

COLLECTIVE AGREEMENT

B E T W E E N:

METCAP LIVING MANAGEMENT INC.
(hereinafter called the "Employer")

- and -

L.I.U.N.A. LOCAL 183
(hereinafter called the "Union")

WHEREAS the Employer and the Union wish to enter into a common Collective Agreement with respect to their employees ("employees"), who are engaged in work normally performed by Apartment Superintendents, Maintenance Employees, General Handymen, Janitors and/or Cleaning Staff, and to provide for and ensure uniform interpretation and application in the administration of this Collective Agreement;

AND WHEREAS the Employer recognizes the Union as the sole bargaining agent for the employees covered by this Collective Agreement;

IT IS AGREED AS FOLLOWS:

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for the employees employed to perform work normally performed by Resident Building Superintendents, Maintenance Employees, General Handymen, Janitorial and/or Cleaning Staff, at 516, 520, 530, 540, 546, 552, 559 The West Mall, and 607, 609, 611, 613, 615, 617, 635 The East Mall and 445 Rathburn Road, all in the City of Toronto, Province of Ontario, save and except Property and Management Managers, persons above the rank of Property and Maintenance Managers, office and clerical staff.

ARTICLE 2 - UNION SECURITY

- 2.01 The Regular monthly Union 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 1 of this Agreement.
- 2.02 The monthly Union dues shall be equivalent to one point eight percent (1.8%) of each employee's gross monthly earnings and the Employers 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.
- 2.03 The Employer shall, when forwarding such dues, provide a list for the Secretary/Treasurer of the Union, listing names and corresponding Social Insurance Numbers of the employees from whose pay such deductions have been made.
- 2.04 The Union shall indemnify the Employers or Employers' Association from any claim which may arise from deductions made pursuant to this ARTICLE.
- 2.05 No employee covered by this Agreement shall be laid-off, reclassified or suffer a monetary loss as a result of the contracting-out of work.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer shall have the exclusive functioning option to conduct their businesses, in all respects, in accordance with their commitments and responsibilities, including the right to:
- (a) manage, locate, extend, schedule, curtail or cease maintenance operations;
 - (b) determine the number of workers required for any or all operations; judge the qualifications of employees; determine and evaluate the content and function of all jobs and classifications; revise work

assignments at any time and maintain an efficient mobile work force with diverse skills;

- (c) determine the types and placement of machines, tools, materials and equipment; and to introduce new or improved systems and equipment;
- (d) hire, classify, promote, transfer and lay-off employees and to discharge, demote and suspend employees, provided that a claim by an employee that he has been classified, transferred, laid-off, discharged, demoted, suspended or unjustly treated shall be subject to the provisions of the GRIEVANCE PROCEDURE and ARBITRATION as set out in ARTICLES 4 and 5 of this Agreement;
- (e) establish, revise from time-to-time, and enforce, reasonable rules of conduct and procedure for its employees, maintain order, discipline and efficiency;

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions and intent of this Agreement.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 The immediate attention to complaints and grievances is of the utmost importance. Properly constituted grievances may be processed through the following procedures:

Step No. 1 Within ten (10) working-days after the alleged grievance incident, the aggrieved shall present the grievance to his designated Property Manager either in writing or orally. The Property Manager shall schedule the time and place for the discussion within three (3) working-days of the receipt of the grievance. The Property Manager

shall give his response within seven (7) working-days following the meeting. Should no settlement be determined, the Union may proceed to the next step of the GRIEVANCE PROCEDURE within five (5) working-days from the date of the response from the Property Manager.

Step No. 2 The aggrieved, through an authorized Union Representative, may submit the grievance to an authorized agent of the Employer, in writing, and the responsible parties shall meet within five (5) working-days following. Should no settlement satisfactory to the aggrieved be determined within five (5) working-days following, the grievance may be submitted to ARBITRATION within ten (10) working-days following, as provided in ARTICLE 5 - ARBITRATION.

4.02 Grievances pertaining to alleged violation of hours-of-work, rates-of-pay, overtime, vacation with pay and other monetary items, may be submitted within three (3) months of such alleged grievance incident.

Satisfactory judgement of such grievances may be retroactive from the first day of the grievance incident.

4.03 Employees with less than three (3) months service (probationary employees) may submit grievances pertaining only to alleged violations of monetary matters.

4.04 It is herein agreed that immediately upon expiry of any of the time periods allowed in any of the Steps of the procedure and with no action being taken, the grievance is considered abandoned.

ARTICLE 5 - ARBITRATION

5.01 Any properly constituted grievance concerning the interpretation, application, administration or alleged violation of this Agreement, which has been properly

processed through all the Steps of ARTICLE 4, but has not been satisfactorily settled, may be referred to arbitration, in which event both the Employers' Association and the particular Employer involved in this grievance, shall be given notice of the referral to arbitration.

- 5.02 Within thirty (30) calendar days of date of receipt of a request for arbitration, the parties shall endeavour to agree on the name of an Arbitrator. If agreement is not 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.
- 5.03 The Arbitrator shall, upon receiving a Notice to Arbitrate, arrange a hearing at the earliest date. All concerned parties shall be given a minimum of eight (8) full-days notice.
- 5.04 The Arbitrator shall, after hearing all of the evidence and submissions from all parties concerned, submit a final and binding decision in writing.
- 5.05 The Arbitrator shall be provided with written records containing the detail of the grievance, the section or sections of the Agreement which are alleged to have been violated and the requested remedy, none of which is subject to change.
- 5.06 The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement; or to substitute any new provisions for any existing provisions, nor to render any decision inconsistent with the terms and provisions of the Agreement.
- 5.07 Statutory Holidays and Sundays shall be excluded from the times provided for the various Steps. Time limits may be adjusted by agreement of the parties concerned.
- 5.08 The Union and the Employer shall equally share any expenses of the Arbitrator.

ARTICLE 6 - EMPLOYERS' GRIEVANCES AND UNION GRIEVANCES

6.01 The Employer may submit a grievance to the Union in a manner similar to the procedure in ARTICLE 4 - GRIEVANCE PROCEDURE.

Should no settlement, satisfactory to the parties concerned, be determined, such grievance may be submitted to Arbitration in a manner similar to the procedure defined in ARTICLE 5 - ARBITRATION.

6.02 A Union grievance which is defined as an alleged violation of the Agreement, involving all or a substantial number of employees in the bargaining unit, in regard to which a substantial number of employees have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward at any time in accordance with ARTICLE 4 - GRIEVANCE PROCEDURE and, if it is not settled, it may be referred to an Arbitrator in a manner similar to the procedure outlined in ARTICLE 5 - ARBITRATION.

**ARTICLE 7 - APPENDICES OF WAGE RATES, HOURS-OF-WORK
AND SPECIFIC WORKING CONDITIONS**

7.01 Attached to this Agreement are appendices which specifically set forth and define hourly rates, salaries, hours-of-work, job classifications, job descriptions and working conditions, all of which are an integral part of this Agreement.

ARTICLE 8 - UNION REPRESENTATION

8.01 Shop Stewards may be appointed as follows:

- (a) One (1) Shop Steward may be appointed for the building.

The Union shall submit to the Employer in writing the name of the Shop Steward that has been appointed.

Shop Stewards shall, in their specific Job Classification, be the employees retained the longest in their respective building, provided that the Steward has the skill and ability to do the work which is required.

8.02 The Shop Steward shall perform the required duties of an employee of the Employer and Union business shall not be conducted during regular working-hours without express permission from an authorized agent of the Employer, and such permission shall not be unreasonably withheld.

8.03 A Union Business Agent shall be required to advise the Employer's authorized agent of an intended visit and shall provide Union identification after which the Employer's authorized agent shall grant to the Union Business Agent access to any of the subject buildings or complexes of buildings as the case may be. The Union Business Agent shall not interfere with the progress of work during such visit.

8.04 A Steward will be present at all times while the Employer is disciplining any employee provided there is a Steward on site and the Steward is available.

ARTICLE 9 - PRODUCTIVITY AND NO STRIKES OR LOCK-OUTS

9.01 The Union and the Employer recognize the reciprocal value of improving, by all proper and reasonable means, the productivity of the individual employees, and undertake jointly and severally to promote and encourage such improved productivity.

9.02 The Union, during the term of this Agreement, shall not cause picketing or strikes, and each Employer, during the term of this Agreement, shall not cause a lock-out of its employees.

ARTICLE 10 - SENIORITY

10.01 Seniority is defined as the duration of an employee's service with his or her present Employer, from the date the employee starts to work, and qualifications being equal, shall be the determining factor governing order of lay-off and/or recall.

10.02 Seniority shall operate on a basis of Job Classification and within the Employer's specific building.

10.03 All new employees shall be considered probationary for the first ninety (90) calendar days of employment, during which time such employees shall have no seniority rights.

Any days the probationary employee is scheduled to work and does not work during the probationary period, shall be added to the probationary period.

10.04 Seniority shall be retroactive to the first day of employment after the probationary period is completed.

10.05 Seniority of employees, who have been laid-off and subsequently rehired, shall be determined by the actual net time on the Employer's payroll, and subject to all of the conditions of ARTICLE 10 - SENIORITY.

10.06 Any employee who has been off the payroll for a continuous period of twelve (12) months or more shall lose all previously established seniority rights, and if subsequently rehired, shall be considered a new employee.

10.07 Authorized leave of absence, sickness and recognized holiday periods shall not be deducted from an employee's length of service.

10.08 Seniority shall be discontinued and employment terminated if an employee:

- (a) Voluntarily resigns.
- (b) Is discharged for reasonable cause and is not reinstated through the GRIEVANCE PROCEDURE and ARBITRATION PROCEDURE.
- (c) Is absent from work for three (3) consecutive working-days without proper notice to the Employer; and does not, subsequently, provide a reason acceptable to the Employer.

- (d) Fails to report to work within five (5) working-days after recall by the Employer.
- (e) Fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Company is given for failure to return to work as scheduled. The onus of providing proof is with the employee.
- (f) Utilizes an absence for purposes other than those for which the leave was granted.

ARTICLE 11 - BEREAVEMENT LEAVE

- 11.01 Bereavement Leave of three (3) days with pay shall be granted by the Employer to an employee subsequent to the death of a parent, spouse, child, brother, sister or parent-in-law. The Employer may request acceptable proof to substantiate the employee's claim.
- 11.02 The Employer may, at its discretion, grant to an employee, a further period of Leave without pay.

ARTICLE 12 - STATUTORY HOLIDAYS

- 12.01 The following Statutory Holidays shall be recognized:

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

* Floating Holiday, to be taken with thirty (30) days' notice or added to the employee's annual vacation.

12.02 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.

12.03 An employee required by an Employer to work any of the above-noted Statutory Holidays shall be paid as follows:

- (a) **Salaried employee**: at the rate of one and one-half (1½) times the employee's regular daily wage;

in addition to receiving the specifically defined holiday pay, if qualified as per ARTICLE 12.02.

ARTICLE 13 - VACATION PAY

13.01 Vacation Pay shall be predicated on the length of employment with his or her present Employer, in accordance with the following:

- (a) Employees with less than one (1) year's employment shall receive Vacation Pay equal to four percent (4%) of their total gross wages earned.
- (b) Salaried employees with one (1) year or more, but less than four (4) years employment, shall receive Vacation Pay equal to two and one-half (2½) weeks' salary.
- (c) Salaried employees with four (4) years employment, but less than eight (8) years employment, shall receive Vacation Pay equal to three (3) week's salary.

(d) Salaried employees with eight (8) years or more employment shall receive Vacation Pay equal to four (4) weeks' salary.

13.02 Vacation periods shall be scheduled by mutual consent of the Employer and employees.

13.03 Vacation periods are limited to a maximum of five (5) weeks per calendar year.

13.04 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). Management shall review the request and give its decision in a timely fashion.

13.05 (a) A salaried employee's Vacation Pay shall be paid on the pay day immediately preceding the date of commencement of the salaried employee's vacation unless the said vacation is to commence at a time other than during the balance of the week following the pay day in which event the Vacation Pay shall be paid in the next pay day following the employee's return to work after his vacation.

ARTICLE 14 - BENEFITS AND PENSION

14.01 The Employer shall contribute to Local 183 Industrial Benefit Trust Fund as follows:

Effective December 1, 2013 – two hundred and four dollars and zero cents
(\$204.00)

Effective April 29, 2016 – two hundred and nine dollars and zero cents (\$209.00)
per employee per month.

Which includes a twenty dollars (\$20.00)/month employee contribution.

The Local 183 Industrial Benefit Trust Fund shall be jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing

weekly indemnity, life insurance, major medical, dental plan, dependent life insurance, accidental death and dismemberment for the employees covered by this Agreement represented by Universal Workers Union, L.I.U.N.A., Local 183.

14.02 The Employer shall contribute to the Labourers' Pension Fund of Central and Eastern Canada as follows:

- i) One dollar and forty eight cents (\$1.48) per employee per hour * effective May 1, 2015;

* **N.B.** This is to be flat contribution of 150 hours per employee per month.

- (a) New hires after the date of Ratification shall be eligible for pension contributions following six (6) months of service.
- (b) Contribution shall be made for the month of recall of recalled employees.

14.03 The Employer shall remit the contributions referred to in ARTICLE 14.02 no later than the fifteenth (15th) day of the month following the month for which the contributions were made.

14.04 Should an employee, with eighteen (18) months of service or more, be absent from work due to a non-work related illness or accident, the Employer shall continue to remit premium payments to a maximum of five (5) months on behalf of said employee.

ARTICLE 15 - PAYMENT OF WAGES

15.01 Wages shall be paid by cheque or direct deposit to each employee. The Employer shall provide with the wages a statement which defines hours worked, overtime hours, hourly rate (where applicable), deductions for Income Tax, Employment Insurance and Canada Pension. Employees shall be paid weekly, bi-weekly or

semi-monthly, whatever the Employer's present practice may be. If an Employer intends to change the payroll system, two (2) months' notice will be given prior to implementation.

15.02 In the event of an intended lay-off, the affected employee shall receive notice in accordance with the *Employment Standards Act*, with the exception of Resident Superintendents as defined in ARTICLE 1, who shall receive a minimum of fifteen (15) calendar days' notice.

15.03 The Employer shall, within seventy-two (72) hours after discharging an employee, send by registered mail, to the said employee's last known address on file, all outstanding documentation, including: Record of Employment and all benefits, including: Vacation Pay, Statutory Holiday remunerations and accumulated pay.

15.04 The Employer shall, no later than the next regular pay following an employee's voluntary terminated employment, send by mail, to the employee's last known address on file, the said employee's pay cheque.

ARTICLE 16 - JURY SERVICE

16.01 Employees who are called to serve as Jurors shall be granted leaves of absence and paid regular wages less pay received for jury duty.

16.02 Each employee serving such jury duty shall be required to provide to the Employer satisfactory proof of such duty being served.

ARTICLE 17 - PROTECTIVE CLOTHING

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

17.02 The Employer will supply uniforms, at no cost to the employees in the bargaining unit. Where uniforms are provided the employees shall wear them provided they are properly fitted.

17.03 The Employer shall contribute one hundred and fifty dollars (\$150.00) per contract year, effective December 1/10, to each employee who has twelve (12) months service or more, who is required by the Employer to wear approved safety footwear. The employee shall provide the Employer with a receipt of purchase prior to reimbursement. The wearing of the safety footwear shall be a condition of employment.

ARTICLE 18 - STAFF CHANGES

18.01 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 employees' applications. The Employer may consider any applicant ineligible should such applicant have successfully applied under similar procedure, within the six (6) months preceding the date of posting.

ARTICLE 19 - LUNCH AND REST PERIODS

19.01 There shall be one (1) paid ten (10) minute rest period for each half (½) shift worked.

19.02 There shall be one-half (½) hour unpaid lunch period permitted daily.

ARTICLE 20 - LAY-OFF AND RECALL

20.01 In the event of a lay-off within a classification, employees within the classification shall be laid-off in the reverse order of their seniority within the classification.

20.02 The Employer shall notify employees who are to be laid-off five (5) working-days prior to the effective day 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.

20.03 In the event of a recall to a classification, employees who have been laid-off from that classification shall be recalled in the order of their seniority within the classification provided they have the ability to perform the job following a trial or training period. The Employer shall give notice of recall by registered mail to the last recorded address of the employee. The employee shall keep the Employer and the Union advised at all times of his current address and phone number. The employee shall return to work within five (5) working-days from the time that he receives notice of recall unless, on reasonable grounds, he is unable to do so.

20.04 Laid-off employees who wish to be notified of job vacancies in a classification other than the classification from which they were laid-off and to which they would otherwise have no recall right, 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 Employer and shall be sent to the Union.

20.05 No new employee shall be hired in a classification until the opportunity of recall has been given to those employees to whom ARTICLE 20.03 applies and has, secondly, been given to employees to whom ARTICLE 20.04 applies.

20.06 Stewards shall be the last persons laid-off and the first persons recalled provided the said Stewards shall have the skill and ability to perform the work that is available.

ARTICLE 21 - HEALTH AND SAFETY

21.01 The Employer shall make provisions for the occupational health and safety of its employees. The Employer agrees to abide by the laws established in the Province of Ontario with respect to Occupational Health and Safety.

ARTICLE 22 - MISCELLANEOUS


22.01 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 of employment, monetary or otherwise.


22.02 The Employer bound by this Collective Agreement shall not be required to continue to provide benefits which duplicate any of those benefits provided for and required to be given by this Collective Agreement.

ARTICLE 23 - DURATION OF AGREEMENT

23.01 This Agreement shall continue in full force and effect from December 1st, 2014 up to and until April 30, 2016 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 a renewal with or without modifications of the Agreement. On receipt of such notice the parties to the Agreement shall convene a meeting with fifteen (15) days and bargain in good faith to endeavour to reach an Agreement.

DATED at Toronto, Ontario, this 14 day of May, 2015
FOR THE EMPLOYER FOR THE UNION





APPENDIX "A"

Within thirty (30) days of the ratification of this MOA, all bargaining unit employees shall be paid a lump sum amount equivalent to one percent (1%) regular earnings on an annualized basis for a period from January 1, 2014 up to and including March 31, 2015. For clarity, the payment is restricted to regular earnings and does not include premiums, allowances, or bonuses of any kind. Such payment shall be subjected to statutory withholdings and shall be paid by separate cheque.

I. RESIDENT SUPERINTENDENT'S (COUPLE) YEARLY PAY SCHEDULE

Dec.1/13

\$51,931.00

ASSISTANT SUPERINTENDENT'S YEARLY PAY SCHEDULE

Dec.1/13

\$29,704.00

- * The rates of employees with four (4) years' service of more with his or her Employer may be increased up to an additional forty dollars (\$40.00) per month for merit, as determined by the Employer.

II. RESIDENT AND ASSISTANT SUPERINTENDENT

The work-week shall be from Sunday to Saturday, with the Resident and Assistant Superintendent getting four (4) days-off from 8:00 a.m. to 7:59 a.m. the next morning, in a two (2) week period. The scheduling of days-off shall be by mutual agreement between the Employer and the employee.

On-Call duties - as per present practice.

The above are minimum allowances for time-off which shall not prevent other arrangements to be made between the Resident and Assistant Superintendent and the Employer.

If a Resident and Assistant Superintendent is called-in to work during his scheduled days-off he shall receive pay at one and one-half (1½) times for direct hours worked or time-off in lieu of payment.

The Employer will undertake a program to familiarize tenants in the building with the rules and regulations pertaining to the working conditions of the Resident Superintendent.

Determination of the work schedule shall be in the absolute discretion of the Employer.

The Employer will attempt to familiarize owners in the Employer's premises of the work schedule.

III. COMMON CONDITIONS FOR ALL RESIDENT AND ASSISTANT SUPERINTENDENTS

1. The current living accommodations shall be provided without direct charge; however, subject to the provisions of *The Income Tax Act*, as it relates to taxable benefits; and is included exclusively as part remuneration for the position of Resident Superintendent.
2. An alternate parking space shall be provided if a given building is without underground parking.
4. In the case of a non-work related illness Resident and/or Assistant Superintendent will be provided with rent-free accommodation up to three (3) months, at which time the suite must be vacated.
5. Travel Allowance - \$200.00/month. for Joe & Maria.- \$150.00/month for Rolly.
6. Cell Phone Allowance - \$150.00/month for Joe & Maria.

APPENDIX "B"

I. CLEANERS SCHEDULE

1. The Employer shall pay to cleaners and housekeepers the following rates-of-pay:

Dec.1/13

Cleaners	<u>\$15.98</u>
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2. The regular work-week shall be forty (40) hours and the regular working-day shall not exceed eight (8) hours from Monday to Friday. All overtime hours over forty (40) hours per week will be paid at one and one-half (1½) times the regular rate-of-pay. All hours of overtime have to be approved by Management.

- (a) Cleaners

Those employees who do, among other things, the following types of work: local snow removal; heavy washing of floors; garbage removal, etc.

RUI LOPEZ – The Company will pay thirty-five dollars (\$35.00) per month for a cell phone allowance.