on an hourly basis and the number of hours debited for each day of leave shall be equal to the number of hours of work scheduled for the employee for the day in question.
- (d)** Notwithstanding the above, in Article 20, Bereavement Leave with Pay, a “day” will mean a calendar day.

17.02 An employee is entitled once in each fiscal year, to be informed upon request, of the balance of their vacation and sick leave credits.

17.03 The amount of leave with pay earned but unused credited to an employee by the Employer at the time when this Agreement is signed, or at the time when the employee becomes subject to this Agreement, shall be retained by the employee.

17.04 An employee shall not be granted two (2) different types of leave with pay or monetary remuneration in lieu of leave in respect of the same period of time.

17.05 Except as otherwise specified in this Agreement, where leave without pay for a period in excess of three (3) months is granted to an employee for reasons other than illness, the total period of leave granted shall be deducted from "continuous employment" for the purpose of calculating severance pay and "service" for the purpose of calculating vacation leave.

ARTICLE 18 – SICK LEAVE WITH PAY

18.01 The Co-Op Co-Ordinator and the Administrative Assistant

- (a) For each calendar month in which an employee has received at least ten (10) days' pay, the employee shall earn sick leave credits at the rate of eight decimal seven five (8.75) hours.
- (b) Notwithstanding paragraph (a) above an employee may accumulate sick leave credits to a maximum of one thousand two hundred and sixty (1260) non cashable hours

The Building Co-Ordinator and the Superintendents:

- (a) For each calendar month in which an employee has received at least ten (10) days' pay, the employee shall earn sick leave credits at the rate of ten decimal zero (10) hours.
- (b) Notwithstanding paragraph (a) above, an employee may accumulate sick leave credits to a maximum of one thousand four hundred and forty (1440) hours non

cashable hours

18.02 A new employee who has completed their first six (6) months of continuous employment is entitled to receive an advance of sick leave credits equivalent to the anticipated credits for the current year.

Granting of Sick Leave

18.03 An employee shall be granted sick leave with pay when they are unable to perform their duties because of illness or injury provided that:

- (a) they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer, and
- (b) they are the necessary sick leave credits.

18.04 Unless otherwise informed by the Employer, a statement signed by the employee stating that because of illness or injury they are unable to perform their duties, shall, when delivered to the Employer, be considered as meeting the requirements of paragraph 17.07(a).

18.05 **The Co-Op Co-Ordinator and the Administrative Assistant**

- (a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 18.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to one hundred and seventy-five decimal zero (175.0) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- (b) The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

The Building Co-Ordinator and the Superintendents

- (a) When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 18.03, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to two hundred (200) hours, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

- (b) The Employer may for good and sufficient reason, advance sick leave credits to an employee when a previous advance has not been fully reimbursed.

18.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

18.07 Where in respect of any period of compensatory leave, an employee is granted sick leave with pay on production of a medical certificate, the period of compensatory leave so displaced shall either be added to the compensatory leave period, if requested by the employee and approved by the Employer or reinstated for use at a later date.

18.08 (a) Sick leave credits earned but unused by an employee during a previous period of employment shall be restored to an employee whose employment was terminated by reason of layoff and who is re-appointed within two (2) years from the date of layoff.

(b) Sick leave credits earned but unused shall be restored to an employee whose employment was terminated due to the end of a specified period of employment, and who is reappointed within one (1) year from the end of the specified period of employment.

ARTICLE 19 – INJURY-ON-DUTY LEAVE

19.01 An employee shall be granted injury-on-duty leave with pay for such a period as may be reasonably determined by the Employer when a claim has been made to the Workers' Compensation and Workers' Compensation has notified the Employer that it has certified that the employee is unable to work because of:

- (a) personal injury accidentally incurred in the performance of their duties and not caused by the employee's willful misconduct, or
- (b) an industrial illness or a disease arising out of and in the course of the employee's employment.

If the employee agrees to remit to the Employer any amount received by them as compensation for loss of pay resulting from or in respect of such injury, illness, or disease providing, however, that such amount does not stem from a personal disability policy for which the employee or the employee's agent has paid the premium.

ARTICLE 20 – LEAVE WITH PAY FOR FAMILY-RELATED RESPONSIBILITIES

20.01 For the purpose of this Article, family is defined as spouse (or a common-law partner resident with the employee), children (including foster children or children of a spouse or common-law partner), grandchildren (including grandchildren of a spouse or common-law partner), parent (including stepparents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.

20.02 **The Co-Op Co-Ordinator and the Administrative Assistant**

The total leave with pay which may be granted under this Article shall not exceed twenty-one (21) hours in a fiscal year.

The Building Co-Ordinator and the Superintendents

The total leave with pay which may be granted under this Article shall not exceed twenty-four (24) hours in a fiscal year.

20.03 Subject to clause 20.02, the Employer shall grant leave with pay under the following circumstances:

- (a) to take a family member for medical or dental appointments, or for appointments with school authorities or adoption agencies, if the supervisor was notified of the appointment as far in advance as possible.
- (b) to provide for the immediate and temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.
- (c) for the care of a sick member of the employee's family who is hospitalized.

- (d) to provide for the immediate and temporary care of an elderly member of the employee's family.
- (e) for needs directly related to the birth or to the adoption of the employee's child.
- (f) to provide time to allow the employee to make alternate arrangements in the event of fire or flooding to the employee's residence.

ARTICLE 21 – VACATION PAY

21.01 The vacation year shall be from July 1 to June 30 inclusive, of the following calendar year.

21.02 Each employee shall be entitled to a paid vacation which will be taken at such times that are mutually agreed upon between the parties.

21.03 Providing the employee's request is submitted and approved two (2) weeks prior to the commencement of vacation, full vacation pay will be paid prior to commencement of vacation.

Accumulation of Vacation Credits:

21.04 The Co-Op Co-Ordinator and the Administrative Assistant

For each calendar month in which an employee has earned at least ten (10) days' pay, the employee shall earn vacation leave credits at the rate of:

- (a) eight decimal seven five (8.75) hours until the month in which the anniversary of the employee's third (3rd) year of service.
- (b) eleven decimal six seven (11.67) hours commencing with the months in which the employee's third (3rd) anniversary of service occurs.
- (c) fourteen decimal five eight (14.58) hours commencing with the month in which the employee's tenth (10th) anniversary of service occurs.
- (d) seventeen decimal five (17.5) hours commencing with the month in which the

employee's twenty fifth (25th) anniversary of service occurs.

The Building Co-Ordinator and the Superintendents

For each calendar month in which an employee has earned at least ten (10) days' pay, the employees shall earn vacation leave credits at the rate of:

- (a) ten decimal zero (10.0) hours until the month in which the anniversary of the employee's third (3rd) year of service occurs.
- (b) thirteen decimal three three (13.33) hours commencing with the month in which the anniversary of the employee's third (3rd) year of service occurs.
- (c) sixteen decimal six seven (16.67) hours commencing with the month in which the employee's tenth (10th) anniversary of service occurs.
- (d) twenty decimal zero (20.0) hour commencing with the month in which the employee's twenty-fifth (25th) anniversary of service occurs.

21.05 An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed six (6) months of continuous employment is entitled to receive an advance of credits equivalent to the anticipated credits for the current vacation year.

21.06 In the event of termination of employment for reasons other than incapacity, death or layoff, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation and sick leave credits taken by the employee.

21.07 An employee is not entitled to leave with pay during periods they are on leave without pay or under suspension.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 An employee requiring a leave of absence from work without pay, shall request the same in writing from the Employer at least three (3) months in advance of the intended leave period (except in cases of emergency). The Employer shall review the request and give its decision in a timely fashion.

ARTICLE 23 – JURY DUTY

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

- (a) informs the Employer immediately upon being notified that the employee will be required to attend court.
- (b) presents proof of service requiring the employee's attendance.
- (c) deposits with the Employer the full amount of compensation received for such jury duty, excluding mileage, travelling and meal allowances and an official receipt thereof; and
- (d) notwithstanding the above provisions, in order to qualify for payment hereunder, the employee will report to the Employer for work during those regular hours-of-work or assignment that they are not required to attend court.

ARTICLE 24 – BEREAVEMENT LEAVE

24.01 For the purposes of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse (including common-law spouse residing with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, aunt, uncle and grandparents, and relatives permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of the employee's immediate family dies, an employee shall be entitled to a bereavement of three (3) consecutive days which does not extend beyond the day following the day of the funeral. During such period the employee shall be paid for those days which are not regularly scheduled days of rest for the employee. In addition, the employee may be granted up to two (2) day's leave with

pay for the purposes of travel related to the death.

Notwithstanding the above, in case of death for father, mother (or alternatively stepfather, stepmother, or foster-parent), spouse (including common-law spouse resident with the employee), child (including child of common-law spouse), the employee is entitled to five (5) days bereavement leave with pay.

- (b) In special circumstances and at the request of the employee the three (3) day bereavement period may be moved beyond the day following the day of the funeral but must include the day of the funeral.
- (c) An employee is entitled to one (1) day's bereavement leave with pay for the purposes related to the death of their grandchild, son-in-law, daughter-in-law or sister-in-law.
- (d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which they would have been eligible for bereavement leave with pay under paragraph (a), (b), or (c) of this clause, the employee shall be granted bereavement leave with pay and their compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.
- (e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses 20(a) and (c).

ARTICLE 25 – HEALTH BENEFITS AND RRSP/TFSA

25.01 The Employer agrees to contribute, on a monthly basis, for those employees in the employ of the Employer, who are covered by this Agreement into Local 183 Members Benefit Fund, plus all applicable taxes for the purpose of purchasing benefits which are available as described in the booklet the amounts as follows.

MONTHLY BENEFIT CONTRIBUTIONS PER EMPLOYEE		
July 1 st , 2024	July 1 st , 2025	July 1 st , 2026
\$520.00	\$530.00	\$540.00

25.02 The Employer shall remit the contributions referred to in the Article 25.01, together with a completed Employer's report no later than the fifteenth (15th) day of the month prior to the month for which the benefit converge takes effect to the Local 183 Members Benefit Fund. (Example: June 15 remittance [which represents the May work month] provides benefit coverage July 1st.)

25.03 **Retiree Benefit Fund**

The Employer agrees to pay for each hour of regular time worked by each employee covered by this Agreement into the Labourers' Local 183, Retiree Benefit Fund, the following sums:

RETIREE FUND CONTRIBUTIONS PER EMPLOYEE		
July 1 st , 2024	July 1 st , 2025	July 1 st , 2026
\$ 0.13/hr	\$ 0.13/hr	\$ 0.13/hr

The Employer shall remit contributions to the Labourers', Local 183 Retiree Benefit Trust Fund monthly, together with a duly completed Employer's Report Form, by the fifteenth (15th) of the month following the month for which the payment is due. Each monthly contribution shall include all obligations arising from hours worked up to the close of the Employers' payroll ending nearest to the last day of the.

25.04 Industrial Training Fund

The Employer agrees to pay for each hour of regular time worked by each employee covered by this Agreement into the Labourers' Local 183, Industrial Training Benefit Fund, the following sums:

TRAINING FUND CONTRIBUTIONS PER EMPLOYEE		
July 1st, 2024	July 1st, 2025	July 1st, 2026
\$ 0.08/hr	\$ 0.08/hr	\$ 0.08/hr

The Employer shall remit contributions to the Labourers', Local 183 Industrial Training Benefit Fund monthly, together with a duly completed Employer's Report Form, by the fifteenth (15TH) of the month following the month for which the payment is due. Each monthly contribution shall include all obligations arising from hours worked up to the close of the Employers' payroll ending nearest to the last day of the preceding month.

The Employers' responsibility and liability for the Retiree Benefit Fund and Industrial Training Fund as set out above is strictly limited to the obligation to make the contributions as set out in the relevant provision

25.05 Notwithstanding any benefit payable under any other provision of this Collective Agreement, no benefit is payable under this Collective Agreement when a benefit is payable to the employee by virtue of Article 25 of Agreement.

25.06 Payment of contributions while on leave without pay:

Coverage under the plan continues while an employee is on Leave with Out Pay (LWOP) unless that employee provides notice in writing that they wish to opt out of the plan during the period of LWOP. If such notice is provided, coverage will be cancelled effective the month following the month in which the notice is received by the designated officer.

A member going on LWOP who does not opt out of the Plan for the period on LWOP, will be required to either:

- (a) Pay the required contributions in advance: or
- (b) Pay the contributions owing in a manner to be determined by the employer, on ceasing to be on LWOP, whether due to a return to work or ceasing to be employed.

An employee who has not chosen to pay the required contributions in advance will be deemed to have opted to pay the contributions retroactively on ceasing to be on LWOP.

All reference to LWOP assumes that the leave has been duly authorized by the employer.

25.09
26.07
LC
Employee Contributions Only:

Employees are required to pay only their contributions when on LWOP for the following reasons:

- (a) For the purpose of undergoing training or instruction to the advantage of the Employer.
- (b) Because of pregnancy, illness or disability.
- (c) To serve with any organisation (other than the bargaining agent) where the leave is certified as being to the advantage of the Employer or is being performed at the request of the Employer.
- (d) For the purpose of carrying out paternal responsibilities, ie caring for their child.
- (e) For personal needs for a period not exceeding three months, when the leave was approved by the appropriate authority as leave for personal needs.
- (f) For parental leave for care and nurturing which occurs up to fifty-two (52) weeks after the birth or adoption of a child.
- (g) For the first three consecutive months of any period of LWOP.

25.10
25.08
LC

Employee and Employer Contributions:

Both the employee's and the employer's contributions must be remitted by the member when:

- (a) Taking any kind of leave without pay for reason's not listed above.
- (b) An employee who was laid off chooses to retain coverage for up to one year following lay-off.
- (c) The survivor of a member who was pregnant at the time of the member's death chooses to continue coverage for the period during which the survivor is pregnant and confined following the pregnancy.
- (d) An employee is on suspension or on unauthorized LWOP.

ARTICLE 26 – RRSP/TFSA

26.01 The Employer shall contribute to a Registered Retirement Savings Plan (RRSP) or Tax-Free Savings Account (TFSA), an amount equal to but not more than nine percent (9%) of the employee's gross annual salary.

26.02 (a) For all employees hired after July 1, 2011, the Employer shall contribute an amount equal to but not more than fifty percent (50%) of the amount specified in 26.01.

(b) For all employees hired after July 1, 2011, the Employee may choose to contribute an amount to up the Employer's contribution.

26.03 It is understood that the Employer will continue to pay the premium required in 26.01 while the Employee is of work due to maternity leave, a work related injury (WSIB) or disability.

26.04 For the purposes of 26.03 an Employee receiving Canada Pension Plan disability benefits shall not qualify as disability.

26.05 Notwithstanding Article 26.01, for the duration of this Collective Agreement, the maximum amount the Employer shall contribute shall not exceed the amount contributed for the contract year ended June 30, 2014.

ARTICLE 27 – DISABILITY DEFINITION

27.01 For the purpose of Articles 25 and 26, disability is defined as a physical or mental impairment that prevents you from engaging in any employment for which you are reasonably suited by virtue of your education, training, or experience and that can reasonably be expected to last for the rest of your life.

ARTICLE 28 – LIUNA PENSION

28.01 **LIUNA Pension**

- (a) All employees, hired after July 1, 2024, shall participate in the Labourers' Pension Fund of Central and Eastern Canada (the "LIUNA Pension Fund"). The Employer shall contribute and remit an amount equal to nine percent (9%) of each employee's hourly rate into the LIUNA Pension Fund. The exact hourly amount of pension contributions is set out in Appendix "A, B and C" attached hereto.
- (b) The Employer shall remit contributions to the LIUNA Pension Fund monthly, together with a duly completed Employer's Report Form, by the fifteenth (15th) of the month following the month for which the payment is due. Each monthly contribution shall include all obligations arising from hours worked up to the close of the Employer's payroll ending nearest to the last days of the preceding month.

ARTICLE 29 – SEVERANCE PAY

29.01 Under the following circumstances an employee shall receive severance benefits calculated on the basis of the weekly rate of pay to which they are entitled for the classification prescribed in their certificate of appointment on the date of their termination of employment.

(a) **Lay-off**

- (i) On the first day of lay-off, two (2) weeks' pay for the first complete year of continuous employment and one (1) week's pay for each additional complete year

of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

- (ii) On second or subsequent lay-off, one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), less any period in respect of which the employee was granted severance pay under subparagraph (a) (i).

(b) Resignation

On resignation, subject to paragraph 27.01(c) and with ten (10) or more years of continuous employment, one-half (1/2) week's pay for each complete year of continuous employment up to a maximum of twenty-six (26) years with a maximum benefit of thirteen (13) week's pay.

(c) Retirement

- (i) On retirement, a severance payment in respect of the employee's complete period of continuous employment, comprised of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (365), to a maximum of thirty (30) week's pay.
- (ii) For the purpose of (i) retirement shall be deemed to be sixty (60) years or older or;
- (iii) Rule of 85- thirty (30) years of service and fifty-five (55) years of age shall be entitled to full retirement severance payment specified in (i).

(d) **Death**

If an employee dies, there shall be paid to the employee's estate a severance payment in respect of the employee's completed period of continuous employment, consisting of one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty five (356), to a maximum of thirty (30) week's pay, regardless of any other benefit payable.

(e) **Termination for Cause for Reason of Incapacity or Incompetence**

- (i) When an employee has completed more than one (1) year of continuous employment and ceases to be employed by reason of termination for cause for reasons of incapacity one week's pay for each complete year of continuous employment with a maximum benefit of twenty-eight (28) weeks.
- (ii) When an employee has completed more than ten (10) years of continuous employment and ceases to be employed by reason of termination for cause for reasons of incompetence, one (1) week's pay for each year of continuous employment with a maximum benefit of twenty-eight (28) weeks.

29.02 Severance benefits payable to an employee under this Article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 29.01 be pyramided.

ARTICLE 30 – PROTECTIVE CLOTHING

30.01 The Employer will provide protective clothing, where necessary, for the employee's use.

Winter Coats

The Employer is to provide winter coats, at no cost to the employee, when required to carry out their duties and replace them as and when necessary.

Footwear

The Employer is to provide, when required to carry out their duties, safety footwear and replace them as and when necessary, at no cost to the employee.

30.02 The Employer will supply uniforms, at no cost to the Superintendents. Where the uniforms are provided the employees shall wear them. It shall be the employee's responsibility to keep their uniform neat and clean at all times, and to return all uniforms in their possession at the time of termination.

30.03 Subject to Article 30.02, the Assistant Superintendent and the Superintendent will be provided with uniforms after completion of ninety (90) days of employment: 3 long sleeve shirts, 3 short sleeve shirts, 2 pants and on June 1 of every year, shall have the above noted quantities maintained. Boots and uniforms must be worn during working hours.

ARTICLE 31 – STAFF CHANGES

31.01 Whenever a vacancy of a permanent nature occurs within the bargaining unit, the Employer shall post in the place of employment, a notice setting forth details of such vacancy.

Employees applying for such vacancy shall make application to the Employer, in writing within two (2) working- days after the noted posting.

Applications will be considered on the basis of the applicant's skills, abilities, and qualifications and seniority shall be the governing factor should applicants be relatively equal in all other respects.

The Employer may fill the vacancy at its discretion should no applicants be considered suitable.

The Employer may fill the vacancy temporarily, pending the consideration of employee's applications.

31.02 Employees unable to perform their assigned duties, owing to age or infirmity, shall be given consideration, at the discretion of the Employer, for work within such employee's capabilities and qualifications.

ARTICLE 32 – LAY-OFF AND RECALL

32.01 The Employer will consider the requirements and efficiency of operations and the knowledge, training, skill and ability of the individual to perform the normal required work in determining which employee is to be laid-off or recalled from lay-off and where these are relatively equal, the employee with the greatest seniority will be the last to be laid-off and conversely the first to be recalled from lay-off.

32.02 When recalling an employee after lay-off, they shall be notified, by registered mail or telegram and any other reasonable method, and allowed seventy-two (72) hours to report for work, and in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the seventy-two (72) hour period as outlined. An employee to whom a registered letter or telegram is sent in accordance with this Article must contact the Building Co-Ordinator within seventy-two (72) hours of the notice of return to work if they wish the Employer to hold the job open for them the full seventy-two (72) hour period. It shall be the employee's responsibility to keep the Employer notified as to any change of their address or telephone number so that they will be up to date at all times.

32.03 The Employer shall notify employees who are to be laid-off ten (10) working-days prior to the effective date of lay-off, or award pay in lieu thereof, unless a greater period of notice is required by legislation, in which case such greater period of notice, or pay in lieu thereof, shall be given.

32.04 No new employees shall be hired until those laid-off have been given the opportunity of recall. Laid-off employees who wish to be notified of job vacancies, other than those to which they have recall rights, may signify their desire in writing prior to lay-off and shall be entitled to apply for such jobs. A copy of the employee's request shall be given to the employee and sent to the Union.

ARTICLE 33 – SEVERABILITY CLAUSE

33.01 (a) Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Provincial or Federal legislation, or by decision of the Ontario Labour Relations Board such invalidation of such part or provision of this Agreement shall not invalidate the remaining part of provisions thereof, provided, however, that upon such invalidation the parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts of provisions affected.

(b) The remaining parts or provisions shall remain in full force and effect.

ARTICLE 34 – EDUCATION

34.01 The employee may be entitled to thirty-six (36) hours per year with pay to attend professional meetings or for other directly job-related educational purposes. The employee shall inform the Staff Liaison Officer of his/her intention to take any such leave at least two (2) weeks prior to the leave's commencement and shall be entitled to the leave unless, in the view of the Staff Liaison Officer, the leave will seriously disrupt the functioning of the Employer. Education leave does not accumulate from year-to-year.

34.02 Payment of costs related to education including course fees, convention fees and expenses, and travel costs, shall be agreed to in advance of the conference. Such payment shall not be unreasonably withheld.

34.03 The Employer may direct the employee to take a course to upgrade job skills. Where the employee is so directed, the Employer shall pay one hundred percent (100%) of the tuition fees directly to the educational institution and shall reimburse the employee for any necessary books and other materials. The employee shall have leave with pay to attend such courses and such leave shall be in addition to the thirty-six (36) hours provided in 34.01.

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

(a) they must have been employed by the Employer for two (2) years prior to the commencement of the leave.

- (b) the timing and length of the leave must meet the approval of the Employer.
- (c) the employee has applied to the Employer at least three (3) months prior to the commencement of the leave.

The Employer will grant such leave at its discretion.

ARTICLE 35 – MILEAGE AND PARKING

35.01 Effective July 1, 2021, employees required by the Employer to use their own vehicle during working hours, shall be reimbursed using the Canada Revenue Agency's mileage allowance rates. Such reimbursement to be paid once a month from "petty cash".

35.02 A parking spot shall be provided at no cost for the Building Coordinator, Co-Op Coordinator, the Administrative Assistant and all other staff who do not live in the building.

ARTICLE 36 – MEAL ALLOWANCE

36.01 Every employee who is required to attend a meeting called by Management outside of their usual working hours shall be provided with a meal or reasonable allowance.

ARTICLE 37 – MISCELLANEOUS

37.01 No employee covered by this Collective Agreement, shall as a result of the same, receive suffer or incur any loss or reduction in wages or any other benefits or conditions or employment, monetary or otherwise.


ARTICLE 38 – DURATION

38.01 This Agreement shall continue in full force and effect from, July 1, 2024, up to and until, June 30, 2027, inclusive and thereafter shall be automatically renewed and remain in force from year-to-year from its expiration date unless, within the period of ninety (90) days before the Agreement ceases to operate, either party gives notice in writing to the other party of its desire to bargain with a view to the renewal with or without modifications of the Agreement.

On receipt of such notice, the parties to the Agreement shall convene a meeting within fifteen (15) days and bargain in good faith to endeavour to reach an agreement.

DATED at TORONTO, Ontario, this 21 day of NOVEMBER, 2024.

ON BEHALF OF THE EMPLOYER


Signature

GORDON HAWKINS
Print Name


Signature

Louise COPEEDG
Print Name

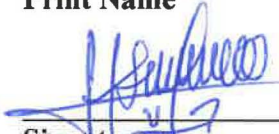
Signature

Print Name

ON BEHALF OF THE UNION


Signature

Andre F. da Silva
Print Name


Signature

Humberto Alferez
Print Name

Signature

Print Name

Bargaining Committee

"Karina Hyder"

APPENDIX "A"

BUILDING COORDINATORS' SCHEDULE

I – ANNUAL SALARY

Building Coordinators shall be paid the following annual salary:

BUILDING COORDINATOR	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$100,150.17	\$104,156.17	\$107,280.86
1 YEAR	\$101,967.78	\$106,046.49	\$109,227.88
2 YEARS	\$103,785.37	\$107,936.79	\$111,174.89
3 YEARS PLUS	\$105,602.98	\$109,827.10	\$113,121.92

II – HOURS OF WORK

The Building Co-Ordinator positions are conditioned at a forty (40) hour work week covering work requirements from Monday to Friday.

There will be one (1) paid fifteen (15) minute rest period for each half (½) shift worked. There will be one (1) hour lunch rest permitted daily without pay, as part of the shift.

Overtime

The Building Co-Ordinator shall be entitled to further compensation for all hours they are required to work beyond their regular scheduled hours per day or week.

Summer Hours

Subject to operational requirements summer hours will be implemented for the months of July and August. On a rotational basis the Co-Op Co-Ordinator, Administrative Assistant and Building Co-Ordinator shall work until noon on Fridays. Be it further understood that the hours not worked shall be unpaid. The scheduling of summer hours shall be at the discretion of the Board of Directors.

III – LIUNA PENSION

- (a) The Employer shall contribute and remit an amount equal to nine percent (9%) of each employee's hourly rate under Appendix A into the Labourers' Pension Fund of Central and Eastern Canada, the following amounts:

HOURLY PENSION FUND CONTRIBUTION PER EMPLOYEE			
BUILDING COORDINATOR	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$4.33	\$4.51	\$4.64
1 YEAR	\$4.41	\$4.59	\$4.73
2 YEARS	\$4.49	\$4.67	\$4.81
3 YEARS PLUS	\$4.57	\$4.75	\$4.89

APPENDIX "B"

RESIDENT SUPERINTENDENTS' SCHEDULE

I – ANNUAL SALARY

Resident Superintendents shall be paid the following annual salary:

RESIDENT SUPERINTENDENT	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$77,995.95	\$81,115.79	\$83,549.26
6 MONTHS	\$78,904.76	\$82,060.95	\$84,522.78
1 YEAR	\$79,813.57	\$83,006.11	\$85,496.29

Assistant Resident Superintendents shall be paid the following annual salary:

ASSISTANT RESIDENT SUPERINTENDENT	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$69,986.36	\$72,785.82	\$74,969.39
6 MONTHS	\$70,895.17	\$73,730.98	\$75,942.91
1 YEAR	\$71,803.97	\$74,676.13	\$76,916.41

II – HOURS OF WORK

The Superintendent positions are conditioned at a forty (40) hour work week covering work requirements from Monday to Sunday. The work schedules shall be those agreed to between the Building Co-Ordinator and Superintendents subject to the overall approval of the Employer.

There will be one (1) paid fifteen (15) minute rest period for each half (½) shift worked. There will be one (1) hour lunch rest permitted daily without pay, as part of the shift.

Overtime

The Superintendent Co-Ordinator shall be entitled to further compensation for all hours they are required to work beyond their regular scheduled hours per day or week.

All after hours call out emergencies that are attended to by the Superintendents are to be reported to the Building Co-ordinator on the following day. If the Superintendents have been

directed to work after their regular shift a minimum of one hour at the overtime rate will be paid. An emergency call out list will be provided by the Employer to each Superintendent.

III – COMMON CONDITIONS FOR NON-CLERICAL STAFF

The Resident Superintendents shall be provided with one shared cell phone for the purpose of carrying out their work-related duties.

Employees of the Employer who subsequently leaves due to retirement or disability shall be put on the top of the internal waiting list for a suite which meets their requirement. The employee will then be charged market rent and must be interviewed by the Co-Op's Members Selection Committee to obtain membership. The By-Laws, policies and procedures established by the City of Toronto will prevail pertaining to this issue.

IV – LIUNA PENSION

- (a) The Employer shall contribute and remit an amount equal to nine percent (9%) of each employee's hourly rate under Appendix B into the Labourers' Pension Fund of Central and Eastern Canada, the following amounts:

HOURLY PENSION FUND CONTRIBUTION PER EMPLOYEE			
RESIDENT SUPERINTENDENT	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$3.37	\$3.51	\$3.62
6 MONTHS	\$3.41	\$3.55	\$3.66
1 YEAR	\$3.45	\$3.59	\$3.70

HOURLY PENSION FUND CONTRIBUTION PER EMPLOYEE			
ASSISTANT RESIDENT SUPERINTENDENT	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$3.03	\$3.15	\$3.24
6 MONTHS	\$3.07	\$3.19	\$3.29
1 YEAR	\$3.11	\$3.23	\$3.33

APPENDIX "C"

CO-OP COORDINATORS AND ADMINISTRATIVE ASSISTANTS' SCHEDULE

I – ANNUAL SALARY

Co-op coordinators and Administrative Assistants shall be paid the following annual salary:

ADMINISTRATIVE ASSISTANT	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$64,828.00	\$67,421.12	\$69,443.75
6 MONTHS	\$65,736.79	\$68,366.27	\$70,417.25
1 YEAR	\$66,645.60	\$69,311.42	\$71,390.77

Co-Op Coordinators shall be paid the following annual salary:

CO-OP COORDINATOR	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$82,888.94	\$86,204.50	\$88,790.64
1 YEAR	\$84,100.68	\$87,464.71	\$90,088.65
2 YEARS	\$85,312.43	\$88,724.92	\$91,386.67
3 YEARS PLUS	\$86,524.17	\$89,985.14	\$92,684.69

II – HOURS OF WORK

The Co-Op Co-Ordinator and the Administrative Assistant positions are conditioned to a thirty-five (35) hour week covering work requirements from Monday to Friday. The work schedules shall be those agreed to between the Building Co-Ordinator and the Co-Op Co-Ordinator subject to the overall approval of the Employer.

There will be one (1) paid fifteen (15) minute rest period for each half (½) shift worked. There will be one (1) hour lunch rest permitted daily without pay, as part of the shift'

Overtime

The Co-Op Co-Ordinator and the Administrative Assistant shall be entitled to further compensation for all hours they are required to work beyond their regular scheduled hours per day or week.

Summer Hours

Subject to operational requirements summer hours will be implemented for the months of July and August. On a rotational basis the Co-Op Co-Ordinator, Administrative Assistant and Building Co-Ordinator shall work until noon on Fridays. Be it further understood that the hours not worked shall be unpaid. The scheduling of summer hours shall be at the discretion of the Board of Directors.

III – LIUNA PENSION

- (a) The Employer shall contribute and remit an amount equal to nine percent (9%) of each employee's hourly rate under **Appendix C** into the Labourers' Pension Fund of Central and Eastern Canada, the following amounts:

HOURLY PENSION FUND CONTRIBUTION PER EMPLOYEE			
ADMINISTRATIVE ASSISTANT	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$3.21	\$3.33	\$3.43
6 MONTHS	\$3.25	\$3.38	\$3.48
ONE YEAR	\$3.30	\$3.43	\$3.53

HOURLY PENSION FUND CONTRIBUTION PER EMPLOYEE			
CO-OP COORDINATOR	JULY 1 2024	JULY 1 2025	JULY 1 2026
START	\$4.10	\$4.26	\$4.39
1 YEAR	\$4.16	\$4.33	\$4.45
2 YEARS	\$4.22	\$4.39	\$4.52
3 YEARS PLUS	\$4.28	\$4.45	\$4.58

LETTER OF UNDERSTANDING NO.1

BETWEEN:

DUNCAN MILLS LABOURERS' LOCAL 183 CO-OPERATIVE HOMES INC.

(hereinafter called the "Employer")

-and-

LIUNA LOCAL 183

(hereinafter called the "Union")

Re: LiUNA Pension

1. During this round of bargaining, it was decided that the RRSP (Registered Retirement Savings Plan) / Tax-Free Savings Account (TFSA), contributions (Article 26) would be phased out in favor of an actual pension plan. Commencing July 1, 2024, any new hires will be automatically enrolled in the LiUNA Pension as outlined in the various appendices of the contract.
2. Existing members will have an opportunity to enroll in the LiUNA Pension, subject to ~~board~~ approval or continue with their RRSP or TFSA contributions. The members listed below may express their interest in writing in participating in the LiUNA Pension Plan to the Board.
Board of Directors LC
- Anthony Brushett
- Wilma Howard
- John Sean McCann
- Jose Figueroa
- Karina Hyder
3. The Employer will not be required to contribute to both the RRSP / TFSA and the LiUNA Pension. The members listed in paragraph 2 must choose one option.

DATED AT: TORONTO, ONTARIO, THIS 23 DAY OF July 2024.

For the Employer:

GORDON HAWKINS
PRESIDENT
Signature

LOUISE COPELOP
VICE President
Signature

Signature

For the Union:

Andre F. Desjardins
Signature

Signature

Signature

LC