

This agreement reflects the tentative agreement entered into by the parties on June 22, 2016 and ratified by C.U.P.E. Local 5167 and the City of Hamilton Council on July 7, 2016 and August 12, 2016 respectively.

MEMORANDUM OF AGREEMENT

BETWEEN:

**CUPE - LOCAL 5167
(THE UNION)**

and

**THE CITY OF HAMILTON
(THE EMPLOYER)**

Re: CityHousing Hamilton Building Superintendents

Whereas CityHousing Building Superintendents were certified as a bargaining unit by the Ontario Labour Relations Board on August 10, 2015; and

Whereas the nature of the position is unique, is inclusive of the provision of lodging and Employees are subject to exemptions under the Employment Standards Act; and

Whereas the work done by CityHousing Superintendents is currently also performed by other members of CUPE 5167 bargaining unit, non-union employees and outside contractors; therefore

The parties agree that CityHousing Superintendents shall be covered by the terms of this collective agreement save and except the following:

Article 5 – Standard Hours of Work

5.2 shall be replaced with the following:

5.2.1

- a) The daily hours for each classification shall be as specified in Schedule "A", and it is understood that the hours for a classification may be altered to address specific operational considerations that may arise.
- b) The standard hours of work described in this Article are not to be construed as a guarantee of any minimum or as a restriction of any maximum number of hours worked.

5.2.2 On-call requirements

- a) The Employee is required to be on call on a rotational basis every other week during the evenings and weekends. An employee on vacation or on an approved leave will not be subject to the on call requirement.

- b) It is agreed that on-call employees will be expected to work up to a maximum of thirteen (13) hours per week outside of normal working hours. It is agreed that calls from the Employer, or an Employer designated third party, will be considered a minimum of thirty (30) minutes.
- c) In the event that a Building Superintendent is authorized by the Employer, to perform work beyond the maximum of thirteen (13) hours described in 5.2.2 b), that Building Superintendent will be compensated at time and one half (1.5) for all additional hours worked.
- d) It is recognized that there may be urgent or exceptional circumstances that require an employee to leave their site while on call. In such circumstances, the Employee shall remain within fifteen (15) minutes of their site and able to return without delay.
- e) Building Superintendents shall be on call to cover emergencies on a regularly scheduled basis in their regular work location and when called, shall work as necessary to facilitate or correct the emergent situation.

5.2.3 Unscheduled On-call (outside normal on call rotation)

- a) In the event, a Building Superintendent is required to be on call during the evening and/or weekend, not on their normal rotation (as identified in 5.2.2 a), the Building Superintendent shall be compensated for being on-call; one (1) hour of pay at their standard hourly rate for each weekday night, and three (3) hours of pay at their standard hourly rate for each day on a weekend.
- b) Employees will be compensated at time and one half (1.5) for each hour the Employer has authorized them to perform work during such on call period.
- c) If the Employer assigns an on-call Employee to work at a site other than the site they reside at, it is agreed that the time worked will include travel to and from the site.

Article 6 – Overtime/Call Out/Stand By

Excluded and addressed in Article 5

Article 7 – Annual Vacation

Article 7 is replaced with the following language:

7.1 The following applies to Building Superintendents:

- (i) Two (2) weeks paid vacation annually starting January 1, 2017.
- (ii) After six (6) years of service, paid vacation shall increase to three (3) weeks with pay.
- (iii) Notwithstanding the schedules of vacation leave noted in Article 7.1, an Employee, who has been granted and taken vacation leave and terminates their employment

with the Employer shall have the unearned portion of vacation leave deducted from their termination pay as per Article 8.

- 7.2** An Employee's vacation period and pay shall be based on their standard work week and their standard rate of pay but shall not include any shift premiums, overtime, or other increments.
- 7.3** Pay for a week's vacation with pay for salaried Employees shall be the Employee's basic salary per week on a weekly basis but shall not include any shift premiums, overtime, or other increments.
- 7.4** The vacation period shall commence from and include January 1st and continue to and include December 31st of the same year. All Employees are expected and encouraged to take their vacation during the current year. However, it is understood that special circumstances may develop which would make it desirable for an Employee to carry over up to one year's vacation entitlement to the immediately following year. Requests to carry over vacation must be submitted in writing no later than September 1st in any year and will be subject to the approval of the Department Head concerned.
- 7.5** When a Statutory Holiday falls on a day of the scheduled vacation, an Employee shall be entitled to an additional day of vacation. The additional day or days to be granted at a time that shall not interfere with the efficient operation of the Employer's business or disrupt the vacation period as scheduled for other Employees.
- 7.6** Employees shall, when practicable, be granted the vacation period preferred by the Employee. Preference in choice of vacation dates shall be given to senior Employees within a reporting location as applicable provided that the efficiency of operations of the Employer is not unduly interrupted thereby.

Vacation requests for the next calendar year shall be submitted by October 15th of the preceding calendar year. The Employer shall post the next calendar year's vacation allotment no later than November 15th. Vacation time that becomes available after November 15th shall be offered to Employees in seniority order within the reporting location.

An Employee may utilize up to seven (7) days' vacation entitlement, one day at a time, subject to the operational requirements of the individual department. The number of days to be utilized in this fashion may be extended by mutual consent.

This decision will not be made in an arbitrary manner.

- 7.7** Where an Employee is on vacation and is entitled to bereavement leave under the terms of Article 11.2, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated at a later date at the Employee's option.
- 7.8** An Employee's scheduled vacation commences at the regular start time and ends at the conclusion of the regular scheduled hours for each block of vacation time taken.

Article 8 – Vacation Pay on Retirement or on Separation from Service

**Implementation of change from percent in lieu to paid weeks shall start January 1st, 2017.*

The provisions of Article 8 apply, however the values in 8.1 shall be replaced as follows:

<u>Vacation Qualification</u>	<u>Vacation Pay</u>
3 weeks	6%
2 weeks	4%

Article 8.2 is replaced with the following language:

- 8.2** Separation vacation entitlements, as set out in Column II, shall be calculated on the basis of the following, subject to clause 7.1 (iii):
- (a) Vacation pay on separation shall be the relevant percentage for the period between January 1st of the separation year and the date the Employee actually separates from employment with the Employer. Any vacation that an employee has taken, but not earned, prior to separation, will be recovered on the final pay cheque.

Article 9 – Statutory Holidays

Article 9 will be replaced with the following:

- 9.1** The Parties agree to the following Statutory Holidays:
- New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, Boxing Day and such other holidays except Remembrance Day as may be proclaimed or declared by law and recognized by the Employer.
- 9.2** Employees shall not have their pay reduced for weeks where statutory holidays occur.
- 9.3** Employees shall not be entitled to any additional pay for work performed on a statutory holiday that occurs during their on-call week, unless they have exceeded the hours identified in Article 5.2 (e).
- 9.4** In the event the Employer requests a Building Superintendent to work on a Statutory or Proclaimed Holiday that occurs on a week outside of their normal on-call rotation, they shall be compensated at time and one half (1.5) for all hours worked.

Article 10 – Sick Leave, Pension, and Group Medical and Hospitalization Plans

The provisions of Article 10 shall only apply for the provision of Extended Health/Medical, Dental Care and OMERS.

For further clarification, this shall in no way be deemed to confer entitlement to Short Term Disability, Long Term Disability, Accidental Death and Dismemberment, and Death Benefits.

Article 12 – Job Description & Evaluation
&
Appendix “A” – Job Evaluation Manual of Procedures

In recognition of the fact that compensation for this group of employees is inclusive of the provision of lodging, the provisions of Article 12 and Appendix “A” of the Collective Agreement do not apply. Changes to the rate reflected in this Letter will be the subject of successive rounds of negotiations.

Article 13 – Promotion and Reduction of Staff

The provisions of Article 13 apply with the following exceptions:

The following language is added to Article 13.6:

An Employee shall have the option to remain in their Housing unit for the duration of the Trial Period. Should an Employee elect such option, they shall be responsible for the payment of market rent for that unit for the duration of the Trial Period.

The following language is added to Article 13.7:

Notwithstanding the current wage rate for Employees, and in recognition of the compensation including the provision of lodging, the Parties agree that in the event of a lay-off any CityHousing Superintendents shall be able to exercise bumping rights from Salary Grade H.

The following language is added to Article 13:

In cases where an Employee is the successful applicant to a temporary position elsewhere in the bargaining unit the parties agree that at the conclusion of the Trial Period laid out in 13.6, the Employee’s home position shall be declared redundant. In such cases, the Employee shall be laid off in accordance with Article 13.7.

The parties agree that there will be no layoff of Building Superintendents for twelve (12) months from the date of ratification of this letter.

The parties agree that the eventual layoff of Building Superintendents may result in the assignment of their duties to outside contractors and/or other positions that are not in this bargaining unit. Such assignment of their duties shall not be a violation of the collective agreement.

Article 14 – Seniority

The following is to be added to Article 14:

Existing employees shall have their seniority calculated based on the calculation in 14.1 for all time worked in the classification. Those employees shall then be dove-tailed into the existing seniority list.

Article 19 – Location Stewards

The provisions of Article 19 apply, except that the parties agree that stewards representing CityHousing Superintendents will not be elected or appointed by location. There shall be up to two (2) stewards elected or appointed by the Union.

Article 20 – Salary Plan – Schedule “A”

The provisions of Article 20 apply with the following wage scale:

Effective August 10, 2015 a general wage increase of 1.5% for all classifications.
Effective January 1, 2016 a general wage increase of 2% for all classifications.
Effective January 1, 2017 a general wage increase of 2% for all classifications.
Effective January 1, 2018 a general wage increase of 2% for all classifications.

Schedule “A” is based on a 35 hour work week.

Schedule “A”

Building Superintendent		10-Aug-15	01-Jan-16	01-Jan-17	01-Jan-18
	Current	1.50%	2.00%	2.00%	2.00%
Step 1	\$14.567	\$14.786	\$15.081	\$15.383	\$15.690
Step 2	\$15.567	\$15.801	\$16.117	\$16.439	\$16.768
Step 3	\$17.000	\$17.255	\$17.600	\$17.952	\$18.311

Article 22 – Contracting Out

Article 22 is excluded

Article 23 – Shift Differential

23.1, 23.2, 23.3 and 23.6 do not apply.

Article 24 – Protective Clothing

The following to be added as 24.3 (i):

- (i) Building Superintendents shall be issued the following within 30 days of hire;
 - (i) 6 shirts (t-shirts or golf shirts at the Employee’s option) the parties also agree that 2 of such shirts can be substituted for sweaters.
 - (ii) 6 pairs of pants
 - (iii) 1 parka
 - (iv) rain jacket and rain pants
 - (v) 1 toque
 - (vi) 1 pair of winter mitts

Article 28 – Transfers

Article 28 shall not apply, but instead be replaced with the following:

28.1 Except for safety reasons an Employee shall not be transferred more than once in any twelve (12) month period.

Employer Initiated

28.2 Where the need arises to transfer Employees from one location to another, the Employer shall respect the seniority of the affected Employees within the classification-

The Employer shall provide the Union's Executive Administrator with the name(s) of any transferred employee(s) and the effective date(s) of transfer.

28.3 In any Employer initiated transfer, the cost of moving shall be borne by the Employer up to \$500.00 upon submissions of receipts.

28.4 The Employee shall be provided one (1) day with pay for the purposes of moving.

Employee Initiated

28.5 An Employee may request in writing to the Manager of Operations a transfer from one location to another. Transfer requests may be based on location or on size. Priority for such transfers shall be considered in the order in which they were received

Transfer requests will maintain their original submission date, but must be renewed annually prior to January 31st. Failure to renew a transfer shall result in the request being deemed to have been abandoned.

28.6 In any Employee initiated transfer the cost of moving shall be borne by the Employee

Article 30 Health and Welfare

30.2 and 30.3 do not apply

Letters of Understanding

The following Letters of Understanding are excluded:

**Contracting Out
Extra Hours of Work Agreement**

Appendices

The following Appendices are excluded:

**Appendix "A" – Job Evaluation Manual of Procedures
Appendix "C" – Income Protection Plan
Appendix "C1" – STD Claim Form**

Appendix “D” – Life Insurance

The following Appendix applies, subject to the limitations in Article 10 of this Agreement:

Appendix “E” – Summary of Benefits

Housing

The following language is added specifically for Employees covered by this Agreement.


1. The position of Building Superintendent requires the Employee to live on-site in the residential accommodation provided by the Employer. However, the Employee may be assigned to work at other CityHousing Hamilton properties, as determined by the Employer.
2. The Employer will provide the Employee with residential accommodation including heat, hydro, water and monthly phone allowance.
3. The value of the residential accommodation will be set in accordance with Income Tax Regulations subject to Revenue Canada Legislation and the Employer will issue an annual T4 slip based on that amount.
4. The Employee is only covered by Workplace Safety and Insurance Board while performing the tasks and duties set out in their job description.
5. As outlined under the Residential Tenancies Act section 93 (1), (2) and (3) if employment is terminated the employee shall vacate the residence as outlined below:

93. (1) If a landlord has entered into a tenancy agreement with respect to a superintendent's premises, unless otherwise agreed, the tenancy terminates on the day on which the employment of the tenant is terminated. 2006, c.17, s.93 (1)
(2) A tenant shall vacate a superintendent's premises within one week after his or her tenancy is terminated. 2006, c.17, s.93 (2)
(3) A landlord shall not charge a tenant rent or compensation or receive rent or compensation from a tenant with respect to the one-week period mentioned in subsection (2). 2006, c.17, s. 93 (3).

Signed at Hamilton, Ontario, this 1st day of September, 2016.

For the Employer

For the Union



M. S. Dini

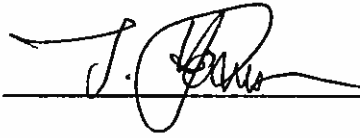
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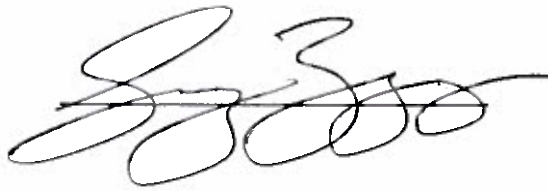
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