

COLLECTIVE AGREEMENT

Between

Canadian Union of Public Employees, Local 79

and

Toronto Community Housing Corporation

January 1, 2012 – December 31, 2015



Toronto
Community
Housing

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Local 79

FULL-TIME UNIT

THIS AGREEMENT made in quadruplicate this 1st day of January, Two Thousand and Twelve

BETWEEN:

TORONTO COMMUNITY HOUSING CORPORATION
herein called "TCHC",
OF THE FIRST PART,

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL UNION NO. 79
herein called "Local 79",
OF THE SECOND PART.

WHEREAS Local 79 is an organization of employees formed for purposes that include the regulation of relations between employees and employers; and

WHEREAS the by-laws of Local 79 as approved provide that membership in Local 79 shall be open to those employees of **TCHC** as hereinafter set forth; and

WHEREAS Local 79 and **TCHC** were parties to and bound by a composite Collective Agreement pursuant to the *Public Sector Labour Relations Transition Act, 1997*;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the premises **TCHC** and Local 79 hereby mutually covenant and agree as follows:

Article 1 - PURPOSE

- 1.01** The purpose of this Agreement is to provide for an effective collective bargaining process, in order to provide mutually satisfactory employment relations between the Employer and Local 79 and an amicable method of settling differences with respect to general working conditions and the interpretation, application and administration of this Agreement.

Article 2 - RECOGNITION

- 2.01** TCHC recognizes Local 79 as the sole bargaining agent for all professional office and clerical employees, and without limiting the generality of the foregoing including the employees as set out in Schedule A, save and except those persons who are not employees within the meaning of the *Labour Relations Act*.

Clarity note:

The foregoing bargaining unit includes all employee(s) in the permanent and temporary service including part-time employees and all recreational seasonal employees but does not include any persons employed in classifications set out in a Collective Agreement between Local 416 and TCHC, subject to paragraph 4(b) of the agreement dated June 23, 2006, nor Security related employees covered by a Collective Agreement between TCHC and OPSEU Local 529.

- 2.02 (a)** In this Agreement the word "employee" means a person hired by TCHC for either the Permanent, or Temporary Service for a position which comes within the bargaining unit described in clause 2.01 hereof and who is on the active payroll of TCHC.
- (b)** An employee in the temporary service is one who is employed for any of the following reasons:
- (i)** to replace an employee who is absent for any reason;
 - (ii)** to work on a special project or undertaking;
 - (iii)** to work on a seasonal basis to meet seasonal needs; or
 - (iv)** to meet unexpected and/or peak workload demands of a temporary nature.
- (c)** Nothing in the foregoing shall be deemed to prohibit TCHC from using volunteers provided such volunteers do not perform bargaining unit work and shall not displace any bargaining unit employee.
- (d)** Unless otherwise specified in this Agreement, no employee shall be required or permitted to make written or verbal agreements with the Employer which would conflict with the Collective Agreement.
- 2.03 (a)** The "part-time" employees as set out in clause 2.01 above refers to employees performing duties for less than full-time hours, and/or on a seasonal basis.
- (b)** Except as otherwise provided in Appendix 'A' attached hereto and forming part of this Collective Agreement, the terms and condition of employment for part-time employees shall be governed by the terms of this agreement with any necessary changes being made.
- 2.04** Whenever TCHC establishes a new non-union position, the Director of Labour Relations or Designate will, where practicable, provide Local 79 with thirty (30) calendar days written notice prior to the implementation of said position.

In the event that Local 79 is of the opinion that the position may come within the 79 Unit, Local 79 shall so notify the Director of Labour Relations or Designate within ten (10) working days of the Local 79's receipt of the notice from TCHC. If requested, TCHC shall meet with Local 79 forthwith for the purpose of discussing the matter.

The question as to the positions inclusion in or exclusion from the 79 Unit shall be determined by mutual agreement or, in the absence of an agreement, Local 79 may file a grievance under clause 16.17. Such grievance shall be initiated at Step 3 of the grievance procedure.

- 2.05** Local 79 and the employees recognize and acknowledge that it is the exclusive function of TCHC to:
- (a)** maintain order, discipline and efficiency;
 - (b)** hire, discharge, layoff, direct, classify, transfer, promote, demote, suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided; and
 - (c)** generally to manage the operation and undertakings of TCHC and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which TCHC in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of TCHC.
- 2.06** TCHC agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this agreement.

Article 3 - UNION SECURITY

- 3.01** It shall be a continuous condition of employment with TCHC that all employees shall be members in good standing, and that all future employees who come within the 79 Unit shall become members of Local 79 within thirty (30) days from the respective dates of the commencement of their employment with TCHC and thereafter shall remain as such members in good standing, PROVIDED, that TCHC shall not be required to discharge an employee who has been expelled or suspended from membership in Local 79, other than for engaging in unlawful activity against Local 79.

TCHC shall provide on a bi-weekly basis an itemized accounting report detailing by employee, union dues, and bi-weekly earnings included in dues calculations. On an annual basis, TCHC shall clarify that the amounts deducted from members of Local 79 and remitted to the Local Union for the year have been reconciled against the T4 supplementary forms for employees.

- 3.02** TCHC in respect to each of the employees who is subject to the provisions of this clause shall:
- (a)** deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months payable by such employee as the by-laws of Local 79 or minutes of meetings at which any change in such dues and contributions is made, as the case may be;
 - (b)** continue to make such deductions until this Agreement is terminated; and
 - (c)** within one (1) week after making each such deduction, pay the sum so deducted to Local 79.
 - (d)** include the amount of union dues deducted on each such employee's T4 slip

- 3.03** Local 79 will provide to TCHC a certified true copy of the section of the by-laws of Local 79 authorizing any such dues and contributions and a certified true copy of the section of the minutes of a meeting at which any change in such dues and contributions is made.
- 3.04** Local 79 will save TCHC harmless from any and all claims which may be made against TCHC for appropriate amounts deducted from pay pursuant to clause 3.02 herein.
- 3.05** TCHC shall provide Local 79, on a bi-weekly basis, a list of all employees, including employee(s) in the temporary service from whose wages union dues have been deducted and, in accordance with the respective pay system report criteria, the union dues amount, the bi-weekly earnings, the hours worked, the hourly wage, classification, and the employee's status and an alternate rate indicator.
- 3.06** TCHC shall provide to Local 79, a copy of the placement letter for each co-op student and any extension of placement thereof. This letter shall include, name of co-op student, the educational institution the student comes from, the manager/supervisor to which he/she will report, the location, the date of commencement of the placement and the expected duration of the placement.
- 3.07** The Director of Labour Relations or Designate of TCHC shall forward to the Recording Secretary of Local 79 notice of all appointments, reclassifications, promotions and reversions affecting all employees within the Local 79 bargaining unit and Local 79 may make representations to the Director of Labour Relations or Designate in this regard.
- 3.08 (a)** TCHC will recognize representatives of Local 79 authorized by Local 79 to attend meetings provided for under the Collective Agreement. Local 79 agrees to notify TCHC in writing in advance of the names of its representatives.
- (b)** Leaves of absence with or without pay to attend to Local 79 business are subject to approval by TCHC unless the Collective Agreement provides otherwise. Such approval shall not be unreasonably withheld.
- (c)** When meetings are held between Local 79 representatives and TCHC, TCHC and Local 79 will make every effort to schedule such meetings in their entirety during their regular working hours, and should the meeting go beyond such hours, the overtime provision of this Agreement will apply up to a maximum of one (1) hour of overtime pay for each employee and Local 79 representative in attendance at such meeting.

Bulletin Boards

- 3.09** Dedicated space on Bulletin boards, for the exclusive use of Local 79 will be designated by TCHC, and will be made available to the Union for the posting of official Union notices in convenient locations determined by TCHC and the Union at base sites. Such bulletin boards shall be in areas where all employees will have access to them. The Union shall have the right to post notices of meetings and such other notices as may be of interest to its members; all notices shall be signed by an Executive member of the Union. Where the Union, brings to management's attention specific concerns regarding bulletin boards, TCHC and the Union shall discuss what measures to take that would be appropriate under the circumstances.
- 3.10** TCHC will post seniority lists, a list of officers and stewards of Local 79 and the Collective Agreements on TCHC's intranet.

Information Requests

3.11 TCHC shall provide to Local 79 the following information:

- (a)** a quarterly list of all employees, their employee number, classification, their latest home address and telephone number, work location, Division and unit name.
- (b)** a quarterly list of current classifications and the actual number of incumbents by class in each classification, broken down by Division, and any positions that have been vacant for more than thirty (30) days, indicating the status of these vacancies.
- (c)** a quarterly list, covering the previous quarter, of all Local 79 employees in alternate rate assignments, the employee number, the date the alternate rate commenced and the expiry date of the alternate rate. The list to also include the affiliation of such alternate rate positions, the job title and Division of the alternate rate position; and
- (d)** a quarterly list, covering the previous quarter, of all employees who are not members of Local 79, working in Local 79 classifications, the date of their first assignment to such classification, the expected expiry date of such assignment and the list of all Local 79 members alternate rated to other classifications in TCHC or on secondments, or other assignments outside TCHC.

Notwithstanding, until the Labour Board issue of Local 416 members working in the Local 79 position and the payment of dues by these members to Local 79 within the City of Toronto is resolved, TCHC shall provide said list on a monthly basis.

- (e)** A quarterly list, covering the previous quarter, of employees who change bargaining unit status.

TCHC agrees to provide Local 79 all required information for new employees, electronically.

Any other requests for information by Local 79, including the frequency of the lists/information, shall be considered on a case by case basis. TCHC shall make every reasonable effort to provide Local 79 with the foregoing information. Such request shall not be unreasonably denied.

Article 4 - PROBATIONARY PERIOD

4.01 Notwithstanding anything to the contrary contained in this Agreement, TCHC shall have the exclusive right to discharge employees within the first six (6) months actually worked, such period to be called "the probationary period" provided that the probationary period may not be completed while the employee is absent and that in no case shall an employee be required to complete more than one (1) probationary period.

4.02 Where an employee was originally employed as an employee in the temporary service and is subsequently employed as an employee in the permanent service, such temporary employment shall count in full towards the probationary period and such employee shall be entitled to benefits as applicable.

Article 5 - NO DISCRIMINATION OR HARASSMENT

5.01 TCHC and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, harassment, restriction or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, evaluation, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious affiliation,

sex, sexual orientation, age, marital status, family relationship, handicap nor by reason of membership in a labour union, and TCHC agrees that it will not, either directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 79.

- 5.02** TCHC and Local 79 further agree that every employee has the right to be free from workplace harassment as defined under the *Occupational Health and Safety Act* including but not limited to vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.
- 5.03** In this Article, the term "Handicap", as provided in clause 5.01 shall be as defined in the *Human Rights Code*, R.S.O. 1990, as amended.
- 5.04** The prohibition within clause 5.01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bonafide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.

Sexual Harassment

- 5.05** Every employee has a right to be free from sexual harassment and from any reprisal or threat of reprisal for the rejection and/or reporting of such behaviour.

Article 6 - WAGES AND SALARIES

Increments

- 6.01 (a)** Employees shall progress through the increment levels as set out in the Wage Schedules unless the Division Head withholds an increment, in which case, the employee shall be advised in writing of the reasons therefore.
- (b)** Increments shall be effective at the beginning of the pay period following the date upon which the increment is effective.
- (c)** An employee's anniversary date for an increment shall not be adjusted as a result of any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b).
- 6.02** Provided that the Division Head so recommends, an employee in the temporary service who is employed in a position to which a salary range is applicable, shall upon the completion of one (1) year of continuous service in such position, receive the first increment provided in Schedules 1 in the same manner as an employee in the permanent service in such position in accordance with clause 6.02 and thereafter shall receive annual increments as set out in the said Schedules 1 and clause 6.01.
- 6.03** TCHC may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications at least ten (10) working days prior to the implementation of the new or changed rate of pay and/or changed classification. If Local 79 is of the opinion that the rate is unfair or improper, Local 79 shall have the right of filing a grievance in accordance with the procedure as set forth in clause 16.17 (Step 3) hereof.

Alternate Rate

- 6.04** Subject to clause 6.06, whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift they shall be paid the next concurrent step that is greater than \$.65 (sixty-five cents) per hour for the position of the higher classification.

This clause does not apply to an employee in a trainee classification.

6.05 The foregoing alternate rate provisions shall apply to periods during which the employee is absent on paid leave, receiving sick pay in accordance with Article 11 or on paid holidays or on annual vacation, provided such employee has been continuously paid at such alternate rate for at least two (2) months and such qualifying period has not been interrupted by an aggregate of absences on paid leave, sick pay, paid holidays or vacation in excess of fifteen (15) working days prior to such absence on paid leave.

These provisions shall apply only when the two (2) continuous month's service requirement has been fulfilled and such employee is still being paid such alternate rate at the commencement of such absence and such alternate rate will be paid only to the extent that it would have been paid had the employee remained at work.

6.06 Subject to clause 6.02, where an employee is assigned to perform the regular duties of a higher rated position and actually works sufficient aggregate time to qualify for an increment within the twenty-four (24) month period following the initial assignment to such position, he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for such increment. In addition to actual time worked, and pursuant to clause 6.05, all time that an employee is absent on paid leave, receiving sick pay in accordance with Article 11 (Sick Pay) or on paid holidays, or annual vacation shall apply towards an employee's aggregate time in qualifying for an increment.

An employee may qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.

Alternate Rate – Special Project

6.07 An alternate rate assignment for a special project or undertaking of less than six (6) months shall be offered to the senior qualified employee in a lower rated position within the Unit. If no qualified employee is available in the Unit then the offer will be made to the next senior qualified employee in the Division concerned.

6.08 It shall be mandatory for all employees to enrol in payroll direct deposit.

Letter of Intent - WAGES AND SALARIES

Thirty (30) days following ratification of the Collective Agreement it shall be mandatory for all employees to enrol in payroll direct deposit.

The Employer shall inform all new employees who raise enrolment in payroll direct deposit as an issue that they have a right to Union Representation.

6.09 In the event that an employee's pay has a shortage of seven (7) regular hours pay or more and the employee notifies their supervisor within three (3) working days from the time the employee receives their pay stub, TCHC shall rectify the shortage by issuing a manual cheque, within three (3) working days from the time the supervisor is notified.

6.10 Employees shall continue to receive their pay on a uniformed bi-weekly pay cycle.

Letter of Intent- OTHER BARGAINING UNIT ACTING IN LOCAL 79 POSITIONS

CUPE Local 79 agrees to meet with TCEU Local 416 and TCHC with respect to the Local 416 members acting in Local 79 positions. In the event that all three parties reach an agreement, the terms and conditions of such an agreement shall be explicitly stated in a written agreement between the parties.

Recovery of Accidental Overpayment

6.11 In the event of an overpayment, TCHC shall advise the employee in writing of such overpayment which will outline the reason(s), the amount of the overpayment and the date(s) on which the overpayment occurred. Local 79 shall be informed in writing at the same time as the employee.

TCHC shall meet with the employee who shall be represented by a Unit Officer or designate so as to negotiate an appropriate schedule of recovery. The recovery schedule shall not exceed the maximum permitted by the *Wages Act*, R.S.O., 1990, as amended, unless the parties agree otherwise. It is understood that such overpayment may be the subject of a grievance at Step 3.

Alternate Rate Review

6.12 TCHC and Local 79 will review on an annual basis (the review date shall be September 1st of each year) all alternate rate assignments where the alternate rate assignment has been continuously filled by one or more employee(s) for a period in excess of thirteen (13) months. For greater clarity "employees" includes a member of the Local 79 or Local 416 Bargaining Unit.

Upon completion of the review, the position into which the employee(s) has been alternate rated, shall be filled as a permanent vacancy in accordance with Article 15, provided that the position is not one to which an employee in the permanent service has a claim or where the alternate rate assignment is expected to be terminated in the near future.

Letter of Intent - HARMONIZATION, JOB EVALUATION AND PAY EQUITY

WHEREAS the parties have agreed to a harmonized classification and wage rate structure which will be set out as Addendum 1 to this Collective Agreement;

AND WHEREAS there is the possibility that one (1) or more jobs may have been overlooked by the parties when they negotiated Addendum 1;

AND WHEREAS the parties agree that they are under an obligation pursuant to the *Pay Equity Act* to prepare and post a Pay Equity Plan;

AND WHEREAS the parties agree that the most effective way to satisfy their *Pay Equity Act* obligations is to develop and implement a comprehensive job evaluation program that is unique to TCHC.

NOW THEREFORE Local 79 and the TCHC agree as follows:

1. TCHC hereby confirms that every reasonable effort has been made by TCHC to ensure that all of the jobs within the former OPSEU Local 592 bargaining unit have been harmonized with those jobs within the Local 79 bargaining unit. To the best of TCHC's knowledge all of the jobs from both bargaining units have been reviewed for harmonization purposes.

In determining if various positions should be harmonized, TCHC reviewed the duties and responsibilities currently being performed by the job incumbents and where the duties and responsibilities were the same, the positions were then harmonized.

The harmonized rate was determined by first adjusting the Local 592 hourly rate to take into account that the Local 592 rate was based on a seven and one quarter (7 ¼) hour day while the Local 79 hourly rate was based on a seven (7) hour day. Once the adjustment had been made the higher of the 2 rates was used for harmonization purposes.

2. The adjustments for those positions as set out in Addendum 1 shall be effective January 1, 2004. All active employees as of the date of ratification shall be eligible for the retroactive adjustments for all hours paid - based on a seven (7) hour day - within any of the classifications set out in Addendum 1 commencing January 1, 2004.
3. If either Local 79 or Local 79 on behalf of a member, or TCHC identifies a job in existence as of the date of ratification of the Collective Agreement which has not been placed into Addendum 1 or harmonized to a position in Schedule A, the matter shall be promptly raised and Local 79 and TCHC shall meet to discuss the placement and/or the determination of a harmonized wage rate. If agreement on the placement/ harmonized wage rate cannot be reached, the matter shall be made the subject of a grievance and shall be disposed of pursuant to the grievance/arbitration provisions of the Collective Agreement.
4. No later than December 31, 2006, Local 79 and TCHC shall establish a committee comprised of four (4) persons, two (2) to be appointed by each party to develop and implement a job evaluation program.
5. The committee's task shall include but shall not be limited to the following:
 - (a) the identification of all jobs in the bargaining unit;
 - (b) the preparation of a job description for each job identified;
 - (c) the determination of a points rating and banding scheme to measure the value of each job identified in accordance with criteria established by the *Pay Equity Act*;
 - (d) the determination of a wage line and the placement on the wage line of each job identified;
 - (e) the determination of an implementation date including a retroactivity date, if any;
 - (f) the development of a formal job evaluation program to ensure continuity of compensation administration into the future in accordance with the maintenance requirements under the *Pay Equity Act*;
 - (g) the development of a pay equity plan in conformity with the *Pay Equity Act*;
 - (h) the determination and finalization of all matters integral to disposition of all tasks assigned above.
6. Local 79 appointees to the Committee shall be paid their regular rates of pay for time spent carrying out the Committee's responsibilities during their regular working hours.
7. TCHC shall provide the Committee with all data in its possession necessary to the Committee's task subject only to such restrictions and limitations established by law.
8. In the event the Committee is unable to complete its task on or before August 1, 2007 Local 79 or TCHC may refer to arbitration all outstanding matters with the exception of retroactivity. In the event that there is any dispute over retroactivity the matter shall be disposed of pursuant to the *Pay Equity Act* upon a complaint by Local 79 on behalf of its members to the Pay Equity Commission and, if necessary to the Pay Equity Tribunal or any agency assigned with adjudicative powers under the *Pay Equity Act*.
9. A reference to arbitration shall be in writing and the matters shall be placed before William Kaplan. If the foregoing arbitrator is not able to satisfy the time limits agreed to between the parties, the parties shall jointly select an alternative arbitrator with an availability that meets the parties' time limits.

10. The parties may by mutual agreement place the matters before the Board of Arbitration.
11. The Arbitrator or an Arbitrator Board, as the case may be, shall have full and final authority to dispose of all matters relative to a job evaluation program and a pay equity plan including and without limiting the foregoing, all matters identified in paragraph 2 above.
12. The Arbitrator or an Arbitration Board, as the case may be, shall be governed by the provisions of Article 16 of the Collective Agreement and section 48 of the *Labour Relations Act*.

Article 7 - PREMIUM PAY PROVISIONS

Overtime

7.01 (a)

Each employee shall be paid at the rate one and one half times (1 ½) for all authorized time worked in excess of his/her regular scheduled work day or work week. All overtime shall be paid to the employee on the pay date for the pay period in which the overtime was worked. In the event that an employee does not receive their overtime pay in the pay period that it was worked, said overtime shall be paid during the next pay period.

(b) An employee may receive compensation for overtime worked in the form of time off in lieu of pay, at the employee's option, at the rate of one and one half (1 ½) hours off for each hour of overtime worked provided that the lieu time accumulated for both overtime work and work on designated holidays as provided in Article 9 (Designated Holidays) does not exceed ninety-one (91) hours in any one calendar year.

(c) (i) Lieu time taken shall be at the mutual agreement of the employee and the supervisor in accordance with the employee's seniority and the requirements of the operations. Requests for the lieu time shall not be unreasonably denied.

(ii) An employee may request to have his/her accumulated lieu time paid out at any time during the year, provided that on each occasion the employee shall make the request in writing to his/her supervisor or designate at least three (3) calendar weeks prior to the pay date on which they are requesting the lieu time to be paid.

(iii) Any such lieu time which has not been used or scheduled to be used by the end of a calendar year shall be paid out to the employee, unless there is mutual agreement between the employee and his/her supervisor no later than October 1 that the unused lieu time may be carried over to the subsequent year.

(iv) Any lieu time that is carried over shall be applied to the employee's annual maximum. For greater clarity at no time may an employee have more than ninety one (91) hours in their lieu bank, inclusive of any hours that may be carried over in accordance with this clause.

(d) Overtime shall normally be on a voluntary basis. It shall be offered in order of seniority, to those who normally perform the work in the work location concerned. In the event that there are not sufficient numbers of employees who accept overtime, the employer may assign persons to overtime in the reverse order of seniority to those employees who normally perform the work in the work location concerned. Notwithstanding the foregoing, TCHC may assign overtime in emergency situations.

Call-back

7.02 (a)

Each employee who has completed his/her regular day's work and who has left his/her office, or work location and who is called out and reports for overtime work or who is called out and

reports for work on other than his/her regular work day, shall be paid by TCHC as a minimum, the equivalent of four (4) hours pay at his/her regular overtime rate, whether such employee works or not, for each time such employee is called out and reports for overtime work or work as the case may be.

- (b) Without limiting the generality of the foregoing, the payments referred to in clause 7.02(a) will not be applicable to overtime hours worked in conjunction with an employee's regular scheduled shift.

Stand-by

7.03

- (a) Except where standby is a normal requirement of the job, standby shall be voluntary. When a job is posted, the posting shall indicate whether standby is a requirement of the job. An employee who is assigned to stand-by, shall be available for work when called by telephone or other hand held device, and shall receive a minimum of three (3) hours pay at his/her regular straight time hourly rate for each 24 hour period that he/she is assigned to stand-by.
- (b) If the employee while on stand-by is required to work, all hours so worked shall be subject to overtime rates.
- (c) In the event an employee is on stand-by and is called into work, he/she shall not be entitled to call-back pay as set out in clause 7.02.
- (d) Employees on standby shall be provided a pager, phone, blackberry, or any other similar hand held device.
- (e) Employees who are provided by TCHC a cell phone, pager, blackberry, or any other similar hand held device, shall not be required to monitor or respond to messages while not at work.

Shift Bonus

7.04

- (a) Each employee of TCHC coming within the Local 79 Unit who, as part of a regularly scheduled work week works on a shift, any part of which, exclusive of overtime, falls within the hours of 6:00 p.m. of any day and 6:00 a.m. of the next following day, shall be paid for all hours worked on such shift, a bonus of one dollar and fifty cents (\$1.50) per hour provided that no such bonus shall be paid where premium pay is paid.
- (b) Each employee coming within the Local 79 Unit, who works on a regularly scheduled rotating shift shall be paid in addition to the regular wage or salary, a shift bonus of one dollar and fifty cents (\$1.50) per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.
- (c) Each employee coming within the Local 79 Unit, who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such day(s).
- (d) Each employee of TCHC coming within the Local 79 Unit who, as a part of a regularly scheduled work week, works on the afternoon and/or night shift ending on a Saturday and/or Sunday, shall be paid a week-end/shift bonus premium of two dollars and fifty cents (\$2.50) per hour for all regular hours worked on such scheduled shift. The week-end/shift bonus premium shall be in lieu of the provisions of clauses 7.04(a), (b) and (c).

- (e) Each employee of TCHC coming within the Local 79 Unit who is appointed or promoted into a new Shift Worker classification, in accordance with clause 8.02, excluding employees performing Call Centre functions, who, as part of a regularly scheduled work week works on a shift that includes hours that fall between 6:00 p.m. and 6:00 a.m. (Monday to Friday), shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for all regular hours worked that fall between those hours, exclusive of overtime, provided the employee is receiving no other premium or bonus pay for hours worked on such days.

Judicial Proceedings

- 7.05 (a)** An employee who is required to appear in court or who is involved in other legal proceedings beyond his/her regularly scheduled hours of work on matters arising out of his/her employment, shall be paid at the rate of time and one-half for all hours worked beyond his/her regularly scheduled hours of work.
- (b)** It is understood and agreed that the foregoing does not apply to arbitration hearings which are or have been initiated under this Collective Agreement or any predecessor Agreement.

Article 8 - HOURS OF WORK AND SHIFT CHANGE

- 8.01 (a)** The regular hours of Day Workers shall be defined as Monday through Friday and shall commence not earlier than 6:00 a.m. and end not later than 6:00 p.m. and consist of seven (7) hours duration and thirty-five (35) hours per week, as the case may be.
- (b)** Where it is operationally required, the regular hours of a Day Worker may be changed on a temporary basis. If a change in the regular hours of a Day Worker is operationally required on a temporary basis, the employer shall:
- (i)** request volunteers from all employees with the required qualifications in the classification who normally perform the work in the location, unit or program in the Division;
 - (ii)** if there are insufficient volunteers, the employer shall assign the altered hours to the most junior employee with the required qualifications in the classification who normally performs the work in the location, unit or program in the Division;
 - (iii)** provide a minimum of five (5) calendar days and if possible up to ten (10) days written notice to Local 79 and the affected employee(s) setting out the change of hours and the duration; and
 - (iv)** pay employees the shift bonus in accordance with clause 7.04.
- (c)** Except where a change in hours is required due to an emergency, if the requirements in Article 8.01(b) are not met, any work performed by a Day Worker shall be paid the overtime rate in accordance with clause 7.01, for the entire first shift so worked.
- (d)** Each employee of TCHC within the Local 79 unit may work up to a maximum of sixty (60) hours in a work week, inclusive of overtime.
- (e)** Notwithstanding anything contained herein, no employee shall be required to work a split shift.

Shift Worker

- 8.02** (a) Where operational needs indicate that services could be enhanced with extended hours, TCHC may create afternoon and/or week-end shifts. Such work shall be performed by Shift Workers.
- (b) When TCHC creates a new Shift Worker position, it shall create a new job code establishing a shift worker job code.
- (c) Prior to posting a newly introduced shift position TCHC shall first offer the shift to existing incumbents in the classification. In the event that more than one employee in the classification indicates their interest in the shift position, the position shall be awarded by seniority. In the event there is no interest from current incumbents the shift position shall be posted in accordance with Article 15.
- (d) Where shift positions have already been established, vacant shift positions will be posted in accordance with Article 15.
- (e) TCHC commits to making best efforts to maximize the number of employees working in a Day Worker position.

Shift Change

- 8.03** (a) Where the regular day, afternoon or night shift of a shift worker is to be changed, the employee shall be given forty-eight (48) hours' notice of such change.
- (b) If the employee is given less than forty-eight (48) hours' notice of such shift change, he/she shall be paid at the rate of time and one-half (1 1/2) for the first changed shift worked.
- (c) If the second changed shift worked would otherwise have been a scheduled day off and it falls within forty-eight (48) hours of the notice of the shift change being given, the employee shall be paid at the rate of time and one-half (1 1/2) for such second shift worked.
- (d) It is understood and agreed that (a), (b), and (c) do not apply if the change of shift is caused by an emergency.
- (e) It is understood and agreed that a change of two hours or less within a regular day, afternoon or night shift shall not constitute a change of shift.
- 8.04** When an employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new" shift. If an employee's "new" shift commences during such rest period, she/he shall be paid at the overtime rate for all hours worked on the first shift.

Letter of Intent - RESPONSE CENTRE SCHEDULING

Within 60 days of ratification of the Collective Agreement, TCHC and Local 79 shall meet, as frequently as necessary, to discuss new methods of scheduling in the Call Centre. These discussions may include, but not be limited to;

- Compressed work schedules for Call Centre employees
- Fixed shifts for Call Centre employees
- The filling of vacant lines offered in order of seniority

Any agreement will be trialled by means of a Pilot Process. The process and duration of any agreed to Pilot Project will be mutually agreed to in writing by the parties. The duration of any agreed to Pilot will be for a minimum of (3) three months, unless the parties agree to terminate earlier. TCHC and Local 79 reserve the right to discontinue this pilot program as a whole at any time on thirty (30) days written notice to the other party.

Lunch Periods

8.05 All employees shall be afforded an unpaid lunch period of not more than one (1) hour duration between the third (3rd) hour and the fifth (5th) hour of his/her shift except in the case of an emergency, when such lunch period shall be at the discretion of the immediate supervisor of such employees, but shall not be unreasonably withheld. It is agreed and understood that TCHC shall be the sole judge of what constitutes an emergency.

It is also agreed that when an employee is required to work through his/her lunch because of an emergency, he/she shall be paid at his/her regular or premium rate, whichever is appropriate, unless the employee's lunch break has been rescheduled between the third (3rd) hour and the fifth (5th) hour of his/her shift.

Rest Periods

8.06 Each employee coming within the Local 79 Unit shall be afforded rest periods of fifteen (15) minutes during each morning and afternoon at such times and places as may be decided by the Division Head, and the rest periods for those employees on shift work shall be during the first four (4) hours and the second four (4) hour periods respectively.

8.07 Shift schedules that differ from the regular daily or weekly hours of work set out in this Article, may be requested by either party, and provided there is mutual agreement between the parties and, if necessary, approval has been granted by the Employment Practices Branch of the Ministry of Labour, such shift schedules may be introduced on an experimental or continuing basis by TCHC. With the exception of the Response Centre any such agreed upon shift schedules may be terminated by either party giving the other thirty (30) calendar day's written notice. Agreed upon shift schedules with respect to the Response Centre may be terminated by either party giving the other sixty (60) calendar days written notice, or as mutually agreed to.

8.08 Where it is proposed that flexible working hours, staggered hours or compressed work week be established, the parties shall meet within fourteen (14) calendar days of a request being made. Any agreed to flexible working hours, staggered hours or compressed work week arrangements shall be implemented as soon as practicably possible following such agreement.

The parties may also agree to a mechanism for termination of any new flexible working hours, staggered hours or compressed work week arrangements. Variable working hour arrangements shall occur on a voluntary basis.

8.09 Each shift worker who is required to work on any regular schedule other than Monday through Friday shall be given two (2) consecutive days off in each seven (7) day regularly scheduled shift period in lieu of Saturday and Sunday.

Letter of Intent - CALL CENTRE PILOT PROJECT

The Parties agree that in the event that TCHC needs to amend the current master schedules at the Call Centre, TCHC will implement a Call Centre scheduling pilot project, which will be trialed for a six (6) month period. Local 79 shall be notified prior to the implementation of the Call Centre Scheduling Pilot Project.

During the pilot project, the master schedule shall include the following:

- A minimum of 12 hours off between shifts
- Endeavour to have 2 consecutive days off per week but ensure that all employees receive two consecutive days off in every pay period
- No split shifts
- No more than 5 consecutive working days
- At least forty-eight (48) hours off after a night rotation when changing shifts
- Preferred shifts for employees, based on seniority, with the exception of weekend coverage
- Employees will not be scheduled to work more than two (2) weekends in an eight (8) week period, provided the current complement is maintained.
- Weekends will be equally distributed

Four (4) weeks prior to the expiry of the pilot project any issues or concerns will be reviewed and addressed by the parties.

Article 9 - DESIGNATED HOLIDAYS

9.01 (a) The days to be designated as holidays by TCHC in each year during the term of this Agreement shall be the following: 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 Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).

(b) When any of the above named holidays fall on a Saturday or Sunday, (except Remembrance Day), TCHC shall designate an alternative day as the day of observance of such holiday (alternate day), and it is agreed that any premium payable for working on a designated holiday (alternate day) shall not apply to such Saturday or Sunday. It is understood and agreed that the alternative day(s) so designated may fall immediately before and/or after such Saturday or Sunday, at TCHC's discretion.

(c) In the case of Divisions with seven (7) day operations, when an employee is scheduled to work a shift, the majority of the hours of which fall within the twenty-four (24) hour period of the actual holiday with respect to Christmas Day, Boxing Day, New Year's Day and Canada Day, the holiday premium will apply only to the actual holiday and not to the designated day of observance of the holiday, it being understood and agreed that in no circumstances will employees working on a seven (7) day operation be paid the holiday premium for both the actual holiday and the designated day of observance of that holiday.

9.02 Subject to sub-clause (ii) hereof, each employee,

(a) who is not required to work on a day so designated as a holiday, shall be entitled to and shall be paid by TCHC his/her regular rate of pay for each designated holiday not so worked;

(b) who is required to work on a day so designated as a holiday, shall be paid by TCHC at the rate of two (2) times for time so worked and in addition shall either;

(i) be paid for a full day at his/her regular rate of pay, or

(ii) subject to there being mutual agreement between the employee and the Division Head take a subsequent lieu day off with pay at his/her regular rate, provided that total lieu

time taken for both work on designated holidays and overtime worked, as provided in clause 7.01, shall not exceed ninety-one (91) hours in any calendar year.

- 9.03** Employees in the "Temporary Service" shall be entitled to payment for the designated holidays for which employees in the "Permanent Service" are paid, provided they are employed, or report for work on both the regular working day immediately prior to and the regular working day immediately following the designated holiday concerned, unless the employee is absent with reasonable cause.
- 9.04 (a)** Subject to clause 9.04(c) hereof in addition to the designated holidays set out in clause 9.01, each employee coming within the Local 79 Unit shall be granted two (2) floating holidays in each calendar year which will be taken at a time that is compatible with the operational requirements of the Division in which the employee works.
- (b)** Subject to 9.04(c), each employee coming within the Local 79 unit shall be granted one (1) day each calendar year to be utilized as a "wellness day". This day must be used within the calendar year in which it is earned otherwise at year end it will be forfeited.
- (c)** A new employee must complete his/her probationary period with TCHC as set out in clause 4.01 before qualifying for the floating holidays and wellness day.
- 9.05** An appropriate recognition of Remembrance Day will occur in the workplace.

Article 10 - VACATIONS

- 10.01 (a)** Each employee in the "Permanent Service" of TCHC, and each employee in the "Temporary Service" of TCHC who is entitled to benefits in accordance with Article 19 of this Agreement shall be eligible for vacation with pay on the following basis:
- (i)** following the completion of one (1) year of service – three (3) weeks' vacation; provided that upon completion of the first six (6) months of the employee's first year of service, such employee may, if he/she so requests and the Division Head concerned consents, be granted one (1) weeks' vacation prior to his/her anniversary date and the second and third week at a time after the anniversary date. If the week of vacation is granted and the employee's service terminates prior to completing one (1) year of service, the value of vacation granted shall be recovered from vacation pay due upon termination;
 - (ii)** following completion of nine (9) years of service – four (4) weeks' vacation;
 - (iii)** following completion of seventeen (17) years of service – five (5) weeks' vacation;
 - (iv)** following completion of twenty-two (22) years of service – six (6) weeks' vacation,
 - (v)** following completion of thirty (30) years of service – seven (7) weeks' vacation in the thirtieth (30th) year only.
- (b)** An employee who has qualified for the three (3) weeks' vacation entitlement under clause 10.01(a) (i) shall thereafter be eligible for the annual vacation entitlement after January 1st of each calendar year. Other than what is set out in clause 10.01(c) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article.

- (c) Employees shall be eligible to receive vacation at any time after January 1st in the year in which increased vacation entitlement occurs provided that TCHC shall be entitled to recover the value of the increased portion of the vacation taken prior to entitlement where the employee leaves the service other than by death or retirement.
- (d) (i) Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages because of sickness or injury for a period of time which exceeds twenty-six (26) consecutive full pay periods, his/her vacation entitlement shall be reduced by 1/26th for each such consecutive full pay period in excess of twenty-six (26).
- (ii) There shall be no reduction of the vacation entitlement of an employee who takes or is granted pregnancy and/or parental leave pursuant to clauses 17.03(a) or 17.03(b) for the duration of such leave.
- (e) It is understood and agreed that an employee's vacation entitlement in the current year shall be based on his/her service in the previous year.

10.02 (a) Where an employee in the "Permanent Service", or an employee in the "Temporary Service" who has completed one (1) year of continuous service or one (1) year of aggregate service leaves the service of TCHC after January 1st in any calendar year and prior to receiving vacation in that year, such employee shall be paid any vacation owing on account of the previous years' service in accordance with clause 10.01(e).

(b) Where the anniversary date of such an employee falls earlier in the calendar year than the date on which his/her employment ceases, the employee shall be entitled to receive vacation pay for the period between such anniversary date and the date employment ceases, on the following basis:

- (i) if the employee would ordinarily be entitled to three (3) weeks' vacation with pay per year, six percent (6%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases;
- (ii) if the employee would ordinarily be entitled to four (4) weeks' vacation with pay per year, eight percent (8%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases;
- (iii) if the employee would ordinarily be entitled to five (5) weeks' vacation with pay per year, ten percent (10%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases; and,
- (iv) if the employee would ordinarily be entitled to six (6) weeks' vacation with pay per year, twelve percent (12%) of earnings for the period between the employee's anniversary date and the date his/her employment ceases.

10.03 Where an employee described in clause 10.01(a) hereof dies on or after January 1st in any year and prior to receiving vacation in that year, such employee shall have paid to his/her estate an amount equivalent to the salary or wages that would normally have been paid to him/her on account of vacation, including entitlements under paragraphs (i), (ii), (iii) and (iv) of clause 10.02(b) hereof.

10.04 (a) The normal vacation to which the retiring employee may be entitled for the previous years' service may be taken, at the employee's option, prior to the effective date of retirement or as a final payment in lieu of vacation with pay upon retirement.

(b) The additional vacation pay to which the retiring employee may be entitled under clause 10.02(b) shall be paid as a lump sum upon retirement.

10.05 Where an employee has been employed in the "Temporary Service" prior to appointment to the "Permanent Service" or prior to being eligible for benefits under clause 10.01 and has received an amount of vacation pay in the preceding twelve (12) month period, the employee's vacation with pay entitlement shall be reduced accordingly by the value of the vacation pay the employee so received calculated on the basis of the employee's pay per day in the "Temporary Service".

10.06 Employees ineligible for the maximum number of days' vacation with pay shall, on request, be granted leave of absence without pay for the remainder of such maximum period. A leave of absence, without pay, taken to complete the annual vacation shall not constitute a break in service.

10.07 A designated holiday, as set out in clause 9.01(a), which falls within a vacation period shall not be considered as a day of vacation.

10.08 (a) Vacation due an employee on account of his/her previous years' service shall be completed before the end of the calendar year. An employee may, with the approval of his/her Division Head or at the request of such Division Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year. Such request must be received by either the employee or the Division Head as the case may be no later than August 1st in any year.

Requests to postpone the whole or part of their previous year's vacation shall not be unreasonably denied.

In the event that an employee does not agree with the decision of his/her Division Head, the matter may be brought to the Director of Labour Relations or Designate by Local 79.

(b) The Division Head or designate shall meet with any employee after August 1st who has vacation time remaining. The basis of the meeting will be to arrange for any further vacation utilization in the year. The Division Head or designate shall consult with the employee regarding any preference that the employee may have regarding the scheduling of the remaining vacation. In the event that the employee's request cannot be accommodated, or if no request is received, the Division Head or designate shall then schedule the employee's vacation so that it is completed before the end of the calendar year. If for operational reasons the Division Head or designate is unable to schedule the employee's vacation so that it is completed before the end of calendar year, any unused vacation, up to one (1) year's entitlement, as of December 31st will be carried over to the following year, unless the employee requests for the vacation to be paid out.

NOTE: For administrative purposes, any unused vacation up to one (1) year's entitlement as at December 31st will be carried over to the following year, unless the employee requests for the vacation to be paid out at the end of the calendar year.

10.09 (a) Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury he/she shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written verification by a physician is provided to his/her Division upon the employee's return to work. The period of vacation shall be

rescheduled for a later date and unless approved shall not constitute an automatic extension of the originally approved vacation period. In the event that any extenuating circumstances arise in respect of this clause, the employee and a Local 79 representative may, upon the employee's request, review the matter with his/her Division Head.

- (b) An employee who, during his/her previously scheduled vacation period, is required to serve as a juror, or who is required to appear in court or is involved in other legal proceedings on matters arising out of his/her employment, shall, upon request, have that period of vacation changed to jury or witness duty leave.

10.10 Vacation requests shall be forwarded to the respective manager by March 1st of the year. The manager must respond to the employee's request in writing by no later than March 31. Vacations shall be approved in order of seniority within the work site. The manager will approve as many vacation requests as possible during a period, taking bona fide operational needs into consideration. Vacation requests submitted after the March 1st deadline will be approved on a first come first serve basis. The manager will approve as many vacation requests as possible during a period, taking bona fide operational needs into consideration.

10.11 Vacations will be scheduled in accordance with employees' seniority and operational requirements. Seniority will be taken into consideration for determining employee preferences.

10.12 Subject to clause 6.06, vacation shall be paid at the hourly rate the employee is earning at the time the vacation leave is taken.

10.13 An employee who is off on WSIB and as a result his/her vacation entitlement prior to the end of the calendar year shall be paid out for any unused vacation at the end of the year, unless an agreement is reached to carry over some or all unused vacation in accordance with clause 10.08 (b). An employee who is off on WSIB for the entire year and in receipt of their full net salary will not be eligible for vacation pay out for that calendar year.

Letter of Intent - GRANDPARENTING OF VACATION

Notwithstanding the provisions of clauses 10.01 (a) (i), (ii), (iii), (iv) and (v) all employees hired under the OPSEU 592 Collective Agreement shall be entitled to vacation according to this Local 79 Collective Agreement amended as follows:

- 1) 4 (four) weeks after 8 (eight) years of continuous service
- 2) 5 (five) weeks after 15 (fifteen) years of continuous service
- 3) 1 (one) extra week of vacation in the 25th (twenty-fifth) year only.

Clarity Note: It is understood and agreed that former OPSEU 592 members will not receive an additional week of vacation in their 30th year in accordance with clause 10.01 (a) (v).

Article 11 - SICK PAY

11.01 (a) Employee(s) in the permanent service shall be eligible to receive sick pay commencing the first of the month following completion of the probationary period.

- (b) Employee(s) in the temporary service shall be eligible to receive sick pay commencing the first of the month following the completion of six (6) months of aggregate or continuous service with TCHC.

11.02 In this Article "month" shall mean calendar month.

11.03 Each employee shall receive a sick pay credit of one and one-half (1 1/2) days for each month of "unbroken" service with TCHC, as defined in clause 11.04 such credit to be cumulative from the beginning of the first complete month following the commencement of employment.

11.04 (a) Except as provided in clause 11.04(c), a month of "unbroken" service shall be one where an employee works on all scheduled working days in the month, provided that if the employee commences his/her employment on or before the fifth calendar day of a month and the employee works on all scheduled working days of that month, the month will be considered a month of "unbroken" service.

Unemployment due to weather conditions or lack of work, shall not contribute toward a "broken month" provided that the employee works one (1) or more days during the month.

(b) For the purpose of clause 11.04(a), lost time because of illness (except as provided in clause 11.06), injury while on duty, vacations, holidays, scheduled days off, leave of absence with pay or leave of absence without pay to complete the annual vacation entitlement shall not be considered as breaking a month's service.

(c) If an employee returns from illness without sick credits, and thereafter works and is paid on all remaining scheduled working days of the month in which the employee returns to work the employee shall receive a sick pay credit of one and a half (1 ½) days for such month.

11.05 Unless otherwise specifically provided for in this agreement, when an employee is given leave of absence without pay for any reason, or is laid off, and returns to work upon expiration of such leave of absence or is recalled to work, he/she shall not receive credits for the period of such absence but shall retain his/her cumulative credits, if any, existing at time of such leave or layoff.

11.06 Subject to clause 11.04(c) if an employee is absent on account of illness and his/her cumulative sick pay credit has been exhausted, his/her service, for the purpose of this Article, shall be broken and, therefore, he/she shall not receive a credit of one and one-half (1 1/2) days per month for the remainder of such absence.

11.07 Subject to Article 20.04, an employee who resigns his/her position with TCHC or is discharged and later returns to TCHC service, shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.

11.08 Whenever an employee's days of illness exceed his/her cumulative credit, the excess days of illness shall be regarded as days of illness without pay.

11.09 Sick pay shall be paid for any time lost by reason of illness or injury, to the full extent of sick pay credits available to him/her at the time of each absence, except where an award is made under the *Workplace Safety and Insurance Act, 1997, S.O. 1997* as amended.

11.10 The number of days or hours for which an employee receives "sick pay" shall be deducted from his/her Cumulative Sick Pay Credit but no deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for half a day or more and less than a full day, shall be deducted as one-half (1/2) day.

11.11 (a) An employee absent for more than three (3) consecutive working days shall furnish within seven (7) working days from commencement of absence, a certificate from his/her physician

covering the duration of illness, with first and last dates the employee was seen by the physician. The seven (7) day period may be extended by the Division Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.

- (b) An employee absent for more than twenty-four (24) consecutive working days shall furnish immediately following such twenty-four (24) days, and each subsequent twenty-four (24) consecutive days of absence, a certificate from his/her physician covering the illness, the latest date the employee was seen by the physician and the probable date on which the employee will return to duty.

11.12 (a) An employee who exhausts sick pay while absent because of illness or injury, may use any vacation entitlement or lieu time owing as sick pay days. In this case, the vacation or lieu time will be treated as sick days and the provisions of Article 11 will apply.

- (b) If therapy is required for work related injuries or any other injury or illness or condition, the employee must schedule these appointments before or after their working hours or take leave without pay, lieu time or vacation.

REPORTING PROCEDURE

11.13 (a) Each employee is required to report an unplanned absence due to illness or ill dependent at least one (1) hour, unless not reasonably possible, prior to his/her start time. Employees will only be required to make a single phone call in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is required to indicate whether the absence is due to sickness or ill dependent. He/she is also required to notify of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis as above.

- (b) In any instance where an employee requires an extension of his/her absence such employee shall report as per (a) above.

- (c) In the Response Centre, wherever possible, an employee is to report an unplanned absence due to illness or ill dependent at least 3 hours prior to their start time.

Letter of Intent - GRANDPARENTING SHORT TERM DISABILITY PLAN FOR FORMER OPSEU 592 MEMBERS

Except as provided in sub-clauses in 11.11(a) and 11.11 (b) Article 11 does not apply to former OPSEU 592 members who will remain covered by the following plan:

An employee who is unable to attend their duties due to sickness or injury is entitled to leave-of-absence with pay as follows:

- (a) with regular salary for the first six (6) working days of absence, which may be used as either ill dependant or personal sick days.
- (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty four (124) working days of absence in each calendar year.
- (c) leave of absence with pay under (a) and (b) above may be used as ill dependant (subject to 17.09) or personal sick days.

An employee is not entitled to leave-of-absence with pay under (a) or (b) above until they have completed twenty (20) consecutive working days of employment.

Where an employee is on a sick leave of absence which commences in one calendar year and continues into the following calendar year, the employee is not entitled to leave of absence with pay under (a) or (b) above for more than one hundred and thirty (130) working days in the two (2) years until they have returned to work for twenty (20) consecutive working days.

An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under (a) or (b) above must complete twenty (20) consecutive working days before being entitled to further leave under (a) or (b) above in the next calendar year.

The pay of an employee under this plan is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

Use of Accumulated Credits

An employee on leave-of-absence under (b) above may, at their option, have one-quarter (1/4) of a day deducted from their accumulated credits (vacation or lieu time credits) for each such day of absence and receive regular pay.

An employee who is absent from their duties due to sickness or injury beyond the total number of days provided for in (a) and (b) above shall have their accumulated credits (vacation or lieu time credits) reduced by a number of days equal to such absence and shall receive regular pay for that period. This does not apply to an employee when they qualify for and elects to receive benefits under Long Term Disability (Article 12.06).

Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require him/her to submit to a medical examination at the expense of the Employer.

Employees returning from LTIP/LTD to resume employment must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Disability Plan.

For the purposes of this Plan twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

Sick Pay Gratuity

NOTE: The provisions of this Article do not apply to members of the former OPSEU Local 592 who will remain covered by the foregoing Short Term Disability Plan.

11.14 In this Article the words “termination of employment” shall mean separation from employment with TCHC by retirement, death or by resignation except where permission for the resignation is requested by the employee as an alternative to discharge.

11.15 Upon termination of employment with TCHC:

- (i) there shall be paid to every employee who has been in the employ of TCHC; or
- (ii) there shall be paid to the Estate of an employee who dies while in the employment of TCHC;

an amount equal to one-half (1/2) the cumulative sick pay credits of the employee, but in no case shall the amount exceed the aggregate amount as set out in the following schedule:

<u>Column 1</u> <u>Service Requirement</u>	<u>Column 2</u> <u>Period</u>
At least 10 years and less than 15 years	Three (3) calendar months
At least 15 years and less than 20 years	Four (4) calendar months
At least 20 years and less than 25 years	Five (5) calendar months
At least 25 years	Six (6) calendar months

11.16 For the purpose of meeting the service requirements set out in the above Schedule the following shall be included:

- (i) all time worked with TCHC and with any of its predecessors; and,
- (ii) all time lost on account of absence for reasons of illness where the employee was paid for the absence or was considered as being on sick leave without pay.

11.17 An employee who is eligible for payments to receive a sick pay credit grant in accordance with clause 11.15 may request:

- (a) the sick pay credit grant be paid as a lump sum amount on termination or retirement; or
- (b) the sick pay credit grant be paid as a lump sum amount at a later date in accordance with the *Income Tax Act*, R.S.C, 1985, as amended.

11.18 An employee upon retirement shall be given the option of taking his/her cumulative sick pay credit grant in accordance with clause 11.15 as vacation time prior to his/her termination of employment.

11.19 In no case shall an award made by the Workplace Safety and Insurance Board be deducted from any authorized grant under this Article.

Letter of Intent - OPSEU SICK BANK

The parties acknowledge that former OPSEU 592 employees falling within the Local 79 bargaining Unit transitioned into the accrued Sick Plan of the Local 79 Collective Agreement in accordance with the Janice Johnson Arbitration Award dated April 2, 2009. TCHC placed in each affected employee's file a letter confirming their transition to the new plan.

Article 12 - EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONGTERM DISABILITY INSURANCE

Eligibility for Benefits

- 12.01 (a)** An employee in the permanent service of TCHC shall be entitled to the benefits provided for in this Article upon the completion of his/her probationary period as set out in Article 4 (Probationary Period).
- (b)** An employee in the temporary service of TCHC who completes six (6) months of continuous service or six (6) months of aggregate service with TCHC shall be entitled to the benefits provided for in this Article.
- (c)** Where an employee is not in receipt of salary or wages because of sickness or injury for a period of time that exceeds fifty-two (52) consecutive full bi-weekly pay periods, the employee shall be responsible for paying the cost of premiums for any or all of the benefits in this Article under which the employee has coverage.
- (d)** Clauses 12.02, 12.03 and 12.04 (b) shall apply to the eligible dependents of an eligible employee (as defined in clauses 12.01(a) and (b) above). Such dependents are defined as follows:

An employee's spouse including common-law spouse and same-sex partner; and/or

- (i)** an unmarried child (including adopted, foster or stepchild) of the employee or the employee's spouse who is
- (ii)** dependent on the employee for support; and
- (iii)** under twenty-one (21) years of age (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support), or
- (iv)** incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21) (up to twenty-five (25) years of age if evidence is supplied that the child is a full-time student and entirely dependent on the employee for support)

Extended Health Care Benefits

12.02 TCHC will provide for all employees by contract through an insurer selected by TCHC an Extended Health Care Plan which will provide extended health care benefits. TCHC shall pay one hundred per cent (100%) of the premiums, which will include any premiums payable under *The Health Insurance Act*, R.S.O. 1990, c.H.6., as amended.

Eligible Expenses (Benefit year January 1 – December 31)

- Semi-private hospitalization – difference between ward and semi-private hospital room
- Drugs (drug card, including current generic prescription features, for use in Canada), which are prescribed by a medical doctor or dentist and dispensed by a licensed pharmacist, which:
 - Require a prescription, have a Drug Identification Number and are listed in Federal or Provincial Drug Schedules

- Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription.
- Maximum of three hundred dollars (\$300.00) per person per benefit year for smoking cessation medication
- Other non-prescription but life sustaining drugs if they have a Drug Identification Number
- Non-generic drugs will be covered if:
 - There is no generic substitution; or
 - There are no generic substitutions readily available from the pharmacy of the employee's choice; or
 - Generic drugs are the same cost, or more expensive; or
 - The employee's doctor stipulates that the generic substitution would not be medically appropriate for the employee or dependent concerned.
 - Medical evidence is required for all non-generic drugs for all new repeat prescriptions.

Eligible compounds:

- An eligible mixture/compound is one which contains a drug that bears a valid DIN, regardless of the prescription status or
- A mixture/compound that contains a raw material, regardless of the prescription status of the raw material.

Ineligible compounds:

- An ineligible mixture/compound is one which is considered experimental/ investigational; or
- A mixture/compound that is contractually excluded under the plan; or
- A compound derived of vitamins and minerals.
- Sclerotherapy drugs, when medically necessary, to a maximum of fifteen dollars (\$15.00) per injection up to a maximum of three hundred dollars (\$300.00) per person per benefit year.
- Private duty nursing at home when medically necessary, to a maximum of \$25,000.00 per person per three (3) benefit years.
- Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or masseur (after OHIP ceases to pay for treatment) to a maximum of four hundred dollars (\$400.00) per person per benefit year, per specialty. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800.00) per person per benefit year. It is understood that services of the above mentioned masseur will require a physician's medical certificate.

Note: For clarity, plan members may combine the total value of any two services until the total value of all paramedical services are exhausted for the benefit year. Once the value of any two paramedical services are combined into one benefit, the plan member forfeits the other service for the benefit year.

- Services of a licensed or registered physiotherapist.
- Services of a licensed psychologist/social worker, to a maximum of three hundred dollars (\$300.00) per person per benefit year.
- Up to five hundred and fifty dollars (\$550.00) per person in any twenty-four (24) consecutive month period for contact lenses and / or eye glasses prescribed by an ophthalmologist or licensed optometrist. This coverage can also be used towards one (1) routine eye exam every twenty four (24) consecutive months and/or the cost of laser surgery.
- Hearing aids including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1600.00) per person for every three (3) benefit years.
- One (1) pair of orthopedic devices per person every two (2) benefit years provided that they are prescribed by an orthopedic surgeon, podiatrist or chiropractor as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthopedic devices per benefit year.
- One (1) pair of orthotic devices per person per benefit year provided that they are prescribed by an orthopedic surgeon, podiatrist or chiropractor as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall not be limited to one (1) pair of orthotic devices per benefit year.
- One (1) prostate specific antigen (PSA) test per person, per benefit year to a maximum of thirty dollars (\$30.00).
- One (1) ovarian test (CA125) or (CA125II) per person, per benefit year, to a maximum of thirty dollars (\$30.00).
- Out of province/country coverage for emergency medical treatment for you and your dependents. (Could be job related, does not have to be) TCHC shall advise members of the claims reporting process at the time they enroll in benefits.

Coverage is also included for the following, provided that these services are medically necessary and provided by appropriately registered recognized practitioners, and are not covered by another plan.

- Ambulance services, dental services to repair damage to natural teeth and dentures, which start within twelve (12) months of the accident, rental (or purchase where appropriate) of medical equipment, casts, braces, crutches, etc., artificial limbs and eyes, plus other expenses such as wigs, elastic stockings, breast prostheses, etc., to the extent that they are reasonable and do not exceed the limits to be established in our plans.

Dental Benefits

12.03 TCHC will provide for all employees by contract through an insurer selected by TCHC a Dental Plan which will provide dental benefits. TCHC shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses

One (1) year lag ODA fee guide for general practitioners; other expenses to reasonable and customary charge; benefit year – January 1 – December 31.

One hundred percent (100%) for:

- Preventive, diagnostic, emergency or palliative procedures, including oral exams, consultations, diagnostic procedures, x-rays and preventive services, (including recall examinations (subject to a nine (9) month frequency for adults and a six (6) month frequency for eligible dependents under the age of eighteen (18))), scaling, cleaning, topical fluoride treatment and oral hygiene re-instruction) subject to current limits on frequency.
- Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth).
- Surgical services (extractions), all oral surgery and anesthesia.
- Periodontal and endodontic services, including space maintainers for missing primary teeth.
- Administration of antibiotic drugs by attending dentist.

Sixty percent (60%) major restorative procedures, seventy percent (70%) dentures – to a combined maximum of four thousand dollars (\$4,000) per person per benefit year:

- Major restorative procedures, such as inlays, on-lays, gold fillings, crowns, repair and re-cementing of same, initial installation of fixed bridge work and repair of same; replacement of a fixed bridge which is five (5) or more years old.
- Initial installation of full or partial dentures, and repair, relining and rebasing or replacement of dentures which are five (5) or more years old.

Fifty percent (50%) Orthodontic procedures – to a lifetime maximum of four thousand dollars (\$4,000) per person per benefit year.

- Orthodontic procedures, including consultation, diagnostic services, preventive, interceptive and corrective orthodontics.

Group Life Insurance

12.04 (a) TCHC will provide for all employees, by contract with an insurer selected by TCHC, group life insurance, in the amount of two times (2x) the employees annual salary for each such employee covered by such insurance, and TCHC shall pay one hundred percent (100%) of the premium(s) for such insurance chargeable in respect of each such employee covered thereby.

Notwithstanding the provisions of clause 12.04(a) those employees who at date of ratification were covered by the former Local 79 Collective Agreement shall continue to be provided with Group Life Insurance coverage in accordance with that agreement, including the Letter of Intent- Grand parenting of Group Life Insurance (if participating as of January 1, 2002) until the coverage outlined above equals the grand parented entitlement.

Optional Group Life Insurance

12.04 (b) Effective upon ratification of this Collective Agreement, TCHC shall provide for all employees through a contract with an insurer selected by TCHC, Optional Group Life Insurance up to a maximum of three hundred thousand (\$300,000) dollars for the employee and/or three hundred thousand (\$300,000) dollars for the employee's spouse, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

Effective upon ratification of this Collective Agreement, TCHC shall provide for all employees through a contract with an insurer selected by TCHC, Optional Group Life Insurance up to a maximum of twenty thousand (\$20,000) dollars for each child of the employee, with evidence of insurability. The employee shall pay one hundred (100%) per cent of the premiums.

Continuation of Group and/or Optional Group Insurance

12.04 (c) TCHC shall advise the employee of their ability to convert the group life insurance and/or optional life insurance coverage upon retirement or termination of employment through the benefits carrier, upon the terms established by TCHC insurer, at the employee's expense.

12.05 All employees shall, as a condition of employment, participate in the group life insurance to be provided in accordance with clause 12.04(a).

Long Term Disability

12.06 (a) TCHC will provide for all employees by contract with an insurer selected by TCHC a Long Term Disability plan for employees and will pay one hundred percent (100%) of the cost thereof to provide a Long Term Disability benefit of seventy-five percent (75%) of basic salary per month for disability claims, inclusive of any benefits paid under any pension plan, insurance plan, Workers Safety and Insurance Board or any other plan to which TCHC makes any contribution, such Long Term Disability benefit to be payable after six (6) continuous months absence from work on account of illness or injury; provided that no employee shall be eligible to collect Long Term Disability benefit payments so long as he/she is in receipt of sick pay benefits from TCHC.

(b) Except where a premium waiver applies, TCHC will ensure the continuation of existing benefit coverage, as set out in this Article, of an employee who has applied for the Long Term Disability benefit but who has exhausted his/her sick pay credits prior to the conclusion of the six (6) month waiting period. In no case shall the period of such continued coverage exceed twenty-six (26) biweekly pay periods.

(c) TCHC shall provide employees who are in receipt of the Long Term Disability plan benefit, benefit coverage under the Extended Health Care, Group Life and Dental plans.

TCHC shall pay one hundred per cent (100%) of the premiums.

Recurrence

12.06 (d) After the waiting period, a disability is considered a recurrence if it arises from the same disease or injury and starts within six (6) months after the previous disability ends.

Accidental Death and Dismemberment Insurance

12.07 TCHC shall provide, for all employees, by contract with an insurer selected by TCHC, Accidental Death and Dismemberment Insurance, based on an amount equal to four (4) times the employee's annual salary rounded to the next higher \$1,000 if not a multiple thereof. TCHC shall pay one hundred percent (100%) of the premiums.

Change of marital status or dependents

12.08 Each employee shall report any changes in marital status or increase or decrease in dependents without delay, and if failure to report any such changes results in any overpayment by TCHC, the employee shall reimburse TCHC in the amount of such overpayment.

Benefit Plan Book

12.09 TCHC will provide each employee a copy of the benefit plan book and shall provide updates when they occur. TCHC shall provide Local 79 with a copy of the benefit plan book and updates for proofreading and comment prior to its distribution to employees.

Change in Carrier

- 12.10 (a)** Should there be a change of the carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in benefit levels.
- (b)** In the event there is a change of insurer during the term of this Collective Agreement, TCHC undertakes to conduct meaningful discussions with Local 79 in the selection of any new insurer.

Benefit Utilization and Premium Rates

- 12.11 (a)** Where the information is available, TCHC shall meet with Local 79 six (6) weeks prior to discuss the criteria used to determine the new rates.
- (b)** Within six (6) months after the end of each benefit year, TCHC will provide Local 79 with the utilization of the health and dental benefits, by category, e.g. drugs, for the last year, as well as the underwriting arrangements and administrative charges.

Letter of Intent - BENEFITS MONITORING COMMITTEE

A Benefits Monitoring Committee shall be established consisting of up to three (3) representatives from each of Local 79 and the TCHC. This Committee shall be jointly chaired by the Director, Labour Relations or Designate and the President of Local 79, or their designates. The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of any special circumstances where employees incur extraordinary expenses within the parameters of the plan; where employees believe their claims have been administered incorrectly, including claims where employees have incurred expenses above the administrative limits; and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 79 and TCHC. The Committee shall meet at the request of either party, each union member on the Benefits Monitoring Committee shall suffer no loss of pay, benefits or service and seniority during time spent on the Committee.

Any issues, concerns, disputes arising from the use of generic substitutions including the cost of providing medical evidence will be referred to this Committee for review.

Letter of Intent - BENEFITS FOR EMPLOYEES WORKING BEYOND AGE 65

- 1) Employees who choose to actively work beyond age 65 will continue to be covered for all benefits set out in Article 12 of the Collective Agreement for so long as they work until the end of the month in which their 70th birthday falls, except Long Term Disability as dealt with below:

Employees who have reached 70 years of age shall not be entitled to any of the foregoing benefits beyond the end of the month in which they reach 70 years of age.

- 2) With respect to Long Term Disability Benefits, the parties agree as follows:

- (a)** All employees approved for or collecting Long Term Disability Benefits effective date of ratification will retire at the end of the month in which they turn 65 years of age and are not eligible for the benefits outlined in clause 1 or for LTD benefits after their retirement date as established by operation of this Article.

- (b) Employees who are actively at work and working at age 64½ years or older and become continuously ill for 6 months will be eligible to apply for disability benefits and will have a 3rd party medical assessment (performed by the TCHC benefit carrier) to determine the status of their disability. The assessment process will be consistent with the medical assessment process in place at the time for TCHC employees under age 65 whom are applying for Long Term Disability Benefits.

If an employee is approved for Long Term Disability benefits based on medical evidence, the employee will be provided with 75% of their annual salary at date of illness for a maximum period of two years (subject to the limitations contained in this Article) from the date that they became disabled, and subject to the employee's ongoing obligations to provide evidence of continuing disability. After completion of the two year disability period the employee will retire from Toronto Community Housing Corporation.

If an employee returns to work prior to the completion of the two year period and becomes ill again they will only be eligible; if they are off ill for a maximum of another 6 month continuous period, after being re-assessed, and approved. If the above criteria is met they would receive 75% of their pre illness salary for a period equal to the difference between any previous disability period, including WSIB benefits, that was incurred after the employee reached age 65 and the 2 year maximum.

- (c) Where an employee over the age of 65 goes off on illness and does not have sick credits banked, the employee will be reported off illness no credit/no pay and be eligible to apply for sick benefits with Employment Insurance for the first 6 months or period of no pay status.
- (d) Employees who are younger than 64 ½ years of age, but whom are 63 or older, and who commence receipt of Long Term Disability benefits after the execution of these minutes of settlement will be entitled to benefits for two years from the date they became disabled, and will be assessed in accordance with Article 2(b). Eligibility of these employees will be subject to the ongoing obligations respecting continued eligibility for Long Term Disability benefits as outlined in Article 2(b). Employees who are less than 63 years of age when they become disabled will be eligible for Long Term Disability benefits until they reach age 65.
- (d) Notwithstanding anything else contained in this Article, employees will not be eligible for Long Term Disability benefits beyond the end of the month in which they attain 70 years of age, and all Long Term Disability payments shall cease at that time.

3) OMERS Regulations:

- (a) The two year TCHC funded disability period would be considered 'Approved Leave of Absence' with respect to OMERS. The employee will have the option to buy back this period from OMERS. If the employee chooses to do so, the employee will pay his/her portion, and TCHC will pay its portion.
- (b) If the employee chooses not to purchase this period, it will not be considered eligible service.

4) Applicability

The parties agree that this agreement is intended to delineate and modify the rights of employees with regard to eligibility for benefits beyond age 65. Where there is any inconsistency between the terms of this agreement and the terms of the Collective Agreement, this agreement shall govern.

5) Expedited process

In the event that a difference arises relating to the interpretation, application or administration of said procedure the following expedited dispute resolution procedure shall be followed:

- i) either party shall have the right to refer the matter to TCHC's Director of Labour Relations or Designate and to the President of Local 79, or their respective designate, for immediate discussion and speedy resolution;
- ii) in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration;
- iii) if either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

G. Lee	D. Randall	K. Petryshen
M. Timms	D. Starkman	B. Sheehan

- iv) The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

Letter of Intent - EMPLOYEE ASSISTANCE PROGRAM

Joint Advisory Committee

The committee will be made up of up to three (3) union representatives, three (3) representatives of management and one (1) representative from the external provider(s), who shall play an advisory role only.

- (a) Prior to the expiry of the EAP contract the committee shall meet as frequently as necessary for the purpose of evaluating the plan and the service provider and to make recommendations for a new EAP contract;
- (b) In the event that TCHC expands the participation by any of its Unions in relation to its EAP program, TCHC shall extend the invitation to participate to Local 79.

Article 13 - PENSIONS AND RETIREMENT

- 13.01 (a)** All employees enrolled in the Ontario Municipal Retirement System (OMERS) shall continue to participate in the OMERS plan.
 - (b)** All employees hired after January 1, 2001, shall enroll in the OMERS plan.
 - (c)** For the purposes of this Article, the term "participate" when used in connection with a pension plan includes, but is not limited to, membership in the plan, accrual of pensionable service, employer and employee contributions, and entitlement to pension benefits.
- 13.02** For those leaves of absences granted under clause 17.10(a) and 17.10(b), every employee on leave of absence on Local 79 Business shall be considered to be in full time attendance for pension purposes. Local 79 shall remit to TCHC both the employer and the employee share of the required pension contributions during such leave on a quarterly basis as invoiced therefore by TCHC.

13.03 An employee who has at least ten (10) years of credited pension service with TCHC, including predecessor service, and who elects early retirement shall be eligible for the continued coverage of benefits set out in clauses 12.02 (Extended Health Care), 12.03 (Dental), and 12.04 (Group Life Insurance) up to and including the last day of the month in which his/her sixty-fifth (65th) birthday occurs. Such benefits will be effective upon the date on which the employee actually retires. This excludes former MTHA employees who are eligible for retiree benefits from the OPSEU Pension Trust.

13.04 Where an employee who elects early retirement and is eligible for benefits in accordance with clause 13.04 dies prior to his/her sixty-fifth (65th) birthday, said employee's spouse insured at time of death and eligible dependents, if any shall continue to be covered by said benefits with the exception of the benefits provided under clause 12.04 (Group Life Insurance) up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years. This excludes former MTHA employees who are eligible for retiree benefits from the OPSEU Benefit Trust Board.

FOR CLARITY – Insured at time of death means the spouse covered by the employee's benefit plan at the time of the employee's death will continue to receive the benefits as opposed to the spouse at the date of the employee's retirement if they are different. This excludes former MTHA employees who were eligible for retiree benefits from the OPSEU Pension Trust.

13.05 Where an employee who would have been eligible to elect early retirement dies prior to actually taking early retirement, and provided that such employee was eligible for benefit coverage at the time of his/her death, the employee's spouse insured at time of death and eligible dependents, if any, shall with the exception of those benefits provided under clause 12.04 (Group Life Insurance), be eligible for the benefit coverage as set out in clause 13.04 for the period from the date of the employee's death up to and including the date on which the deceased employee would have attained the age of sixty-five (65) years. This excludes former MTHA employees who were eligible for retiree benefits from the OPSEU Pension Trust.

FOR CLARITY – Insured at time of death means the spouse covered by the employee's benefit plan at the time of the employee's death will continue to receive the benefits as opposed to the spouse at the date of the employee's retirement if they are different. This excludes former MTHA employees who were eligible for retiree benefits from the OPSEU Pension Trust.

13.06 If an employee continues on WSIB after the first day of the fifth month following the date of disability, the OMERS disability elimination period shall continue and the employee and the employer will continue making their normal pension contribution based upon the current salary. The disability elimination period shall end the earlier of the date the employee returns to work, ceases employment or WSIB benefits cease.

13.07 TCHC shall provide a paid up group life insurance policy for those employees who retire in the amount of five thousand dollars (\$5,000). Such policy to be provided the later of age sixty-five (65) or at time of retirement. Former MTHA employees who were eligible for retiree benefits from the OPSEU Pension Trust will, in addition, be provided by TCHC with a paid up group life insurance policy in the amount of three thousand dollars (\$3000.00).

13.08 Any employee who, as of the date of ratification, is enrolled and participating in an OMERS Supplementary Type 3 pension benefit shall continue to be provided with such benefits during the term of this Collective Agreement.

13.09 It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

13.10 TCHC shall not implement nor offer any Early Retirement Incentive Packages(s) to any employee(s), until it has had meaningful consultation with the Union.

Note: Any employee who is eligible for retiree benefits beyond age 65 as at May 11, 2000 shall continue to be eligible for said benefits.

Letter of Intent - POST 65 RETIREE BENEFITS

The parties appreciate that some employees previously employed by the City of Toronto who prior to January 1, 1998 were employed by the old City of Toronto and the City of North York may be entitled to post 65 retiree benefits by virtue of a note contained in the current Collective Agreement which reads as follows:

“An employee who is eligible for retiree benefits beyond age 65 as at May 11, 2000 shall continue to be eligible for said benefits.”

The note is derived from and continues to be found in the Local 79/City of Toronto Collective Agreement.

The parties understand there is a dispute between Local 79 and the City of Toronto over the meaning of the note and in particular, the identity of employees covered by the note and the identity and quantum of benefit entitlement under the note.

The parties agree that the note shall form part of the Collective Agreement. They further agree that the note is limited in application to employees who as of December 31, 1998 were employed by the old City of Toronto and the City of North York.

The parties further agree that in determining the precise identity of employees covered by the note and the identity of the benefits and the quantum of benefit entitlement under the note, they shall apply any arbitration awards issued under the Local 79/City of Toronto Collective Agreement concerning the interpretation of the note under that Collective Agreement.

Letter of Intent - BUY-BACK OF OPTIONAL PENSIONABLE SERVICE

TCHC agrees to implement an optional service buy-back program for employees as soon as practically possible.

Other than any associated administrative costs, such program shall be at no cost to TCHC.

Letter of Intent - PENSION EDUCATION

Both TCHC and Local 79 recognize the value of educating employees about their pension plan, their eligibility for enrolment and other pension related issues.

In this regard TCHC and Local 79 shall meet during the term of this Collective Agreement for the purpose of developing a joint pension presentation that would be made available to Local 79 members.

Article 14- REQUESTS FOR TRANSFER

14.01 (a) An employee wishing a transfer within the same classification within TCHC may submit such request in writing to the Human Resources Division of TCHC.

- (b) Once an employee submits a transfer request in writing, it shall remain on file until he/she is transferred, refuses the transfer or withdraws the transfer request. TCHC will acknowledge in writing to the employee receipt of such request for transfer within fourteen (14) days of receipt.
- (c) All transfers under this Article shall be offered to qualified employees in order of seniority in the classification taking operational needs into consideration. Transfers will not be unreasonably denied.

Transfers to Permanent Positions

14.02 (a) TCHC shall first consider transfer requests for permanent positions, submitted by employees from within the Division, before those from employees in other Divisions.

- (b) Only employee(s) in the permanent service will be eligible for transfer into permanent positions.

Transfer to Temporary Assignments

14.03 (a) Where TCHC establishes a temporary assignment of six months or more, such opportunity shall first be offered to employee(s) in the permanent service in the same classification within the Division who have submitted a transfer request form indicating their request for consideration for a temporary transfer. It is understood that the lateral transfer will be limited to one movement.

- (b) Once such transfer has been offered and accepted, the employee will remain in that assignment for the agreed duration and will not be permitted to transfer until such assignment is completed. This shall not affect an employee's right to apply for an opportunity under Article 15 (Job Postings).
- (c) Notwithstanding (b) above, assignments may not last as long as was originally expected and may be shortened or extended if required. In either case, TCHC will notify the affected employee(s) as soon as possible.
- (d) An employee in the permanent service who accepts a transfer to a temporary assignment shall retain his/her permanent status. Upon completion of the temporary assignment the employee will return to his/her former work location.
- (e) Where TCHC decides to fill the position vacated by the employee who accepts the transfer said temporary assignment shall be posted in accordance with clause 15.02 (a) as will any subsequent temporary vacancies that may arise as a result of the initial posting.

Reorganization/Service Consolidation – Related Transfers

14.04 TCHC recognizes that a change in an employee's permanent work location may have an effect upon employees.

TCHC further recognizes that Local 79 has a legitimate interest in ensuring that their members are treated in a reasonable and consistent manner where it becomes necessary to transfer employees on a permanent basis within the context of TCHC's reorganization/service consolidation activities.

In this regard, where such transfers are to take place, and consistent with TCHC's operational requirements, the following guideline will apply:

1. Local 79 will be notified in writing prior to the scheduled transfer of staff, including an invitation to meet and discuss issues arising from the transfer. Wherever possible, such notice will be at least four (4) weeks prior to the scheduled transfer(s).
2. Employees will also be given written notice of their reassignment (or the potential for reassignment, if not all employees will be similarly affected). Wherever possible, such notice will be at least four (4) weeks prior to the scheduled transfer(s).
3. When a reassignment does not affect all employees, or where the reassignment involves more than one new location, where qualifications meet the operational needs of the location(s), seniority will be the determining factor in making such reassignments.

The foregoing procedure does not prevent Local 79 from requesting a meeting to discuss issues relating to staff movement in circumstances which are not covered by the above procedure. If requested, such meeting shall be arranged and held as quickly as possible.

Rebuilding or Building of TCHC Building and Facilities

14.05 If TCHC rebuilds or builds an existing or new Unit or Facility that necessitates the movement of staff, TCHC will meet with Local 79 to review the staff move plan prior to implementation. If a redeployment plan is a component of the move a Memorandum of Agreement will be negotiated to guide the redeployment of staff. The parties will make best efforts to negotiate a mutually acceptable Memorandum of Agreement to guide the redeployment of staff. Staff movement shall be in accordance with the employees' seniority and operational requirements. The parties further agree that this article does not supersede any obligations of the parties under Article 21 (Employment Security and Re-Deployment).

Article 15 - JOB POSTINGS

15.01 It is understood that all permanent vacant positions within the bargaining unit shall be posted within three (3) months of the vacancy occurring. In the event TCHC does not intend to fill a permanent vacancy, TCHC agrees to advise the Union.

15.02 (a) Whenever appointments to, or promotions to, a permanent position within TCHC are to be made or where it is expected that there is a temporary assignment of six (6) months or more the Division Head concerned shall notify the Director of Labour Relations or Designate of TCHC accordingly, setting forth the duties of the permanent position and/or temporary assignment and the qualifications required. The Director of Labour Relations or Designate shall arrange for the permanent position and /or temporary assignment to be made known to all employees through a Job Posting. Applicants for such Job Posting shall be considered on the basis of any or all of the following factors: seniority, education, training and work experience, ability and appraisal of past performance.

(b) Employee(s) in the permanent service who are placed in a temporary assignment shall retain their permanent status.

(c) An employee in the permanent service shall return to their base position at the end of the temporary assignment. An employee in the temporary service shall return to temporary work in their former Division if available.

(d) The Director of Labour Relations or Designate shall:

- (i) send copies of Job Postings, in accordance with clause 15.02, to all TCHC Divisions. The Division Head shall ensure the postings are prominently displayed so that all employees are made aware of the permanent positions and/or temporary assignments available.
 - (ii) provide electronic copies of any Job Posting to the Recording Secretary of Local 79 prior to posting electronically or otherwise.
- (e) Job Postings will be issued and shall state:
- (i) the general duties of the permanent position and /or temporary assignment;
 - (ii) the Division, Section and work location known at the time of the posting;
 - (iii) the bargaining unit in which the permanent position and/or temporary assignment is situated;
 - (iv) the length of the temporary assignment, known at the time of the posting and whether the temporary vacancy is a result of an initial temporary transfer under Article 14.03.
 - (v) the wage range and wage grade;
 - (vi) the qualifications required.
 - (vii) the procedure for making application;
 - (viii) the time limit for receiving application(s)
 - (ix) the contact person;
 - (x) the examinations, if any, which candidates must undergo for the permanent position and/or temporary assignment, and the location of such exam, if known at the time of posting.
 - (xi) whether a candidate List or an Eligibility List, but not both, will be established from the Job Posting.
 - (xii) the number of permanent positions and/or temporary assignments known at the time of posting.
 - (xiii) the hours of work is known at the time of the posting.
 - (xiv) whether the permanent position and/or temporary assignment is existing or new
 - (xv) the job evaluation code number, if one exists
- (f) The time limit provided in the foregoing (e) (vii) hereof shall not be less than two (2) weeks from the date of issue of the Job Posting provided that the Director of Labour Relations or Designate may, upon notice to Local 79, establish a shorter period.
- (g) Prior to a permanent position and/or temporary assignment being posted through the Job Posting procedure those employees who have submitted a request for transfer prior to the date of posting (as per Article 14) shall be given consideration for such permanent position and/or temporary assignment.
- (h) A job posting shall be limited to only:
- (i) an opportunity as per Article 15.13 (a) (i) (or opportunities as per Article 15.13)
 - (ii) for promotion, in a specific position;
 - (iii) to an opportunity as per Article 15.13 (a) (i) (or opportunities as per Article 15.13 (a) (ii)), for appointments, in a specific position
- (i) Temporary assignments are not intended to be used for the back filling of permanent positions unless there is a sound operational reason to do so.

- 15.03** Permanent positions and/or temporary assignments will be posted within TCHC. The first consideration will be given to internal applicants. Outside advertising will take place in the event that the Director of Labour Relations or Designate and the Division Head concerned believe that there may not be employees within TCHC with the qualifications required. In this event, the permanent position and/or temporary assignment will be advertised simultaneously inside and outside TCHC.
- 15.04 (a)** Applications for available permanent positions shall be made on forms supplied by the Human Resources Division or submitted by resume. An employee may apply for a permanent position or temporary assignment within TCHC.
- (b)** The Director of Labour Relations or Designate will conduct a preliminary review of the applications received to make a fair and objective determination as to whether applications meet the required qualifications for the permanent position and/or temporary assignment to be filled. Said review may include the Division Head concerned.
- (c)** An employee whose application has been rejected because of insufficient qualification for the permanent position and/or temporary assignment shall be notified in writing at least seven (7) calendar days prior to the date of the examination.
- (d)** Any applicant who has a complaint regarding the procedure or any other matter may have his/her complaint placed before the Director of Labour Relations or Designate.
- 15.05** If, after the review of employee applications, the Director of Labour Relations or Designate and the Division Head concerned agree that a written examination, Interview Panel or other test is not necessary to confirm candidates' qualifications for a permanent position and/or temporary assignment, the Director of Labour Relations or Designate will forward to the Division concerned, in order of seniority, the names and seniority dates of qualified candidates.
- 15.06 (a)** The Director of Labour Relations or Designate and the Division Head concerned will decide jointly on the need for an examination(s) for the purpose of determining qualified candidates for the permanent position and/or temporary assignment. Should passing an exam be required to qualify for a particular permanent position and/or temporary assignment, it will be conducted in a manner that will provide a fair assessment of those candidates being assessed using the same set of standards.
- (b)** Examinations will take the form of written test(s), practical, physical / skill tests, interview panel or any combination thereof to ensure candidates are examined for the qualifications and skills considered most important to the permanent position and/or temporary assignment.
- (c)** An applicant for a permanent position or temporary assignment shall not be required to participate in any assessments as set out in Article 15.06 (a) and (b), and their name shall be placed on the eligibility or candidate list as the case may be for selection in accordance with Article 15.12, provided that:
- They have performed the duties of the positions for at least one (1) year continuous or one (1) aggregate year; and
 - At least two (2) months continuous or equivalent aggregate hours of the qualifying period has been worked within the six (6) month period immediately preceding the date on which the permanent position or temporary assignment is posted.

- (d) Where there are more candidates than required to fill the posted vacancies, the Director of Labour Relations or Designate and the Division Head may jointly determine that not all candidates will be assessed. In this case, the most senior candidates will be assessed.

15.07 Should an Interview Panel, written and/or practical examination be required, candidates will be advised in writing by the Director of Labour Relations or Designate of the type of examination and when and where the examination will be conducted.

15.08 Interview panel members will jointly complete a candidate evaluation form. Evaluation forms will be retained by the Director of Labour Relations or Designate and copies will be available for review by the Human Resources Division with the approval of the candidate within thirty (30) days of being advised of the interview panel decision. Candidate evaluation forms completed on a candidate for a specific position will have no relevancy to any other position for which an employee might apply. The Interview Panel is responsible for qualifying candidates for the position.

15.09 Within thirty (30) days of notification of the results of his/her examination and upon request to the Director of Labour Relations or Designate, candidate(s) will receive feedback on his/her interview and/or review his/her test paper, by appointment with staff of the Human Resources Division.

15.10 Candidates who do not comply with the procedures and guidelines established for conducting examinations shall be disqualified from further consideration as a candidate.

15.11 Upon completion of the examination, the Director of Labour Relations or Designate will advise all candidates in writing of their results, and will forward to the Division concerned, in order of seniority, the names and seniority dates of the successful candidates for selection.

15.12 (a) The selection decision will be based upon the criteria as set out in sub-clause 15.02(a) hereof. If other than the senior candidate(s) from the list of candidate(s) who meet the required qualifications is selected, the Division Head will advise the Director of Labour Relations or Designate in writing, giving reasonable justification for the selection of candidate(s) with less seniority. Such justification must demonstrate a fair and objective basis for the selection decision and for the separation between the successful candidate(s) and the unsuccessful senior candidate(s). The Director of Labour Relations or Designate will notify all candidates who were not successful for the permanent position and/or temporary assignment, quoting the Division Head's justification.

(b) TCHC shall include the competition file number in the successful candidate's offer letter. A copy of the offer letter will be provided to Local 79 at the same time it is provided to the employee.

15.13 (a) A list of the qualified candidates from each Job Posting shall be either:

(i) a Candidate List which shall only be valid for the filling of the posted permanent position and/or temporary assignment, or

(ii) an Eligibility List which shall be valid for the filling of future permanent positions and/or temporary assignments in the specific position(s) that were the subject of the Job Posting during the period that the Eligibility List is in effect.

(b) The Candidate List or Eligibility List will be formed in accordance with clauses 15.05 or 15.11, as the case may be. Eligibility Lists will become effective upon receipt by the Division concerned. Subject to sub-clause (f) below, Eligibility Lists will be used to select

the successful candidate for each successive permanent position and/or temporary assignment which arises during the period that the Eligibility List is in effect.

- (c)** An Eligibility List shall remain in effect for six (6) months unless depleted before that time. If the Eligibility List is depleted, or upon the expiry of the six (6) months, whichever comes first, any permanent position and/or temporary assignment in question shall be the subject of further Job Posting(s).
- (d)** Notwithstanding the first sentence of clause 15.02(a), further Job Postings shall not be issued for the permanent position and/or temporary assignment in question during the period the Eligibility List is in effect.
- (e)** Each selection decision for the Job Posting shall be made in accordance with clause 15.12 from the candidates on the Candidates List or Eligibility List. Should a less senior candidate be chosen from the Candidate List or Eligibility list, the candidates with greater seniority shall be notified.
- (f)** Candidates on the Eligibility List shall have the right to decline an offered permanent position and/or temporary assignment twice. In the event that a candidate on the Eligibility List declines a third offered permanent position and/or temporary assignment, his/her name shall be struck from the Eligibility List and he/she shall not be considered for any further permanent positions and/or temporary assignments during the remainder of the period that the Eligibility List is in effect. In the event that all candidates on an Eligibility List decline the same offered permanent position and/or temporary assignment, TCHC shall have the right to fill the permanent position and/or temporary assignment externally without any obligation to re-post it.
- (g)** Eligibility lists will only be established by TCHC in respect to Job Postings where:
 - (i)** a large number of placements are anticipated in the specific permanent position and/or temporary assignment that are the subject of the Job Posting in question during the six (6) months following issue of the Job Posting;
 - (ii)** a high turnover is anticipated in the specific permanent position and/or temporary assignment that is the subject of the Job Posting in question during the six (6) months following the issue of the Job Posting.

- 15.14 (a)** All successful candidates in either a permanent position and/or temporary assignment shall be subject to a three (3) month assessment period which will be extended by the amount of time an employee is absent in excess of ten (10) working days during the period of assessment.
- (b)** A joint performance review will be conducted between the employee and the Division Head after the employee's first six (6) weeks in his/her new permanent position and/or temporary assignment to evaluate the employee's performance and suitability or to determine the possibility of reversion.
 - (c)** Should the permanent position and/or temporary assignment be confirmed, the three (3) month assessment period shall count toward the six (6) month probationary period defined in Article 4 if said employee had not completed such period prior to promotion.
 - (d)** Should a reversion be necessary, the three (3) month assessment period or any part thereof served in his/her new permanent position and/or temporary assignment shall not

count towards the six (6) month Probationary Period if said employee had not completed his/her Probationary Period prior to promotion as set out in Article 4.

- 15.15 (a)** Should a reversion be necessary or requested by an employee who was an employee in the permanent service prior to his/her promotion to either a permanent position or temporary assignment, the employee shall be reverted to his/her former position and wage rate, if the position has not been filled during the interim period. If the former position has been filled, the employee will be reverted to a position reflecting the wage rate earned by the employee prior to the placement. The time served in the position prior to his/her promotion to either a permanent position or temporary assignment will count towards the service required to qualify for an increment as set out in clauses 6.01 and 6.02 of Article 6.
- (b)** Should no substitute position be available for such an employee in the permanent service, a supernumerary position at the pre-placement wage rate will be created for the employee until such time as a position becomes available. The time served in his/her former position prior to his/her promotion to either a permanent position or temporary assignment will count towards the service required to qualify for an increment as set out in clauses 6.01 and 6.02 of Article 6.

15.16 Any employee who is no longer capable of performing his/her full required duties by reason of disability, but whose disability is not of sufficient severity to qualify for a disability pension under the provisions of any of the pension plans affecting employees, may be placed in a suitable position, if such position is available, on the recommendation of the Director of Labour Relations or Designate without regard to the other clauses of this Article.

Emailing of Job Postings

15.17 TCHC agrees that the practice of emailing all Job Postings to employees shall continue.

Scheduling of Examinations

15.18 It is the understanding of the parties that, examinations will be held during the day. If an examination is held during an employee's regular work day, the Division Head will allow the employee who has made application for and has been accepted for such examination, paid leave to attend the examination only if scheduled to work that day. For those employees who are required to work shifts, every reasonable effort will be made by the Division Head to reschedule evening shifts, any part of which fall between the hours of 8:00 pm and 6:00 am, to coincide with the exam time.

- 15.19 (a)** TCHC shall inform Local 79 employees by posting on its Intranet the name(s) of successful applicant(s).
- (b)** TCHC shall notify Local 79 of the successful candidate(s) in writing. Notifications will include the following:
- The name of the successful applicant
 - Job posting number
 - Job classification and Department/Unit

Letter of Intent - FLOATER POSITIONS

TCHC and Local 79 are mutually committed to providing skills and experience to employees seeking promotional and/or developmental opportunities within the organization. TCHC and Local 79 are also mutually committed to developing an administratively efficient process which enables TCHC to provide

consistent service delivery to Residents/Clients utilizing a process that provides the flexibility to efficiently backfill certain position(s) based on operational need.

In line with the above commitment, TCHC and Local 79 agree to a pilot project, which will begin in January 2014, and will run for a period of twelve (12) months, for the position of Tenant Service Coordinator ("TSC"). The parties agree to evaluate the pilot at its conclusion and may by mutual agreement agree to extend and/or expand the pilot project.

Permanent position(s) and/or temporary assignment(s) in the TSC classification will be posted in accordance with Article 15 of the Collective Agreement.

Following a posting, an eligibility list ("EL") will be maintained and remain in effect for six (6) months unless depleted before this time. If the EL is depleted, or upon the expiry of the six (6) months, whichever comes first, any permanent position and/or temporary assignment in question shall be posted and a new EL will be created.

Should the first EL expire prior to being depleted and prior to the creation of a new EL, the individuals on the former EL will be dovetailed to the new EL and all individuals on the new EL shall be ranked by seniority.

The recruitment process for filling a TSC floater position will be as follows:

- (i) Candidates will be placed on the eligibility list by seniority;
- (ii) The most senior three (3) candidates on the EL not currently working in a TSC assignment will act as floaters and cover short term assignments;
- (iii) The candidates identified in (ii) above will receive training in the TSC position;
 - o All hours spent training will be paid for by TCHC;
 - o The training will be a minimum of seventy-two (72) hours in length;
 - o The candidates must complete a minimum of seventy-two (72) hours training prior to placement into floater positions;
 - o Training will take place during working hours and will be conducted over a period of 2-3 months;
 - o Organizational Development will provide the training material and a TSC training calendar to candidates;
 - o Candidate(s) will be responsible for completing the training within the time period noted above;
 - o TCHC will ensure that candidates are provided with the time to complete the training; and
 - o Once training has been completed, Organizational Development will notify Human Resources and the employee in writing.
- (iv) Short term assignments will include any coverage over and above a period of two (2) weeks and no more than six (6) months.
- (v) As candidates are placed into assignments, the next candidate on the EL will be contacted to begin training to act as a TSC floater.
- (vi) TCHC will make best efforts to maintain a minimum of three (3) TSC floaters on the EL list at all times.

Notwithstanding the recruitment process of the TSC Floater position as outlined above, TCHC shall review the transfer list in accordance with 15.02(g) prior to filling a TSC position with a floater.

Article 16 - GRIEVANCE PROCEDURE

16.01 The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.

- 16.02** Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.
- 16.03** For the purpose of the grievance and arbitration procedures, "working days" shall be Monday to Friday inclusive, but exclusive of designated holidays.
- 16.04** TCHC acknowledges the right of Local 79 to appoint or otherwise select stewards and officers and, in this regard, Local 79 acknowledges and agrees that Stewards and Officers of Local 79 have regular duties to perform as employees of TCHC and that such employees will not leave their regular duties to assist employees in respect of matters arising under this Article without obtaining the permission of their Division Head or someone designated by him/her and will similarly report upon returning to their regular duties. Such permission shall not be unreasonably denied. Time spent during an employee's regular working hours pursuant to this Article shall be without loss of pay.
- 16.05** Local 79 will supply TCHC with a list of all of its Stewards and Officers as soon as they are elected/appointed, and thereafter will notify TCHC in writing of any changes. In the event that a Steward or Officer is permanently transferred by TCHC from the work area that he/she would normally represent, TCHC will notify Local 79 as soon as practicable.
- 16.06** 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 arbitrable or where an allegation is made that this Agreement has been violated, such difference or allegation, being hereinafter referred to as "The Dispute" in Step One and thereafter "The Grievance", the following grievance procedure shall apply;

(i) Step One – Dispute Resolution

It is understood that before the dispute is put in writing, the employee's immediate supervisor will have an opportunity to discuss and address the dispute. Within twenty (20) working days following the circumstances giving rise to a dispute, Local 79, through the Local 79 Steward, shall request a meeting with the employee's immediate supervisor, who shall arrange a meeting within ten (10) working days of receiving the request. The employee shall be accompanied by a Local 79 Steward or an available Local 79 Representative. Within three (3) working days of the date of the Step One – Dispute Resolution meeting, the supervisor will advise the Local 79 Steward and employee in writing whether the dispute was denied, granted or resolved. Any resolutions reached at this step shall be without prejudice or precedent.

(ii) Step Two

If the dispute is not resolved at Step One, the grievance and redress sought shall be put in writing and signed by the employee. Local 79 shall file the grievance with the Division Head within ten (10) working days following the Step One meeting, and shall provide the grievor's immediate supervisor with a copy of the grievance. The Division Head shall confer with the Representative of Local 79 within twenty (20) working days after receipt of the grievance at Step Two, and shall advise Local 79 in writing of his/her decision in respect to the grievance within ten (10) working days of the time of the conference. The grievor will attend the Step Two meeting upon the request of Local 79, provided that such request must be made at least five (5) working days prior to the date of the Step Two meeting.

(iii) Step Three

In the event that the Division Head does not provide redress satisfactory to Local 79 it

may within ten (10) working days after the receipt of the written decision of the Division Head, forward copies of the grievance and the written decision as provided for in Step Two to the Director of Labour Relations or Designate. Upon receipt of such copies, the Director of Labour Relations or Designate shall confer with the Representative of Local 79 within twenty (20) working days after receipt of the grievance at Step Three. The Director of Labour Relations or Designate shall advise Local 79 in writing within ten (10) working days after the said conference of his/her decision in respect to the grievance.

TCHC will grant paid leave of absence to a grievor to attend his/her Step Three grievance meeting(s).

Mediation

16.07 Once Local 79 has processed a grievance to arbitration, both parties may within forty (40) working days agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) will attend the mediation meeting at the request of Local 79. Time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay. The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. In the event that no mutually agreeable resolution is reached, the grievance will proceed to arbitration.

Arbitration

16.08 In the event that the Director of Labour Relations or Designate does not provide redress satisfactory to Local 79, Local 79 may, within twenty (20) working days after the receipt of the written decision of the Director of Labour Relations or Designate, require that the grievance be submitted to arbitration by notifying TCHC in writing.

No matter may be submitted to arbitration which has not been properly processed through all previous steps of the grievance procedure as set forth in this Agreement.

16.09 Grievances submitted to arbitration shall be determined by a single arbitrator unless either party requests that the grievance be determined by a Board of Arbitration.

If the grievance is to be determined by a single arbitrator, the parties shall endeavor to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, Local 79 shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator.

16.10 In the event that the parties do not agree to have the grievance determined by a single arbitrator, the party which has requested that the grievance be determined by a Board of Arbitration shall so notify the other party in writing within ten (10) working days of receipt of the letter referring the grievance to arbitration. The notice shall include the name of its nominee to an Arbitration Board. The party so notified shall, within ten (10) working days after the receipt of the letter, notify the other party of the name of its nominee to the Arbitration Board. The two (2) nominees so selected shall appoint a third person who shall be the Chairperson. If the two (2) nominees fail to agree upon a Chairperson, Local 79 shall request the Minister of Labour for Ontario, in writing, to appoint a Chairperson and a copy of such request shall be forwarded concurrently to the other nominee to the Board.

16.11 The decision of the Division Head or the Director of Labour Relations or Designate, or Local 79 in the case of a management grievance pursuant to clause 16.22, as the case may be, shall be final and binding upon TCHC and Local 79 and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited.

- 16.12** The single arbitrator, or the Arbitration Board, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon Local 79, TCHC and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall govern.
- 16.13** Each of the parties hereto will bear the expenses of the nominee appointed to represent it and the parties will jointly in equal shares bear the expenses of the Chairperson of the Arbitration Board, or single arbitrator, as the case may be, and the cost of the room or rooms in which the arbitration is held.
- 16.14** The Arbitrator or Arbitration Board shall not have any power to add to, subtract from, alter, modify or amend in any way, any part of this Agreement nor to consider any matter not specifically contained in this Agreement nor otherwise make any decision inconsistent with this Agreement which expresses the full and complete understanding of the parties on remuneration, benefits and working conditions.
- 16.15** TCHC will grant paid leave of absence to a grievor to attend his/her arbitration hearing(s).
- 16.16** Employee witness(es) summoned to attend arbitration hearings by the Union will be granted unpaid leave of absence by TCHC.

Policy Grievances

- 16.17** Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by Local 79, commencing at Step 3 within thirty (30) working days of the circumstances giving rise to the grievance.

Group Grievances

- 16.18** Where a Group Grievance involves a group of employees in the same Division, it may be initiated at Step One or filed at Step Two at Local 79's option within thirty (30) working days of the circumstances giving rise to the grievance. Group grievances involving a group of employees in two or more Divisions shall be filed at Step Three within thirty (30) working days of the circumstances giving rise to the grievance.

Suspension and Discharge Grievances

- 16.19 (a)** Whenever an employee is suspended for less than ten (10) working days, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step 2 within twenty (20) working days after said employee has been suspended. If the suspension is of five (5) days or more the Division Head shall confer with the Representative(s) of Local 79 within ten (10) working days after receipt of the grievance.
- (b)** Whenever an employee receives a suspension of ten (10) days or more or is discharged, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step 3 within twenty (20) working days after the said employee has been discharged. The Division Head and the Director of Labour Relations or Designate shall confer with the Representative(s) of Local 79 within seven (7) working days after receipt of the grievance. The Director of Labour Relations or Designate will advise Local 79, in writing of his/her decision in respect to the grievance within ten (10) working days following the Step 3 meeting.

Job Postings

- 16.20** Any grievance of an employee with respect to Article 15 (Job Postings) shall be initiated at Step Two within twenty (20) working days of the circumstances giving rise to the grievance. In the event that the grievance is with respect to not being selected for a position, if such position is within a Division

other than the employee's Division, the grievance shall be directed by Local 79 to the Head of the Division in which the vacancy occurred.

Sexual Harassment/No Discrimination or Harassment

16.21 Where an allegation is made by an employee that Article 5 (No Discrimination or Harassment) or Clause 5.05 (Sexual Harassment) has been violated, a grievance shall be initiated at Step Two within forty (40) working days after such violation is alleged to have occurred.

Management Grievances

16.22 In the event TCHC has a grievance, the Director of Labour Relations or Designate shall file the grievance in writing within twenty (20) working days of the circumstances giving rise to a grievance with the authorized officers of Local 79 who shall confer with the Director of Labour Relations or Designate within twenty (20) working days of the receipt of such grievance. In the event the authorized officers of Local 79 do not provide redress satisfactory to TCHC, the Director of Labour Relations or Designate may process the grievance to arbitration in accordance with the arbitration provisions as set out in this Agreement, with the necessary changes being made.

Benefit Grievances

16.23 Where an allegation is made that there has been an improper application, administration or violation in the matters of any benefit entitlement as provided for under this Collective Agreement, the grievance shall be initiated at Step Three (3) of the grievance procedure as set forth in this Article, within twenty (20) working days after such violation is alleged to have occurred.

Redeployment Grievances

16.24 Should a grievance be filed under Article 21 and/or Article 35 the grievance will be filed commencing at Step 3 within thirty (30) working days of the circumstances giving rise to the grievance.

Disciplinary Discussions and Notations

16.25 Whenever an employee is requested to report for a disciplinary discussion with a supervisor, prior to any disciplinary action being taken or a grievance being lodged, such employee shall have the right to have a Steward present at such meeting. The union shall ensure that a shop steward is made available within two (2) working days of the date of the request. It being understood that there may be circumstances where flexibility is required in these circumstances, the parties will work together to ensure that representation is provided in a timely manner. For the purpose of this provision, Steward shall mean the Steward for the particular work area or, if not available, a Steward within the section or, if not available the Unit Officer. If no Union Representative is available, the employee shall not be disciplined but may be removed from the workplace with pay until a disciplinary discussion can be held. Such removal from the workplace shall not be considered to be disciplinary action.

16.26 TCHC shall forward a copy of any letter of discharge or suspension to the Recording Secretary of Local 79 within ten (10) days of discharge or suspension.

16.27 (a) Where an employee has not received a disciplinary notation for a period of two (2) calendar years, any disciplinary notation(s) recorded on the employee's service record shall be null and void, and shall be removed from the employee's file.

(b) Where the disciplinary notation is removed under 16.27(a) or as a result of an agreement between the parties, any reference to the disciplinary notation and any supporting documentation regarding the matter shall be removed from the employee's Corporate Personnel File.

Investigations

16.28 Where an employee is subject to investigation and is asked to attend an investigative discussion with supervisory personnel, prior to any disciplinary action being taken or a grievance being filed, TCHC and Local 79 agree that:

- (a) the employee shall have a Union Representative at such meeting;
- (b) TCHC shall inform the employee(s) who is the subject of the investigation of their right to Local 79 Representation. TCHC shall also inform the Chief Steward of Local 79 or designate, or will follow any other such arrangement which Local 79 will communicate to TCHC, about the pending investigation;
- (c) at the meeting, TCHC will disclose the nature of the investigation including the nature of any complaint received. TCHC will provide Local 79 an estimate of the duration of the investigation;
- (d) at the meeting, or at the point TCHC intends to call the Police or other agency regarding the matters under investigation, the employee and the Local 79 Steward or Representative will be informed;
- (e) if the employee is removed from the workplace pending the outcome of the investigation, such removal shall not be considered disciplinary action and the employee will be compensated at his/her regular rate of pay, for the duration of their absence; and
- (f) the employee will be informed of the outcome of the investigation in a timely manner.

16.29 Up to three (3) Officers of Local 79 may attend Grievance meetings in accordance with this Article.

Expedited Arbitration

16.30 (a) The parties may by mutual agreement, proceed with an expedited arbitration for any grievance filed and processed through the grievance procedure.

- (b) The grievance shall be placed before one (1) of the following arbitrators:
Janice Johnson
Jasbir Parmar
Mary-Ellen Cummings
William Kaplan
- (c) If none of the foregoing arbitrators are able to satisfy the time limits agreed to between the parties, the parties shall jointly select an alternative arbitrator with an availability that meets the parties' time limits.
- (d) An Arbitrator appointed pursuant to this Article shall be deemed to have received the consent of the parties pursuant to Section 48(14) of the *Labour Relations Act*, as amended, to mediate the dispute.
- (e) The Arbitrator shall issue a "bottom line" decision within seven (7) working days of completion of the hearing. Reasons shall not be issued unless requested thereafter by either party.
- (f) Except as modified above, the provisions of the grievance and arbitration provisions set out in the Collective Agreement shall apply to a proceeding under this Article.

Prescheduled Grievance Meetings

16.31 Local 79 and TCHC agree to develop, immediately after ratification, a schedule of pre-scheduled Step 2 Grievance meetings, and Step 3 Grievance meetings, and Mediation meetings as mutually agreed by the parties.

Local 79 and TCHC agree to mutual co-operation in the development of lists of grievances to be discussed at Grievance meetings, at least two (2) calendar weeks prior to the pre-scheduled dates.

Letter of Intent - GRIEVANCE AND ARBITRATION PROVISIONS

The parties agree that the President of Local 79 and the Director of Labour Relations or Designate shall meet during the term of this Collective Agreement for the purpose of reviewing the grievance and arbitration provisions as set out in the Collective Agreement.

This review will include but will not be limited to the adequacy of the time limits as set out therein and any other matters of mutual concern that may arise within the context of the grievance and arbitration process.

Meetings will be held on a quarterly basis or at such other times as may be requested by either party.

Letter of Intent - DISPUTE RESOLUTION TRAINING

The parties agree to meet during the term of the Collective Agreement for the purpose of jointly designing and implementing a training program which shall focus on dispute resolution techniques that may be applied in various circumstances, including but not limited to grievance management and Collective Agreement administration.

Article 17 - LEAVE OF ABSENCE

Bereavement Leave

- 17.01 (a)** An employee who is absent from work solely due to the death and/or funeral of the father, mother, common law spouse, father-in-law, mother-in-law, step-parents, son, daughter, brother, sister, step children, stepbrothers or stepsisters, same-sex partner, husband or wife, of such employee, shall be entitled to compensation for time so lost by such employee from their regular schedule at their regular rate of pay for five (5) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- (b)** An employee who is absent from work solely due to the death and/or funeral of the son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, grandparent or grandchild of such employee, shall be entitled to compensation for time so lost by such employee from their regular schedule at their regular rate of pay for three (3) working days. Such leave may commence no earlier than the date of the death, and must be completed within the seven (7) consecutive calendar day period following the day of the funeral or memorial service held in lieu of a funeral.
- (c)** An employee may be granted leave of absence with pay at the discretion of the Division Head where such leave is requested solely due to the death and/or funeral of persons other than those specified in clauses 17.01 (a) and (b).

- (d) Notwithstanding 17.01 (a), (b) and (c), where an employee suffers bereavement during a period of scheduled vacation, they may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this clause.

Jury or Witness Service

17.02 Each employee who is called to serve as a juror or except as provided in clause 16.16, is subpoenaed as a witness in a legal proceeding:

- (i) shall be granted leave of absence for such purpose, provided that upon completion of his/her jury or witness service such employee shall present to his/her Division Head a satisfactory certificate showing the period of such service;
- (ii) shall be paid his/her full salary or wage for the period of such jury or witness service provided that he/she shall pay to the Chief Financial Officer and Treasurer of TCHC the full amount of compensation received for such service and obtain an official receipt therefor, it being understood that the full amount does not include monies received on days other than his/her regularly scheduled work day with TCHC or any monies received for meal allowance or travelling allowances; and
- (iii) shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone his/her Division for instructions respecting his/her return to work and shall, upon receiving such instructions, comply with the same.
- (iv) when a shift worker has completed the last day of his/her Jury or Witness service, he/she shall report for his/her next scheduled shift provided that he/she has a rest period of not less than twelve (12) hours from the completion of such service until the start of his/her next shift.

Pregnancy/Parental Leave

17.03 (a) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the *Employment Standards Act*, R.S.O., 2000, as amended.

- (b) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the *Employment Standards Act*, R.S.O., 2000 shall be granted upon the employee's request, and administered in accordance with the Act.
- (c) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with clause 17.03(a), or is granted in accordance with clause 17.03(b), shall be at the discretion of the Division Head concerned, and shall not involve any expense to TCHC, but shall result in no loss of seniority.
- (d) TCHC shall provide the coverage and pay its share of the premiums for the benefits set out in Article 12 and shall pay its share of the pension contributions under Article 13 for any pregnancy and/or parental leave taken pursuant to clauses 17.03(a) or 17.03(b), unless the employee elects in writing that they do not wish benefit coverage.
- (e) Pregnancy and/or parental leave in accordance with clauses 17.03(a) or 17.03(b) shall not involve any expense to TCHC, except as provided in clauses 6.01(c) (Increments), 10.01(d) (ii) (Vacation), 17.03(d), 17.04 and 17.05.

17.04 (a) An employee who is eligible for pregnancy leave under clause 17.03(a) or an employee who requests and is granted pregnancy leave under clause 17.03(b), shall be entitled, provided

she is in receipt of Employment Insurance benefits pursuant to Section 30 of the *Employment Insurance Act*, S.C. 2000, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:

- (i) for the first two (2) weeks of the pregnancy leave, the employee will receive ninety-three (93%) percent of their regular rate from TCHC; and,
 - (ii) for the following fifteen (15) weeks of the pregnancy leave, the employee shall receive from TCHC payments equal to the difference between ninety-three percent (93%) of her regular rate and the sum of her weekly Employment Insurance benefits and any other earnings.
- (b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their employment insurance benefits for the period of unemployment.
 - (c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

17.05 (a) An employee who is eligible for parental leave under clause 17.03(a) or who requests and is granted parental leave under clause 17.03(b) shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, S.C., 2000, c. 23, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

- (i) for the first two (2) weeks of the parental leave, the employee will receive ninety-three (93%) percent of their regular rate from TCHC; and,
 - (ii) for the remainder of such parental leave, the employee shall receive from TCHC payments equal to the difference between ninety-three percent (93%) of the employee's regular rate and the sum of the employee's weekly Employment Insurance benefits and any other earnings.
- (b) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their unemployment insurance benefits for the period of unemployment.
 - (c) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

17.06 An employee who is granted an extension of parental leave in accordance with clause 17.03(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 12 for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan.

Citizenship Leave

17.07 An employee who is required to be absent from work during his/her normal working hours for the purpose of obtaining his/her Canadian Citizenship shall, on two (2) occasions only, be granted one (1) day's leave of absence with pay on each such occasion.

Personal Leave

17.08 Subject to the approval of the Division Head, an employee may request and be granted leave of absence, without pay, for up to five (5) consecutive working days per year for personal reasons. Where approved, such absence shall not constitute a break in service so as to affect any benefits to which the employee is entitled other than pay. A request for such leave shall not be unreasonably denied. Approval or reasons for denial of such request shall be provided to the employee in writing.

Ill Dependant Leave

17.09 (a) Subject to clause 11.01(a) or (b), and clauses 11.09 and 11.10, an employee may use up to six (6) days of his/her available accumulative sick credits per calendar year to care for ill dependents. Such absence shall be deducted from the employee's bank of accumulated sick credits and shall not be considered as breaking a month's service.

(b) Ill dependent leave is not to be included in calculating occasions of absence or number of days of absence under TCHC Attendance Management Program.

Leave of Absence for Full-time Local 79 Positions

17.10 (a) An employee who is elected or appointed to a full-time position within Local 79 shall, upon the request of Local 79, be granted such leave of absence provided that such leave shall involve no cost to TCHC except that during the period of leave he/she shall continue to accrue sick credits in his/her sick bank, provided he/she is entitled to a sick bank, for use upon the end of such leave in accordance with the provisions of the Collective Agreement.

Upon the expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available or if no such position is available upon consultation with the employee concerned, to a position in a classification comparable to the one he/she was employed in prior to taking office.

Leave of Absence for Full-time Office with Organization Affiliated with Local 79

17.10 (b) When an employee is elected or appointed to a full-time position or office within a labour organization with which Local 79 is affiliated, Local 79 shall submit a request for leave of absence on behalf of the employee concerned to the Director of Labour Relations or Designate. Subject to the approval of the Division Head concerned, such leave of absence will be granted, provided that such leave shall involve no cost to TCHC.

Upon the expiration of his/her term of office, the employee shall be returned to his/her previous position, if such is available or if no such position is available, upon consultation with the employee concerned, to a position in a classification comparable to the one he/she was employed in prior to taking office.

Leave of Absence to Attend Labour Convention

17.11 (a) Subject to two (2) weeks' notice, leave of absence without pay shall be granted to all elected/appointed delegates from Local 79 who are employees of TCHC to attend any authorized Labour Convention.

Leave of Absence to Attend Labour Conference

17.11 (b) With reasonable notice to TCHC, leave of absence without pay shall be granted to all delegates from Local 79 who are employees of TCHC to attend authorized Labour Conferences.

Seniority and Payment of Wages While on Leave of Absence for Local 79 Business

17.12 (a) Whenever an employee is on leave of absence on Local 79 business, such absence shall result in no loss of seniority, nor shall it constitute a break in service so as to affect any benefits to which he/she may be otherwise entitled.

(b) Whenever an employee is on leave of absence on Union business, TCHC shall pay the employee's wages and benefits, invoice Local 79 and Local 79 shall, forthwith, remit full reimbursement to TCHC. This provision does not apply to employees who are elected or appointed to full-time Union positions under clause 17.10(a) and (b).

Local 79 Negotiating Committee

17.13 TCHC will recognize a Negotiating Committee of up to 4 members selected by Local 79. Leave of absence without loss of pay or benefits and with accumulation of seniority and service shall be granted to members of the Local 79 Negotiating Committee for the purpose of preparing bargaining proposals and negotiating a Collective Agreement or amendments thereto. The name of each of the members of the Negotiating Committee shall be provided in writing to the Director of Labour Relations or Designate. Requests for paid leave of absence for additional members of the Negotiating Committee shall be considered on a case by case basis.

Family Medical Leave

17.14 (a) Family Medical Leave shall be in accordance with section 49.1 of the *Employment Standards Act, 2000*, as amended.

(b) An employee on a Family Medical Leave entitled to employment insurance benefits pursuant to Section 23.1 of the *Employment Insurance Act* (S.C. 1996, c.23), as amended will be entitled to the following Supplemental Employee Benefits (SUB) payments while on such leave:

i. For up to the eight (8) week period of the leave (inclusive of the two (2) week waiting period under Section 23.1), the employee shall receive from the TCHC payments equal to the difference between ninety-three percent (93%) of the employee's regular wages and the sum of the employee's weekly employment insurance benefits and any other earnings.

17.15 The TCHC policy concerning Participation in Election, dated Sept 1, 2003 as may be amended from time to time, shall be applicable to Local 79 staff. TCHC agrees that such leave shall not be unreasonably denied. The parties agree that any amendments to the Policy will be made in consultation with the union.

FOR MEMORANDUM PURPOSES ONLY: A copy of the Participation in Elections as amended will be attached to this memorandum of agreement. The parties agree that any further improvements will be made in consultation with the union.

17.16 The TCHC policy concerning Earned Deferred Leave, dated Sept 1, 2003 as may be amended from time to time shall be applicable to Local 79 staff.

FOR MEMORANDUM PURPOSES ONLY: A copy of the Earned Deferred Leave Policy as amended will be attached to this memorandum of agreement. The parties agree that any further improvements will be made in consultation with the union.

Military Leave

17.17 (a) TCHC shall grant leave of absence with pay for up to a two week period per calendar year to attend a Canadian Armed Services training program. Employees applying for leave must supply their Division Head with a letter of support from his/her Commanding Officer. Employees shall receive their regular pay provided that any compensation received for such training, excluding compensation for travelling expenses and/or meal allowance, is reimbursed to TCHC, unless such compensation is paid for days that he/she is not scheduled to work.

(b) Leave of absence shall be granted to employees to serve in the Canadian Armed Forces during hostilities or during a time of war as declared by the Government of Canada. Seniority will accumulate during such leave.

Leave without Pay

17.18 The TCHC policy concerning Discretionary Leave of Absence dated January 1, 2002, as may be amended from time to time shall be applicable to Local 79 staff. The parties agree that any amendments to the Policy will be made in consultation with the union.

Voluntary Leave

17.19 The following voluntary leave of absence provisions shall be made available to all temporary and permanent Local 79 employees on the following basis:

1. An employee may volunteer to be granted up to 20 days of leave of absence without pay on the approval of the Division Head.
2. During the period of such leave, the employee shall continue to accumulate full seniority and service and shall continue to receive all benefits to which the employee is entitled under the agreement. In the event that the employee wishes to continue to contribute to the pension plan during the period of such leave, the employer will match the pension contributions.
3. An employee may choose one of the following payment options when taking a voluntary leave:
 - ◆ Receive no pay during the leave:
 - ◆ Pro-rate payments over a number of pay periods remaining within the calendar year. The minimum deduction is one half-day per pay period when an employee chooses to pro-rate payments. Any outstanding balance is adjusted on the final pay of the calendar year.
4. Requests for voluntary leave must be submitted in writing to the Division Head or his/her designate at least (3) calendar weeks prior to proposed commencement of the leave. Requests for leave shall not be unreasonably denied. Leave must be completed prior to the end of the calendar year in which it is granted.
5. Should a request for leave be denied, the employee shall be given the reasons for denial of the leave in writing within five (5) working days of receiving the request.
6. In the event of any dispute arising out of this program the Director of Labour Relations or Designate shall meet with the representatives of Local 79 in order to attempt to resolve the matter in dispute prior to the filing of a grievance.

7. The parties agree that where required amendments to the foregoing shall be made in order to conform to shift schedules which may be at variance with the norm.

Religious Leave

- 17.20 (a)** Each employee coming within the Local 79 bargaining unit shall be entitled to up to three (3) working days per year for religious observances.
- (b)** Such days may be taken by utilizing accumulated lieu time, vacation or floating holidays. Employees who do not have lieu time, vacation or floating holidays available may request leave of absence without pay.
- (c)** Additional days may be requested and taken upon mutual agreement between the employee and their supervisor. Such request shall not be unreasonably denied.

Quarantine Period

- 17.21** Time lost by an employee as a result of a legally recognized quarantine because of a job related incident shall be treated as a leave of absence with pay for the duration of the quarantine period.

Leave of Absence with Pay – Union Business

- 17.22** Upon request from Local 79, TCHC shall provide a leave of absence with pay and full benefits to the Housing Unit Officer or designate. The referenced Unit Officer or Designate shall be entitled to full seniority and service accrual while on such leave. The Union shall provide TCHC with a request for such leave, in writing, and TCHC shall confirm their agreement in writing. In addition to the foregoing the Chief Steward should he/she be an employee of TCHC.

The Unit Officer or designate, shall be available on a day to day basis. In the event these employees are absent due to illness, vacation or any other reason they shall be required to notify the designated person from the Local and shall also be required to notify TCHC designated person, for record keeping purposes. The booked off individual(s) shall provide on a bi-weekly basis a log outlining which meetings they attended which TCHC representatives they met with including date and times at the meetings. The time not spent in meetings shall also be recorded. Said log shall be provided to the Local Union designate and a copy may be required by TCHC so as to ensure accountability can be verified.

The above mentioned leave(s) will commence on the beginning of the first pay period after TCHC received the Union's request.

Flexible Hours of Work to Accommodate Continuing Education

- 17.23 (a)** An employee who wishes to continue working full-time hours while pursuing continuing education, may be granted flexible working hours, staggered hours or a compressed work week to accommodate his/her needs.
- (b)** An employee who wishes to work less than full-time hours in order to pursue continuing education, may be granted access to the Part-Time Program for Permanent Full-Time Employees.
- (c)** Accommodation as outlined in (a) and (b) above, will not adversely affect the operational needs of the Division. All requests must be forwarded in writing, to the Division Head concerned for approval. Approval or reasons for denial of such request shall be provided to the employee in writing.

Article 18 – TRANSPORTATION

Mileage Allowance

- 18.01** Wherever an employee is required and/or authorized to use their automobile on the business of TCHC, in accordance with the provisions of this Article, TCHC shall pay to such employee an allowance of fifty-two cents (\$.52) per kilometer actually traveled in the course of transacting the business of TCHC.
- 18.02** Whenever an employee is required to use the public transportation system in the course of his/her duties, such employee shall be provided with public transit tokens/tickets and/or passes for that purpose.
- 18.03 (a)** Normal commuting distance between the employee's permanent workplace and their home is not considered business travel and will not be reimbursed.
- (b)** An employee required to travel to an alternate work location from their permanent workplace during the course of a regular work day, will be reimbursed for the actual kilometers traveled between the permanent workplace and the alternate work location and back to their regular workplace, if they return.
- (c)** An employee who travels directly from or to their home to/from an alternate work location will be reimbursed for the difference between the distance normally traveled to their regular work location and the distance to the alternate work location, where the distance to the alternate work location is greater.
- 18.04** An employee who is authorized to use his/her automobile on business of TCHC shall be reimbursed for parking costs incurred in the course of conducting such business.
- 18.05** Except where the use of a personal vehicle is a bona fide requirement of the job and is included in the job description, employees shall not be required to use their own vehicles on TCHC business.
- An employee shall be made aware of this requirement at the time of hiring. In addition, liability and safety issues shall be discussed at the time of hiring. For the purposes of clarity, an employee in a classification where the use of a personal vehicle is not a bona fide requirement of the job shall not be required to use their personal vehicle while in the classification.
- 18.06** Where an employee is not currently required to have access to a personal vehicle and subject to clause 18.05 will now be required to have access to a personal vehicle to carry out their duties, such employee will be given at least six (6) months' notice of such change.
- 18.07** TCHC has agreed to compensate local 79 members who use personal assistive mobility devices, such as motorized wheelchairs or scooters as their primary mode of transportation during work hours, for the purpose of doing business for TCHC. The reimbursement must be approved by the Director of Labour Relations or Designate. TCHC will pay fifty percent (50%) of repair costs upon submitting a receipt for the above mentioned device, not to exceed five hundred dollars (\$500.00) per annum per employee.

Article 19 - TEMPORARY EMPLOYEE BENEFITS

19.01 Notwithstanding anything hereinbefore contained all employees in the "Temporary Service" who have completed six (6) months of continuous service or six (6) months of aggregate service with TCHC shall be entitled to all benefits accorded herein to employees in the "Permanent Service" .

Article 20 - SENIORITY AND SERVICE

20.01 (a) Subject to clause 20.03 and the following Letter of Intent, a seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article 4, such date to be coincident with the date of commencement of said probationary period. Seniority shall accrue on a calendar year basis to a maximum of twelve (12) months accumulation in any one calendar year.

(b) Notwithstanding 20.01(a) and subject to clause 20.03, for all employees who do not work full-time hours on a continuous full-time basis, seniority shall be established upon successful completion of the probationary period and shall accrue from the date of hire in a service based method (aggregate hours). Seniority shall be accumulated based on a calculation of one thousand eight-hundred and twenty (1820) paid hours equals one (1) for a thirty-five (35) hour work week classification. Seniority shall accrue on the same basis as service as set out in Clause 20.06 (Definition of Service).

(c) Local 79 will be provided with the initial seniority list based on the foregoing within ninety (90) calendar days of the ratification of this agreement or such other time extension as the parties may agree. The list shall also be posted on the TCHC intranet. TCHC will advise employees that they have the right to dispute their seniority, within sixty (60) days of the first posting. Any dispute with respect to an employee's placement on the list may, following discussions between Local 79 and TCHC, be subject to the grievance procedure. Such grievance shall be initiated at Step 3. Should any dispute not be resolved through the grievance procedure, said dispute(s) shall be referred to Janice Johnson or Menno Vorster subject to availability for final binding resolution.

20.02 An employee shall lose all seniority and service if:

- (a)** he/she voluntarily terminates his/her employment subject to the right to rescind in clause 20.04;
- (b)** he/she is discharged for reasonable cause;
- (c)** he/she is absent without notice and without providing a satisfactory reason to TCHC in excess of seven (7) calendar days from the commencement of absence;
- (d)** he/she fails to report for work within ten (10) working days from the date he/she is recalled to work under Article 35 except as otherwise provided for in that Article; or
- (e)** he/she is not recalled to work within twenty-four (24) months of the date of his/her layoff from work pursuant to clause 35.02 (a) and 35.13 (a).

20.03 TCHC shall maintain a seniority list of all employees coming within Local 79. An up-to-date copy of such list will be forwarded electronically to Local 79 on a bi-monthly basis and the updated list will be posted on the TCHC intranet. Such lists shall include employee names, seniority dates, status, employee number and position classification.

20.04 An employee who resigns shall have the right to rescind their resignation, provided that they notify their immediate supervisor in writing, with a copy to the Division Head concerned, within five (5) working days of the date on which they tendered their resignation.

Upon receipt of such written notification by the employee's supervisor, the employee shall be reinstated to their former position upon the commencement of their next scheduled shift.

It is understood that such time off shall be without pay, but with seniority and benefits.

20.05 In the event of ties on the seniority list, all ties will be resolved by ordering the tied individuals by surnames. If there remains a tie between two or more individuals the tie will be resolved by a letter-by-letter ordering of given names. Should there still remain a tie then the ordering will proceed to second or subsequent names on a letter-by-letter basis.

Letter of Intent - CARRIAGE OF SENIORITY

CUPE Local 79 agrees to meet with TCEU Local 416 and TCHC with respect to the carriage of seniority between the bargaining units. In the event that all three parties reach an agreement, the terms and conditions of such an agreement shall be explicitly stated in a written agreement between the parties.

Service

20.06 (a) Unless otherwise specified, whenever the word service is used within this Collective Agreement, service shall be defined as all time paid with TCHC or any of its predecessors.

(b) Effective the date of this agreement, all employees shall have placed to their credit such service as they had accumulated in accordance with the terms of their predecessor Collective Agreements. Following the aforementioned effective date, employees shall continue to accrue service in accordance with the terms of this Collective Agreement. TCHC shall notify each employee in writing of such Service date, within sixty (60) calendar days of the date of ratification, or such other time extension as the parties mutually agree.

(c) Service shall not include periods when an employee has been on:

(i) suspension, without pay, of more than ten (10) working days;

(ii) leave of absence without pay due to illness or injury in excess of twenty-six (26) consecutive bi-weekly pay periods for the purpose of Article 10 (vacations) clauses 10.01 (d) (i) and 10.01 (d)(ii), and Article 12 (Extended Health Care/Dental/Group Life and Long Term Disability Insurance);

(iii) approved leave of absence without pay, except as otherwise provided in this agreement;

(iv) any unauthorized leave of absence; and,

(v) any period of layoff.

(d) Loss of service shall be in accordance with clause 20.02.

Service Disputes

20.07 A complaint concerning the accuracy of an employee's service and seniority date shall be referred to the Director of Labour Relations or Designate and the President of Local 79, or designate, for resolution. If unresolved, the matter may be subject of a grievance initiated at Step 3.

Article 21 - EMPLOYMENT SECURITY AND RE-DEPLOYMENT

21.01 It is the policy of TCHC to place in other positions any employee(s) in the permanent service who may be displaced by reason of:

- (a) Technological improvements in the operation of TCHC;
- (b) The contracting out of any work now performed by employees; or
- (c) The deletion or elimination of a position or job classification.

21.02 (a) TCHC will provide Local 79 with at least three (3) months written notice prior to proposing to delete any position in the bargaining unit where there is a permanent incumbent or where a job classification is deleted.

Said notice shall contain an invitation from the Director of Labour Relations or Designate, to meet within ten (10) calendar days for the purpose of discussing the proposed deletion. Information pertinent to the proposed deletion shall be made available to Local 79.

The provisions of Article 23 (Notice of Contracting Out) - Letter of Intent- Contracting out/ Employment Security- Article 46 (Preservation of TCHC programs) all continue to apply to the employee(s) in the permanent service dealt with under this Article.

- (b) TCHC agrees to notify the Union in writing eighty (80) days in advance of any additional contracting out of work, other than work that is presently contracted out.

21.03 (a) Where a position has been deleted in accordance with 21.01 the employee(s) in the permanent service who has been deleted shall displace the employee in the permanent service with the least seniority in the same classification. In the event the deleted employee is also the least senior employee in the classification then the deleted least senior employee shall be treated in the same manner as a displaced employee in the permanent service under this clause.

The displaced employee in the permanent service with the least seniority, provided there are no vacancies and provided employee(s) can perform the work, shall;

- (i) displace the employee(s) in the temporary service with the least seniority in the same classification, if that is not possible; or,
- (ii) displace the employee(s) in the temporary service with the least seniority in the same wage grade, or if this is not possible; or,
- (iii) displace the employee(s) in the permanent service with the least seniority in the same wage grade.

The displaced employee in the permanent service with the least seniority in the same wage grade will be offered a choice of all temporary positions and vacancies which he/she can perform. If there are more than one displaced employee in the permanent service they will chose in seniority order.

NOTE: To be clear, the intent under both Article 21.03 and 35.08 is that employee(s) in the permanent service should have greater job security than employee(s) in the temporary service.

- (b) An employee in the permanent service displaced by reason(s) set out in clause 21.01 shall, after consultation with Local 79, be placed in any vacant permanent position, which he/she can perform. In the event that there are two (2) or more employees who can perform the

work, the employee with the most seniority shall be placed in the position and the other employees will continue to be dealt with in accordance with this Article. The job posting provisions of Article 15 (Job Postings) do not apply to this placement.

- (c) Clause 21.03(b) shall apply when a displaced employee in the permanent service is placed in a temporary position. In the event that a displaced employee in the permanent service is placed in a temporary position he/she shall retain his/her permanent status. Any displaced employee in the permanent service placed in a temporary position shall continue to receive the wage rate of his/her former permanent position until he/she is placed in a permanent position. At such time the employee shall be subject to the provisions of clause 21.04(b).

21.04 (a) Where subject to clause 21.03(a) TCHC identifies a position into which a displaced employee in the permanent service may be permanently placed, TCHC shall provide the training, at its expense, that it considers necessary to enable the displaced employee to perform the duties of the position.

- (b) Where an employee in the permanent service is displaced in accordance with clause 21.01 and subject to clause 21.03(a) is permanently placed in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate they were receiving prior to such re-assignment for the thirty-five (35) month period immediately following the effective date of their re-assignment (Wage Protection Period). Following the expiry of the thirty-five (35) month period, such employee will then receive the rate applicable to their new position. Such change in rate will be effective the first of the pay period following the expiry of the aforementioned thirty-five (35) month period.

- (c) For those employees reassigned pursuant to clause 21.04 (b) will receive a lump sum retirement payment, provided both the following conditions are satisfied:
 - a. the employee retires in the twenty-five (25) month period immediately following the above-noted Wage Protection Period, and;
 - b. the employee retires from the position to which he /she was placed/re-matched.

The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her reassignment and the rate applicable to his/her reassigned position for all regular hours worked, and shall be considered pensionable earnings.

21.05 In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be granted following his/her re-assignment pursuant to clause 21.04(b) above.

21.06 Where an employee in the permanent service is displaced in accordance with Article 21, the obligation under this Article shall apply only until such time as the employee may be laid off pursuant to Article 35.

21.07 (a) Employees will not be subject to Article 35 (layoff and Recall) until TCHC has determined conclusively that it has exhausted every good faith effort to place the employee in a permanent or temporary position.

- (b) Following the application of the provisions of this Article, if TCHC has not been able to place the employee in the permanent service in accordance with its policy, the employee may then be subject to layoff pursuant to Article 35.

- (c) In the event that the affected employee is not placed in another permanent position, such employee, in conjunction with Local 79, may request discussions with TCHC regarding exit incentives or early retirement.

21.08 No employee in the permanent service with eleven (11) years of seniority or more shall lose their employment as a result of contracting out or privatization.

Redeployment Joint Review

21.09 Within two (2) weeks' notice provided to Local 79, the parties agree to form a joint redeployment committee which shall be comprised of the Director of Labour Relations or Designate and the President of CUPE Local 79 or designate, and up to two (2) additional representatives from each party.

The purpose of the committee is to implement the joint re-deployment program that will apply to all of TCHC, including its subsidiaries, that will facilitate the placement of employee(s) in the permanent service who are displaced for those reasons as set out in clause 21.01 or such circumstances that include restructuring initiatives within the Divisions / subsidiaries that does not involve the displacement of staff as per 21.01.

When notice has been given under clause 21.02 (a), the committee will then meet in order to:

- (i) review the proposed plan;
- (ii) review the organizational impact of the proposed re-deployment;
- (iii) identify any vacant positions within TCHC, including those that may be filled by way of an alternate rate assignment for the purpose of matching in accordance with clause 21.16, or if necessary re-matching in accordance with clause 21.17; and
- (iv) identify the retraining needs of the affected individuals and making recommendations regarding appropriate training.

The committee will meet as frequently as necessary so as to effect a placement prior to the expiry of the notice period as set out in clause 21.02.

Disclosure

21.10 The Director of Labour Relations or Designate shall provide to the President of CUPE Local 79, and up to two (2) additional representatives chosen at the Union's sole discretion, all pertinent staffing and financial information.

Information Requirements

21.11 The following information will be made available to the Joint Re-deployment Committee:

- (i) List of names, seniority dates and Division/section of displaced employee(s);
- (ii) Explanation for the displacement of the affected employee(s); including the location, hours of work and shift, if applicable, and the hourly wage;
- (iii) List of vacant permanent positions; and
- (iv) List of vacant temporary positions, including the location, hours of work and shift, if applicable, and the hourly wage.

21.12 Information pertinent to the proposed displacement of employee(s) in the permanent service

shall be made available to Local 79 if available. This may include, but would not be limited to:

- (i) revised organization structures resulting in the deletion of positions, and/or;
- (ii) the introduction of new systems resulting in revised work processes/ methods.

21.13 In addition, the Committee shall be provided with the following information, if available:

- (i) current positions, complement/establishment number and number of incumbents, permanent and temporary;
- (ii) an explanation of who will do the work of any positions that are being deleted;
- (iii) an analysis of any new positions which may be created, including draft job descriptions, proposed wage rates, and required qualifications;
- (iv) an early identification of any new skills necessary in the Division/Section, including those required for the new positions;
- (v) the identification of any upgrading, training or education that current employees may require;
- (vi) list of temporary positions;
- (vii) list of all employees in Alternate Rate assignments and the length of such assignments in the Division;

21.14 Where employee(s) in the permanent service are displaced by reason of position deletion, technological change or contracting out, TCHC will meet with Local 79 to discuss the options available prior to offering the Voluntary Separation/Early Retirement Program and TCHC will consider any requests for Voluntary Separation or Early Retirement.

Job Postings

21.15 The posting process of the Collective Agreement shall not apply until the redeployment process has been completed.

Matching

21.16 For each employee in the permanent service displaced by the deletion of his/her position, technological change or contracting out, the Joint Committee will enter a phase of matching employees to positions. TCHC shall bring to the Committee a list of potential matches and, if necessary, proposed training requirements. Using the information available to it, including the employee(s)' current job description and their skill sets, the committee will:

- (i) identify new positions being created;
- (ii) identify other available positions in TCHC;
- (iii) identify training, education and skills upgrading which TCHC can offer to the affected employee(s) so that they can be placed in the new positions; and
- (iv) identify possible career paths that include the use of leaves of absence and tuition reimbursement for employees to take advantage of these opportunities.

Re-matching

21.17 Within three months of the matching and placement of an employee in a permanent position, either the employee or the employer may conclude that the match/placement is not appropriate and may request a re-matching.

If this occurs, the joint re-deployment committee will recommence the matching process for a period of three (3) months. If TCHC elects, as it is entitled to do, to leave the employee in the mismatched position during the period of up to three (3) months while a search is conducted for another permanent position, the obligation shall be on TCHC to ensure that the employee is accommodated and treated fairly in the permanent position until the re-matching process is completed.

If, on the other hand, TCHC elects to place the mismatched employee in a temporary position during the re-matching search, the "clock" for the purposes of wage protection shall stop running while the employee is in the temporary position. That is to say that the time spent in the temporary placement shall not count toward the 35 months of salary protection.

Return to Former Position

21.18 An employee shall have the right to return to the same position held prior to the displacement should such a position become vacant during the twenty-four (24) month period following placement. In the event that there is more than one (1) person wishing to return to the same position, seniority shall be the deciding factor.

Amendments to Plan

21.19 If at any time during the life of any re-deployment plan the parties find it necessary to amend said plan in order to address any unanticipated matter that may arise, the parties agree to meet to discuss any such matter(s), and provided there is mutual agreement, effect such amendment(s) that may be appropriate.

Dispute Resolution

21.20 Any disputes arising out of the redeployment process may be brought to the Director of Labour Relations or Designate by Local 79.

21.21 An employee who has been displaced may refuse a proposed permanent placement when a valid reason which is acceptable to both parties, is presented to the committee.

Letter of Intent - CONTRACTING OUT, EMPLOYMENT SECURITY

TCHC confirms that during its current realignment exercises there shall be no new contracting out of work of the Local 79 bargaining unit resulting directly or indirectly in the layoff or loss of employment of employee(s) in the permanent service.

Article 22 - WORKPLACE SAFETY AND INSURANCE BENEFITS

22.01 Where in an action or by settlement of a claim arising out of an accident to an employee of TCHC coming within the 79 Unit, TCHC recovers from a third party as a result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of the Solicitor for TCHC, the surplus amount shall be allocated by TCHC in accordance with the requirements of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997 as amended.

22.02 Where an employee who is injured in circumstances in which he/she may be entitled to compensation under the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, as amended elects to claim against a third person, he/she shall, as a condition of receiving Sick Pay, agree to provide in writing an undertaking to reimburse TCHC out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such Sick Pay, and Workplace Safety and Insurance Board Benefits as the case may be, and upon his/her having made such reimbursement, his/her accumulated Sick Pay or plan as the case may be shall be restored accordingly.

- 22.03 (a)** Where an employee who is injured on duty with TCHC in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, and who has made a claim to the Workplace Safety and Insurance Board in accordance with the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, as amended shall, provided he/she has qualified for Sick Pay or Short Term Disability be paid an amount equal to his/her full net pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board.
- (b)** If the employee's claim is denied and the employee has otherwise qualified for Sick Pay the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 11 (Sick Pay).
- (c)** The full net pay of an employee shall be as determined by TCHC by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.
- 22.04** Where the Workplace Safety and Insurance Board approves the claim, and for as long as the employee is receiving a full loss of earnings benefit in accordance with section 43 of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, as amended the employee shall continue to receive the full net pay amount as defined in clause 22.03(c). Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board. Such full net pay shall include the full loss of earnings benefit payments in accordance with Section 43 of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, as amended as approved by the Workplace Safety and Insurance Board.
- 22.05** If the employee is unable to return to work after a claim is approved, he/she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board and for those who qualify for Sick Pay, in accordance with Article 11 (Sick Pay), receive the remainder of the net pay amount from TCHC. From the portion the employee is receiving from TCHC, the following deductions shall be made: the employee's Pension contributions and if applicable, the employee's share of Extended Group Life Insurance premiums and any further deductions required by law. When a waiver of Pension contributions, is in effect, the portion of the net pay amount the employee is receiving from TCHC shall be reduced proportionately. No deductions will be made from the sick bank of an employee who received payments under clauses 22.03(a) and 22.05 (Note: This will leave a net balance approximately equal to an employee's normal take home pay).
- 22.06** Employees who have not qualified for Sick Pay in accordance with Article 11 (Sick Pay) shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.
- 22.07** An employee in receipt of a loss of earnings benefit in accordance with section 43 of the *Workplace Safety and Insurance Act*, 1997, S.O. 1997, as amended who is not on layoff shall be considered to be an employee on the active payroll and;
- (a)** Continues to accrue seniority, service, vacation and sick pay credits, and
- (b)** Continues to be entitled to benefit coverage which shall be maintained by TCHC in the same manner as though the employee were at work, and
- (c)** The foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.

- 22.08 (a)** Where the claim is not approved or where an employee receives monies in excess of his/her appropriate net pay amount, such excess shall be treated as an overpayment and TCHC shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to TCHC any recovery consents required by law to give effect to such recoveries.
- (b)** In the event of an overpayment, TCHC shall advise the employee in advance of the implementation of any schedule of recovery with respect to said overpayment. The recovery Schedule shall not exceed the maximum permitted by the *Wages Act*, R.S.O. 1990 as amended, unless the parties agree otherwise.

TCHC shall meet with the employee so that the employee may provide his/her input regarding an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Union Representative at such meeting should he/she so request.

- 22.09** An employee, who sustains a compensable injury and, as a result, must leave work before the end of his/her shift, on the day the injury occurred, shall be paid to the end of the shift.
- 22.10** Any employee who is on a TCHC paid leave of absence for the sole purpose of conducting authorized Local 79 union business directly related to TCHC will be considered an employee of TCHC for WSIB purposes during those times.

Article 23 - NOTICE OF CONTRACTING OUT

- 23.01** Prior to contracting out any work now performed by employees, TCHC shall, where practicable, provide eighty (80) calendar days written notice to Local 79 and, where Board approval is being sought, provide said notice prior to the Division concerned forwarding its final recommendations regarding the contracting out to the appropriate Board Committee. Such notice shall be for the purpose of allowing Local 79 to make any representations it wishes to the Division involved and deputations to the appropriate Board Committee. Any representations shall be made promptly and in any event within eighty (80) days of the giving of such notice and any deputations shall be made at the Board Committee meeting in which approval is sought. The written notice pursuant to the above shall contain an invitation from the Division involved to meet within ten (10) working days for the purpose of discussing the proposed contracting out. TCHC will advise Local 79 of the date and time of the Board meeting where approval is being sought as soon as the information becomes available but no later than the day that the agenda is set that includes this item. In addition, the Division shall upon the request of Local 79 provide cost information, the reasons that have led to the decision to recommend the contracting out of the work and any other pertinent Divisional information with respect to the proposed contracting out to Local 79.

Article 24 - NO STRIKE OR LOCKOUT

- 24.01** There shall be no strike or lockout during the term of this Collective Agreement. The words "strike" and "lockout" shall be as defined by the *Labour Relations Act*, 1995, R.S.O. 1995, as amended.

Article 25 - PROTECTIVE CLOTHING

- 25.01** Health and Safety have jurisdiction over protective and safety clothing. Safety equipment and safety attire shall be supplied to all employees who are required to perform duties where hazards exist. Where TCHC provides safety equipment, safety clothing or working attire, such safety equipment, safety clothing or working attire must be worn by the employee, provided, however, that it is

recognized that there may be occasions during an employee's working hours when the wearing of such equipment, clothing or attire is unnecessary to the employee's safety or well-being.

25.02 Each employee of TCHC coming within the 79 Unit who is engaged in work, the nature of which requires the use of safety boots or shoes, shall be supplied with safety boots or shoes, which shall be replaced as required.

25.03 Parkas and winter safety boots will be supplied and replaced as required, at the discretion of the Division Head, for certain employees engaged in manual, maintenance, technical, investigational and inspectional work whose duties require them to be out-of-doors for the majority of their working hours during the winter months.

Letter of Intent - PROTECTIVE CLOTHING

The parties agree to meet within six (6) months of the date of ratification of the Collective Agreement to discuss protective equipment, protective clothing and wearing apparel for Local 79 employees. TCHC will provide Local 79 with a list of positions that they have identified as requiring protective clothing, protective equipment and wearing apparel. The parties will review jointly and amend the list as necessary. Following the completion of this review Health and Safety will have jurisdiction over protective and safety clothing, in accordance within clause 25.01.

Article 26 - LEGAL EXPENSES

26.01 Where an employee is charged with an offence under the *Criminal Code*, R.S.C 1985, as amended the *Highway Traffic Act*, R.S.O 1990, as amended, or other Statute(s) or is charged or has a complaint laid against him/her which may result in discipline by his/her professional regulating organization arising out of an act done in the performance of his/her duties:

- (a) The employee charged or against whom a complaint is laid shall, in the first instance, be responsible for his own defence including the retaining of legal counsel or paralegal.
- (b) If the employee is acquitted and his legal costs do not exceed fifty thousand dollars (\$50,000) the Chief Financial Officer and Treasurer shall be authorized to reimburse the employee for such costs on the approval of TCHC's General Counsel and the Director of Labour Relations or Designate.
- (c) Where an employee is acquitted and his legal costs exceed fifty thousand dollars (\$50,000), for the payment of such fees approval is required by the TCHC Board of Directors. The account must be in accordance with recognized professional practices.

NOTE: The term "acquitted" shall be taken to be the same as a dismissal of the charge(s) or complaint(s) or any other disposition where the employee is not determined to be guilty or liable.

26.02 Where an action or other proceeding is brought against an employee of TCHC, which in the opinion of TCHC Board of Directors arises out of acts or omissions done or made by such employee in his/her capacity as an employee of TCHC, TCHC may pay damages or costs awarded against such employee or legal expenses incurred by him/her as may be determined by TCHC Board of Directors as provided for by section 279 of the *City of Toronto Act*, 2006, as amended. Whenever an action or other proceeding is brought against an employee, the employee is to advise the Insurance and Risk Management section of the Finance Division immediately with respect to such action or proceeding.

- 26.03** In the event TCHC reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated at his/her regular rate of pay for the time lost from his/her regular working schedule as a result of being required to attend court or appear before their professional regulating organization.
- 26.04** Where the employee is provided with insurance to cover his/her legal expenses by reason of his/her membership in his/her professional regulating organization or association, he/she must exhaust those rights first before being eligible for reimbursement for his/her legal expenses pursuant to this Article.
- 26.05** TCHC agrees to produce a standard letter for the use of employees charged with an offence for an act(s) done while performing their duties for TCHC. This letter will contain the telephone number for the Lawyer Referral Service offered by the Law Society of Upper Canada and will also outline TCHC's policy on payment of legal fees for the information of employees and legal counsel they may retain. In those cases where an employee is named as a party defendant in a civil action or proceeding, such letter will be provided to the employee upon his/her request.

Article 27 - PLURAL

- 27.01** Wherever the singular is used in this Agreement, it shall be considered as if the plural had been used wherever the context so requires.

Article 28 - TCHC POLICIES

- 28.01** TCHC shall provide Local 79 with copies of all TCHC policies. Policies that are amended shall be sent to Local 79 promptly.

Article 29 - ACQUAINTING NEW EMPLOYEES

- 29.01 (a)** New employees shall be advised of the name of the employee's Steward and/or Local 79 representative(s) and Worker co-chair of the Workplace Joint Health and Safety Committee or Health and Safety Representative as the case may be and provided with an introduction within the first twenty (20) days of employment. TCHC will also provide a copy of the Collective Agreement to all new employees.
- (b)** The Steward or a Local 79 Representative, as the case may be, shall be allowed fifteen (15) minutes to meet with the new employee at a time mutually acceptable to the Steward or Local 79 Representative, as the case may be and the employee's immediate supervisor.
- (c)** Where the Employer holds a formal orientation session for a group of new employees, the President of Local 79 or his/her designate shall be invited to participate in the orientation session. Where the President's designate attends such orientation session, time spent at the session shall be without loss of pay or benefits.

Article 30 - EMPLOYEE ACCESS TO PERSONNEL TCHC FILE

- 30.01** Each employee shall have access to and be able to view his/her Corporate Personnel File upon request.
- 30.02** No disciplinary notation, evaluation, performance report, or other adverse notation shall be added to the Corporate Personnel File until a copy of such document has been provided to the employee.

Article 31 - CHANGE OF ADDRESS

31.01 Every employee shall notify TCHC of any changes in address or telephone number within two (2) weeks of the change.

Article 32 - DESIGNATES

32.01 Where the terms Division Head, Vice-President of Human Resources, Director of Labour Relations or Designate, TCHC Solicitor, Chief Financial Officer and Treasurer appear in this Collective Agreement, it shall be read to include "or his/her designate".

Article 33 - TERM OF AGREEMENT AND NOTICE TO BARGAIN

33.01 This agreement shall remain in force from the 1st day of January, 2012, until and including the 31st day of December 2015, and from year to year thereafter, unless either party gives written notice to the other party within the ninety (90) day period prior to the termination of this Collective Agreement that it desires termination or amendment of this Agreement.

Article 34 - PRINTING OF THE COLLECTIVE AGREEMENT

34.01 Provided the parties execute the Collective Agreement within sixty (60) days of the ratification of the Memorandum of Agreement, the parties shall share on a 50/50 basis the cost of printing and distributing of such Collective Agreements to the appropriate bargaining unit and management staff. The sixty (60) day time period may be extended by mutual agreement.

34.02 TCHC shall post seniority lists, a list of Officers and Stewards of Local 79 and the Collective Agreement on TCHC's intranet as soon as reasonably possible following ratification.

34.03 TCHC agrees to provide, upon request from an employee or from Local 79 on behalf of an employee, a copy of the applicable new Collective Agreement between Local 79 and TCHC in large print or Braille format for those employees with visual impairment.

Article 35 - LAYOFF AND RECALL

Notice of Layoff – Employee(s) in the Temporary Service

35.01 (a) Subject to clauses 4.01, 20.01(a), 20.02 and 35.08 employee(s) in the temporary service shall be laid off before employee(s) in the permanent service in reverse order of seniority within the job classification.

(b) TCHC shall provide written notice of layoff to employee(s) in the temporary service in accordance with the *Employment Standards Act, 2000*, as amended.

(c) A layoff notice shall be copied to the Union at the same time it is issued to the affected employee.

Layoff and Recall of Employee(s) in the Temporary Service

35.02 (a) If and when work becomes available, a laid off employee in the temporary service shall be recalled to any temporary work in order of his/her seniority provided that:

(i) not more than twenty-four (24) months have elapsed from the effective date of the layoff,

- (ii) the employee possesses the necessary qualifications to perform the work required,
 - (iii) there is no employee in the permanent service who can be recalled in accordance with this Article,
 - (iv) the work is in a classification from which the employee was laid off or the work is in a classification with a wage rate equal to or lower than the wage rate of the classification from which they were laid off. TCHC shall make every effort to recall employees to a position that is closest to his/her pre lay-off wage rate.
- (b) During the period in which a person is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the right of recall within the time provided in clause 35.02(a)(i), and the right to proceed in a Job Posting as provided in accordance with Article 15. Notwithstanding the above, an employee in the temporary service in receipt of benefits at the time of layoff shall have the option to continue health and dental benefits coverage under Article 12 for a three (3) month period following layoff. If an employee elects this option, he/she shall pre-pay to TCHC the full cost of such benefits.
- (c) Subject to 35.02(b), an employee in the temporary service who makes application for a Job Posting pursuant to Article 15, either prior to being laid off or after he/she has been laid off, shall proceed in such Job Posting in accordance with Article 15. It is understood and agreed that such right to apply and/or proceed in such job call shall not extend beyond the period of recall as set out in article 35.02 (b).
- (d) Employee(s) in the temporary service shall have the right to refuse recall only once, except where they are recalled into the classification from which they were initially laid off.

Notice of Layoff – Employee(s) in the Permanent Service

- 35.03 (a)** The Director of Labour Relations or Designate shall provide written notice of any proposed layoff(s) of employee(s) in the permanent service to the Union at least fourteen (14) calendar days prior to any notice to employee(s). Upon request, the Director of Labour Relations or Designate shall meet with the Union within seven (7) calendar days to discuss the layoff(s).
- (b) TCHC shall provide written notice of layoff to employee(s) in the permanent service as follows:
- (i) at least three (3) months prior to the effective date of the layoff; or,
 - (ii) the notice required by the *Employment Standards Act* 2000, as amended, whichever is greater.
- (c) A layoff notice shall be copied to the Union at the same time it is issued to the affected employee.

Layoff and Recall of Employee(s) in the Permanent Service

- 35.04 (a)** Subject to clauses 4.01, 20.01(a) 20.02, 35.01(a), employee(s) in the permanent service shall be laid off in reverse order of seniority within the job classification.
- (b) An employee in the permanent service, who has received notice of lay off shall elect one of the following:

- (i) to accept lay off and be placed on the recall list,
- (ii) to accept a voluntary exit package, if offered by TCHC,
- (iii) to accept early retirement if eligible,
- (iv)** to be placed in a vacant permanent position provided that the employee has the necessary qualifications to perform the work required and has not already been offered a position through the Employment Security & Re-deployment process,
- (v)** to be placed in a temporary assignment provided that the employee has the necessary qualifications to perform the work required provided there is no vacant permanent position available and the employee has not already been offered a position through the Employment Security & Re-deployment process, or;
- (vi)** if (iv) and (v) are not possible, the employee may exercise his/her seniority rights to displace an employee in the manner described in clause 35.08 below, provided that the employee has the necessary qualifications to perform the work.

In the event that the employee is unable to exercise his/her seniority rights in accordance with clause 35.08, the employee will then be laid off and their name placed on the recall list.

- (vii)** where an employee, who having exercised all of their rights under this Article is laid off, if said employee resigns from TCHC within the four (4) month period following their layoff thereby relinquishing all of their rights as set out under clauses 35.06 (a) and (b) of the Collective Agreement, they shall be entitled to:
 - a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, and
 - upon production of appropriate receipts within the twenty- four (24) month period following the effective date of resignation an amount up to three thousand (\$3000.00) dollars in total for an approved career counseling and/or educational program(s).

(c) Where there are two (2) or more employees identified for lay off, employees shall choose in order of seniority from the options available in 35.04(b).

(d) The Job Posting provisions of the Collective Agreement do not apply to placements under this Article.

35.05 Where subject to clause 35.04(b) (iv), TCHC identifies a position into which an employee in the permanent service may be permanently placed, TCHC shall provide the training, at its expense, that it considers necessary to enable such employee to perform the duties of the position.

35.06 (a) During the period in which an employee in the permanent service is on layoff, such person shall not be entitled to the benefits provided under this Agreement, other than the rights provided for under this Article. Notwithstanding the above, an employee in the permanent service in receipt of benefits at the time of layoff shall have the option to continue health and dental benefits under Article 12 for (3) three months during the period of layoff. If an employee elects this option, he/she shall provide post-dated cheques to TCHC.

- (b) Subject to clause 35.06(a), an employee who makes application for a job posting pursuant to Article 15 either prior to being laid off, or after he/she has been laid off, shall proceed in such Job Posting in accordance with Article 15. The right to apply and/or proceed in such Job Posting shall not extend beyond the period of recall as set out in clause 35.13(a).

35.08 Employees who elect to be placed shall be provided with a list of vacancies to which they could be re-deployed. Employees who elect to displace shall be provided with a list of positions for which they possess the necessary qualifications to perform the work to which they could be re-deployed at the time of selection.

Where an employee elects to displace in accordance with 35.04(b) (vi), the employee shall, provided the employee is qualified:

- (a) displace the employee in the temporary service with the least seniority in the same classification and wage grade or, if that is not possible, then
- (b) displace the junior employee in the permanent service with the least seniority in the same classification and wage grade and if that is not possible, then
- (c) displace the employee in the temporary service with the least seniority in the next lower wage grade, or if this is not possible, then
- (d) displace the junior employee in the permanent service with the least seniority in the next lower wage grade, and if that is not possible, continue the process as per (c) and (d) above, with each subsequent lower wage grade.
- (e) at any time during the displacement process above, an employee may elect a different option under Article 35.04 (b).

NOTE: To be clear, the intent under both Article 21.03 and 35.08 is that employee(s) in the permanent service should have greater job security than employee(s) in the temporary service.

- 35.09 (a)** In the event that an employee in the permanent service displaces an employee in the temporary service, he/she shall retain his/her permanent status.
- (b) If a position in the original classification from which the employee in the permanent service was displaced becomes available such employee in the permanent service in a temporary position shall, be placed in said position, without regard to the provisions of Article 15, Job Postings, following consultation with Local 79.
 - (c)
 - (i) if while occupying a temporary position, a vacant permanent position for which the employee possesses the necessary qualifications becomes available in the same wage grade, they shall subject to clause 35.05, be placed in said vacant permanent position without regard to the provisions of Article 15, Job Postings following consultation with Local 79.
 - (ii) subject to clause 35.09 (c) (iii), if while occupying a temporary position a vacant permanent position in a lower wage grade, for which the employee possesses the necessary qualifications becomes available, they shall be subject to clause 35.05, be placed in said vacant permanent position without regard to the provisions of Article 15, Job Postings following consultation with Local 79.
 - (iii) if while occupying a temporary position, a vacant permanent position in a

lower wage grade as in 35.09 (c) (ii) above, becomes available, the employee shall have the right to refuse only once.

- (d) TCHC shall exhaust transfer requests of more senior employees in the same classification under Article 14.02 prior to placing said employee.

35.10 (a) If as a result of the application of Article 35, an employee is placed in a position in a lower wage grade such employee, will continue to receive the hourly rate he/she was receiving prior to placement under Article 35. This rate protection will extend for the thirty-five (35) month period immediately following the date he/she was placed in the lower wage grade (Wage Protection Period). Following the expiry of the wage protection period, the employee will then receive the actual hourly rate of his/her new position. The change in hourly rate will be effective the first day of the pay period following the expiry of the Wage Protection Period. In those cases where an increment structure would apply, no further increments applicable to the former position of the employee in the permanent service shall be granted following his/her reassignment.

- (b) The employee in the permanent service placed pursuant to 35.10 (a) will receive a lump sum retirement payment, provided both the following conditions are satisfied:
 - (i) the employee retires in the twenty-five (25) month period immediately following the above noted Wage Protection Period, and;
 - (ii) the employee retires from the position to which he/she was placed/re-matched.

The lump sum retirement payment shall be equal to the difference between the rate the employee was receiving prior to his/her reassignment and the rate applicable to his/her reassigned position for all regular hours worked, and shall be considered pensionable earnings.

35.11 Subject to clause 35.08, the parties agree in principle that employee(s) in the temporary service shall be laid off prior to any employee in the permanent service being laid off. However, an employee in the permanent service will not displace an employee in the temporary service who has less than six (6) weeks remaining in his/her contract of employment.

35.12 Notwithstanding Article 15 (Job Postings), prior to posting a position, TCHC shall ensure that there are no employees on the recall list who could be recalled to such assignment/position.

35.13 (a) If and when any assignment/position becomes available, employee(s) in the permanent service who have been laid off under this Article shall be recalled, provided that not more than twenty-four (24) months have elapsed from the date they were laid off. Recall shall be to any assignment/position for which they have the qualifications to perform the work, and to a wage grade equal to or lower than that from which they were laid off, in order of seniority.

- (b) Employee(s) in the permanent service shall have the right to refuse recall on one (1) occasion only to any job classification, except the job classification from which they were initially laid off, within the twenty-four (24) month period identified in clause 35.13(a). Upon the second refusal clause 20.02 (iv) of the Collective Agreement shall apply and their name shall be removed from the recall list.

- (c) Employee(s) in the permanent service who are recalled to an assignment/position in a lower classification shall maintain their pre-layoff rate of pay in accordance with clause 35.10.

35.14 All offers of recall shall be made by phone and confirmed in writing by registered mail to the last phone number and address on record with the Employer. The notification will confirm the following: the job classification, the wage grade, the hours of work, the work location, hourly wage, the date of return, a TCHC contact phone number and a form to indicate the employee's acceptance or refusal. The employee shall have up to ten (10) working days to either report for work or advise the employer that they are declining the offer of recall. The ten (10) working day period shall commence either from the date where the employee is directly contacted by telephone or failing that, the date on which the written notification was registered.

Should the employee not report for work or respond within the said ten (10) working day period the provisions of clause 20.02 shall apply and their name shall be removed from the recall list. A copy of the written confirmation indicating the employee's acceptance or refusal shall be provided to the union. The employer will consider an extension to such timelines when raised by the Union on behalf of a member.

35.15 The Union shall have the right to monitor the layoff, placement, displacement and recall procedures and shall be provided with all relevant documents necessary to accomplish this process. The Union shall be notified by TCHC and shall have the right to attend any meetings TCHC holds with affected employees during the processes under this Article.

35.16 Prior to any grievance being filed, should any concerns or disputes arise out of the application of this Article, the Director of Labour Relations or Designate shall meet with the representatives of Local 79 within ten (10) calendar days of the receipt of the concerns or disputes.

Article 36 - HEALTH & SAFETY

36.01 It is the responsibility of TCHC to provide a safe and healthy environment in which to work. Most health hazards and personal injuries in the workplace are preventable. The prevention of such incidents requires the continuation of a coordinated health and safety program, consistent with the past practice and the applicable safety legislation of the Province of Ontario.

The objective of the program shall be to implement appropriate preventative and remedial measures in order to reduce or eliminate health hazards and personal injuries in the workplace, and to provide safe and healthful working conditions for all employees. This can be accomplished through the continuing promotion of accident prevention and safe working habits by management, employees and joint health and safety committees.

36.02 Where upon written advice by her physician it is determined that a pregnant employee's health and/or pregnancy may be jeopardized if she were to continue to perform the full duties of her regular position, TCHC shall, where possible, either temporarily modify the duties of her current position in a manner that would allow her to safely perform the work or assign her to such alternate work for which she is qualified, with no loss of pay, provided that such work is available.

Traumatic Incident/Accident

36.03 An employee who, in the course of their duties, is witness to or involved in a traumatic incident or accident, shall report the incident in detail to the Supervisor or Manager. Should the employee determine that he/she is unable to complete the remainder of their work day; the employee shall be allowed to leave work and shall be paid for the remainder of the day.

For each stress claim TCHC shall complete the appropriate WSIB documentation if the traumatic or serious incident results in an absence from the workplace beyond the day of the incident, or necessitates health care intervention.

Critical Incident Response

- 36.04 (a)** TCHC will provide Local 79 with a copy of their Critical Incident Procedure and any amendments thereto.
- (b)** In the event of a critical incident in a TCHC workplace or in a TCHC community in which Local 79 employees are expected to respond, TCHC shall, in instances where it deems appropriate, provide the following:
- Debriefing for employees, in a timely manner, in which employee attendance shall be encouraged; and
 - Crisis Counselors shall be made available in the workplace, as quickly as possible;
- (c)** Notwithstanding clause 36.04 (ii), TCHC shall provide the services stated herein upon employee(s) request. TCHC shall also make its best efforts to ensure that staff are aware of the EAP benefit coverage as well as how to access the service.
- 36.05** Upon request TCHC will provide updated copies of the Workplace Risk Assessments and Safety Plans to Local 79.
- 36.06** TCHC agrees to provide separate facilities for TCHC staff only, where possible.
- 36.07** Local 79 agrees to participate in the Central Occupational Health and Safety coordinating Committee.
- 36.08** TCHC is prepared to attach the current Health and Safety Terms of Reference to the Collective Agreement as an information item only, upon the understanding that said procedure does not form part of the Collective Agreement.

Notwithstanding the fact that the parties agree that the foregoing procedure does not form part of the Collective Agreement in the event that a difference arises relating to the interpretation, application or administration of said procedure the following expedited dispute resolution procedure shall be followed:

- (a)** Either party shall have the right to refer the matter to TCHC's Director of Labour Relations or Designate and to the President of Local 79, or their respective designates, for immediate discussion and speedy resolution;
- (b)** In the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration;
- (c)** If either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:
- | | | |
|---------------|------------|----------|
| G. Lee | J. Johnson | M. Nairn |
| R. Goodfellow | J. Parmar | |
- (d)** The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

- (e) If none of the Arbitrators named are available to satisfy the time limits agreed between the parties, the parties shall jointly select an alternate arbitrator with an availability that meets the parties' time limits.

Local 79 Corporate Health and Safety Representatives

- 36.09 (a)** The Local 79 Corporate Health and Safety representative shall be granted access to the workplace for the purpose of acting as a resource to the Local 79 member/local certified member.
- (b)** Prior to their attendance at the work site the Local 79 Corporate Health and Safety representative shall advise the manager of the work site accordingly.
- (c)** The Local 79 Corporate Health and Safety representative may either by invitation of the joint co-chairs or by providing advance notice to the co-chairs have the right to attend TCHC workplace Health and Safety meetings to act as a resource to CUPE Local 79 members.

Letter of Intent - DOMESTIC VIOLENCE/WORKPLACE VIOLENCE AND HARASSMENT

a) Workplace Harassment and Violence:

TCHC agrees to meet its legal obligations under the *Occupational Health and Safety Act* with respect to violence and harassment in the workplace as established in TCHC's Workplace Violence and Workplace Harassment Policy and Guidelines for Implementing Workplace Violence and Harassment Policy, Guidelines for Addressing Domestic Violence in TCHC & Subsidiaries Workplaces outlined in the policy section contained herein.

TCHC will provide employees with information and instruction that is appropriate based on the contents of established policy and program guidelines.

b) Joint Program Review and Continuous Improvement:

TCHC and the Union agree to establish a working group with the Joint Health and Safety Coordinating Committee to review the content of TCHC's policies and guidelines concerning workplace violence and harassment on an annual basis, or as often as is necessary to ensure workers are protected from workplace violence and harassment.

All reports and records of workplace violence events previously submitted to the JHSC Coordinating Committee may be requested by the working group, including the results of the most current workplace violence risk assessments. The working group or JHSC Coordinating Committee or Union may submit written recommendations for procedural improvements or additional workplace violence controls to the TCHC for incorporating into existing policies and procedures.

c) Domestic Violence:

TCHC will take all precautions reasonable in the circumstances for the protection of workers from domestic violence occurring in the workplace.

d) Support and Counseling:

- i. TCHC agrees that support and resources for victims of domestic violence will be made available under TCHC's Employee Assistance Program.

- ii. TCHC agrees to provide employees who are victims of domestic violence with reasonable opportunity to access external domestic violence support resources using TCHC technology resources.
- iii. TCHC agrees that where employees are subject to workplace violence that results in disablement, disease, or traumatic mental stress they will receive benefits as entitled under the *Workplace Safety and Insurance Act*.
- iv. TCHC agrees that requests for vacation, lieu time, leaves of absence submitted by employees in order to deal with issues related to this Letter of Intent shall not be unreasonably denied.
- v. TCHC agrees that consideration will be given when issues related to work performance could be directly attributed to issues covered in this Letter of Intent. Any remedial action to be taken by Management may be held in abeyance for an agreed to time frame. The Union agrees that it will not raise issues related to timelines when TCHC takes this action.

The Workplace Violence and Workplace Harassment Policy, is found in the Policy Section of the Collective Agreement for information purposes only; however, TCHC reserves the right to amend the policy from time to time at its sole discretion.

Article 37 - EMPLOYMENT EQUITY/DIVERSITY

37.01 The Union recognizes TCHC's Workplace Diversity Policy which supports creating a workforce which is reflective of the City of Toronto's diversity. To better reflect the communities we serve, the parties agree to work in partnership in order to eliminate barriers to recruitment, hiring, promotion and retention and ensuring balanced representation of all groups at all levels of the organization.

Article 38 - WORKPLACE EDUCATION AND TRAINING

38.01 TCHC and Local 79 recognize that it is in the interest of both parties to provide employees of TCHC with training opportunities. In this regard, representatives from TCHC and Local 79 shall meet to discuss and make recommendations that will lead to the development and implementation of various training programs/initiatives including but not limited to the following:

Educational workshops including the Collective Agreement, health and safety, pensions, harassment, discrimination, human rights, conflict resolution, problem solving, investigations, and others.

Article 39 - LABOUR- MANAGEMENT COMMITTEE

39.01 A Labour-Management Committee shall be established to discuss topics of general and/or specific interest to the parties. The Committee shall be comprised of not more than four (4) representatives from both TCHC (including subsidiaries within which Local 79 members are employed) and Local 79. Its purpose will be to provide an outlet for the exchange of ideas between TCHC and Local 79 and it shall, from time to time, as it sees fit, make recommendations which will make for a greater degree of co-operation and understanding between the parties concerned.

The Committee may, upon agreement, establish sub-committees for the purpose of examining and reporting back to the Labour-Management Committee in respect of such matters as the Labour-Management Committee may so direct.

An agenda of the subjects to be discussed will be submitted at least five (5) working days before the day agreed upon for the meeting. The Labour-Management Committee shall meet as required upon

notification by either party, but in any event, the Committee shall meet at least once every three (3) months.

39.02 Workload Complaints

- (a) Any employee, or group of employees, wishing to raise an individual complaint regarding workload will speak to their immediate Supervisor/Manager. The Supervisor/Manager shall meet with the employee(s) within ten (10) working days of the complaint being raised to attempt to resolve the issue(s). It is understood that there may be circumstances where flexibility is required. In these circumstances, the parties shall work together to ensure the meeting is held in a timely manner. Issues that are not resolved to the satisfaction of the employee(s), or the employee(s) has not had a response from their Supervisor/Manager within the ten (10) working days, the employee(s) may file a workload complaint form and forward it to the Representatives from Local 79 who attend the Labour Management Meeting. The complaint will then be tabled as an agenda item for the next Labour Management Meeting. The employee(s) shall attend the Labour Management Meeting to present his/her concerns and to respond to questions from the joint Labour Management Committee. TCHC shall ensure that the employee or group of employees attending the Joint Labour Management Committee shall be afforded the time required to attend. TCHC shall respond in writing to Local 79 and the employee(s) who raised the complaint within twenty (20) days of the last meeting where the complaint was last discussed. The response will address each concern raised by the employee(s) concerned and TCHC's strategies for resolving the issues raised.

Workload Review Form

- (b) No workload complaint submitted by an employee(s), or group of employees will be reviewed at the Labour Management Meeting unless first raised to their immediate Supervisor/Manager. Employee(s) may have the assistance of a Local 79 Steward in raising such concerns.
- (c) The aforementioned Workload Complaint will be submitted to the Labour Management Committee on the Workload Review Form attached as Appendix 'G' to the Collective Agreement.

Letter of Intent - WORKLOAD REVIEW

Within ninety (90) days of implementation of the realignment/restructuring of any Divisions in which there are Local 79 employees, representatives of Local 79 and TCHC will meet to discuss and review workload issues that may exist. The parties agree to meet for the required number of days to resolve the issues related to workload including, but not limited to;

- Process for identifying workload issues
- Portfolio size
- Customer Service
- Workload Volume
- Role and workload of the affected employees
- And other such topics as determined by the parties

The parties agree to advise affected employees of the issues related to workload that they have agreed to review. The parties also agree to provide periodic progress updates to affected employees. The parties further agree to jointly communicate any changes that will be implemented as a result of the workload review.

Article 40 - LETTERS OF INTENT

40.01 Unless otherwise specified, all letters of intent shall form part of the Collective Agreement.

Letter of Intent - SPECIAL NEEDS SUPPORTS

Local 79 and TCHC agree to meet at their Labour Management meeting to discuss the provision currently in place for accommodation of special needs.

Letter of Intent - PART-TIME APPENDIX

The parties agree that a Part-Time Appendix will be negotiated which shall be applicable to those employees performing duties for less than full-time hours and/or on a seasonal basis.

The parties agree to meet within 120 calendar days of the ratification of this Collective Agreement to negotiate an Appendix to the Collective Agreement which shall constitute those provisions/entitlements which are not covered by, or which are exceptions to, the main Collective Agreement.

Should the parties be unable to come to agreement within 30 calendar days of the first meeting referred to above, the outstanding issues will be placed before Arbitrator *Janice Johnston* for final and binding resolution. The Arbitrator shall have the full and final authority to dispose of all matters not previously agreed to by the parties, including the inclusion or exclusion of language/provisions to the Part-Time Appendix.

Letter of Intent - CCTV DEVICES

The intent of the CCTV devices in the offices is for the security of employees in the workplace.

TCHC agrees to re-submit the CCTV policy to the Health and Safety committee for review. Local 79 may designate an additional representative to attend for the purposes of reviewing this policy.

TCHC agrees to inform Local 79 employees when installing new CCTV devices in their specific workplace.

TCHC agrees to orient Local 79 employees on current locations of CCTV devices, where they exist, in their specific offices.

TCHC agrees to post the policy on CCTV devices on the intranet.

Cameras are typically installed on exterior; front and rear entrances, roof areas with tenant access, playgrounds, parking garage entrances, underground and exterior parking lots and sidewalk areas.

They are typically installed in interior; lobbies, enterphone areas, mail slot areas, laundry pay station areas, elevator lobbies, laundry rooms, CCTV secure rooms, in some stairwells and sometimes inside elevators.

We estimate that 50% of the cameras are interior and 50% are exterior and parking garages.

Article 41 - REVIEW OF TEMPORARY EMPLOYEES

41.01 A review of employees in the temporary service shall take place once per calendar year. The effective date of the review shall be September 1st of each year. Where it has been determined that an employee in the temporary service has been continuously employed for longer than one (1) year as of the date of the review, the status of the position will be reviewed with the Union and

TCHC, and if TCHC intends to continue to fill the position, the position will be filled as a permanent position in accordance with the provisions of Article 15, unless the position is one to which an employee in the permanent service has claim or the position is expected to be eliminated in the near future.

Article 42 - RETURN TO WORK/ REHABILITATION PROCEDURE

42.01 While participating in a temporary modified work program, the employee will:

- (a) Receive their pre-injury hourly rate of pay for the hours worked throughout the duration of the temporary modified work assignment;
- (b) For the hours not worked, the employee may receive sick credits in accordance with the Collective Agreement or insurance benefits or WSIB loss-of-earnings benefits depending upon their availability and eligibility.

Non-Occupational Disability

42.02 Employees with permanent limitations, resulting from a non-occupational disability who are accommodated in alternate positions, will receive their pre-accommodation rate of pay for the first two years. Upon conclusion of the two (2) year period the employee's placement will be reviewed. Should the employee not be able to be accommodated in their pre-injury classification they shall be paid the rate for the classification they are to be accommodated in.

Occupational Disability

42.03 Employees with permanent limitations, resulting from an occupational disability, will immediately be paid the wage rate for the alternate position and will receive permanent loss-of-earnings in accordance with *Workplace Safety and Insurance Act*, if there is a wage loss, provided that the employee's earnings shall not be less than their pre-injury earnings.

Medical Documentation

42.04 Where they are not covered by the WSIB or an insurance carrier, TCHC will pay the cost of medical/functional documents required for the participation in modified work programs.

Accommodation

42.05 For either Temporary or Permanent modified work, after exhausting opportunities in the employee's own classification and Division, it may be necessary for the employee to accept a change in occupation to provide necessary accommodation subject to the conditions of the Collective Agreement and the requirements of the *Ontario Human Rights Code*.

The TCHC Return to Work/ Rehabilitation Procedure, as referenced in this Collective Agreement will be followed in all instances in accordance of the applicable statutes and the *Ontario Human Rights Code*.

42.06 TCHC is prepared to attach the current Return to Work/Rehabilitation Procedure to the Collective Agreement as an information item only, upon the understanding that said procedure does not form part of the Collective Agreement.

Notwithstanding the fact that the parties agree that the foregoing procedure does not form part of the Collective Agreement in the event that a difference arises relating to the interpretation, application or administration of said procedure the following expedited dispute resolution procedure shall be followed:

- (i) either party shall have the right to refer the matter to TCHC's Director of Labour Relations or Designate and to the President of Local 79, or their respective designates, for immediate discussion and speedy resolution.
- (ii) in the event that the matter is not resolved within five (5) working days from the date of this referral, then either party shall have the right to refer the issue(s) in dispute to expedited arbitration.
- (iii) if either party refers the matter in dispute to an expedited arbitration process, the dispute shall be heard by any of the following arbitrators who is available to hear the matter within ten (10) days of its referral:

G. Lee	M. Nairn
J. Johnson	D. Starkman
M. Timms	
- (iv) The arbitrator's decision shall be rendered, with or without reasons on the same day that the dispute is heard, with reasons to follow. The parties will jointly advise the arbitrator of the need for an immediate decision.

Article 43 - ACCESS TO BOARD OF DIRECTORS AND BUDGETS INFORMATION

43.01 The Union shall be placed on distribution lists with respect to Board of Directors, and the Committees of the Board for TCHC and Access Housing Connections Inc. The Union shall be provided with copies of all public agendas and supplemental agendas, public attachments, certificates of amendments and minutes for Board of Directors, and the agendas and reports of Committees of the Board for TCHC and Access Housing Connections Inc.

The Union will also be placed on the public distribution list with respect to the TCHC and Access Housing Connections Inc. capital and operating budget.

Said information shall be made available to the Union at the same time it is made available to the public.

Article 44 - PART TIME PROGRAM FOR PERMANENT FULL TIME EMPLOYEES

Part-Time Program

44.01 The intent of this part-time program is to enable permanent full-time employees to work part-time hours on a temporary basis.

- (a) It is understood that this Article represents all of the terms and conditions applicable to this Part-Time Program for permanent full-time employees.
- (b) An employee who participates in this Part-Time Program will retain all rights and benefits that he/she has accumulated prior to entry into the program. The applicability of such rights and benefits while participating in this program will be determined in accordance with this Article.
- (c) Items/clauses not specifically contained/outlined in this Article are to be covered elsewhere in the full-time Collective Agreement.
- (d) Prior to a full time employee agreeing to participate in the Part-Time Program, TCHC shall furnish the employee with a detailed calculation of all payroll deductions applicable,

including the cost of benefits, so that the employee is fully aware of his/her additional costs associated with the part time work. Further, prior to an employee agreeing to participate, TCHC shall explain to the employee the effects of his/her participation in the Part-Time Program with respect to WSIB, EI, sick pay gratuity, LTD and pension.

Term

44.02 The initial length of participation in the Part-Time Program will be for a minimum of six (6) months and a maximum of two (2) years unless there is mutual agreement between the employee and his/her Division Head for a period shorter than six (6) months. Employees may submit a written request for continued participation in the Part-Time Program at least two (2) months prior to the end of their term. If the Division Head can approve the request, and no other employee has requested entry into the part-time program, the employee may be granted an extension to the part-time program at six (6) month intervals.

If multiple requests for the part-time program are submitted and not all can be approved, requests will be granted based on seniority. If an employee's request for the part-time program, either at entry or extension of term, cannot be granted at his/her work location, the employee may be placed at another work location, with mutual consent. Once an employee has been accepted into the Part-Time Program, they will commence working part time hours at the beginning of the next pay period or scheduling period.

Eligibility

44.03 (a) This Part-Time Program shall be available only to a full-time employee in the permanent service within the Local 79 full time Bargaining Unit.

(b) Participants in the Part-Time Program will have regularly scheduled hours of 14, 21, 28, 35, 42, 49, 56 hours per bi-weekly pay period or such other schedule as may be agreed to by the parties.

Entry into the Part-Time Program

44.04 (a) Should an employee wish to participate in the Part-Time Program, such employee must submit his/her request in writing to his/her Division Head concerned outlining the details of the part time work he/she is requesting. The Division Head shall respond in writing within thirty (30) calendar days of receipt of the request.

(b) The Division Head will then meet with the employee in order to explore the possibility of approving the request.

(c) Should the Division Head be unable to grant the request, the employee shall be advised in writing of the reason(s) therefore. Said decision shall be at the sole discretion of the Division Head and shall not be unreasonably denied.

(d) When a request is granted, the employee will have a regular schedule as set out in 44.03(b) above and approved by the Division Head in consultation with the employee concerned. The number of hours per day and the number of days per bi-weekly pay period shall be regularly scheduled. Any changes to the regular schedule shall occur with the mutual consent of the employee and his/her Division Head. Failing mutual consent, the final approval of the schedule shall be at the sole discretion of the Division Head. The employee's schedule shall remain in effect for the duration of the term of their participation in the Part-Time Program unless the Division Head gives the employee four (4) weeks' notice in writing that his/her schedule is being changed. If a temporary change in schedule is necessary due to an emergency the employee will be provided with as much notice as is possible.

- (e) Where a request is granted and the Division Head decides to create an additional part time work assignment utilizing the remainder of the employee's former full time weekly hours, this assignment shall be made available first to staff who have previously expressed interest in participation in the Part-Time Program within the same Division. If more than one employee has expressed interest, then participation shall be granted in seniority order. If no one has expressed an interest in participation, then the assignment shall be advertised in the Division concerned for a period of ten (10) working days setting out the details of the assignment and the process for making application. The assignment will be filled in seniority order.
- (f) An employee who has participated in the Part Time Program and has reverted to his/her full time position may request re-entry into the program after a six (6) month period.

Reversion to full-time Employment

44.05 Any employee participating in this program may return to his/her former full-time position by providing the Division Head with three (3) months' notice in writing of his/her desire to effect such reversion. Subject to there being mutual agreement between the employee and the Division Head the notice period referred to herein may be reduced or extended. The reversion shall be effective the first of the pay period or scheduling period following the expiry of the notice period.

Seniority and Service

44.06 Seniority and service shall be in accordance with the full-time Collective Agreement.

Benefits

44.07 The following plans, as described in the Local 79 full-time Collective Agreement, shall be available to employees who participate in this Program:

- (a) Extended Health Care Benefits
- (b) Dental Benefits
- (c) Long Term Disability - Said benefit shall be based on the employee's estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.
- (d) Group Life Insurance - Said benefit shall be based on the employee's estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.
- (e) Accidental Death and Dismemberment Insurance - Said benefit shall be based on the employee's estimated part-time annual income, which shall be calculated on the basis of the number of regular hours such employee works bi-weekly.

With the exception of the premiums for Long Term Disability, Group Life Insurance and Accidental Death and Dismemberment Insurance, where such employees elect to participate and authorize a payroll deduction for his/her share of the premiums; the Employer shall pay a pro-rata portion of the premiums based on the following schedule:

Employee's Bi-Weekly Hours Worked

<u>Hours</u>	<u>TCHC Pays</u>	<u>Employee Pays</u>
14	20%	80%
21	30%	70%
28	40%	60%
35	50%	50%
42	60%	40%
49	70%	30%
56	80%	20%

Where the agreed to schedule of hours by the parties differs from the above, the pro-rata portion of benefits will be calculated by Payroll and Benefits Unit and shall reflect the above formula.

For purposes of this benefits section, "hours worked" shall include paid time off on sick leave, vacation, scheduled Designated Holidays or while in receipt of Workplace Safety and Insurance benefits.

An employee participating in this Part-Time Program who is in receipt of Long Term Disability benefits will continue to be eligible for the benefit coverage in accordance with the above schedule based on his/her pro-rata schedule on the date of his/her total disability.

TCHC will pay 100% of the Long Term Disability Insurance, Group Life Insurance Premiums and Accidental Death and Dismemberment Insurance for employees who qualify for benefit coverage.

Notwithstanding the employee's placement on the schedule referred to in clause 44.07, in the event an employee works any hours in excess of his/her bi-weekly schedule, the employer will calculate their premium payments on a pro-rata basis to reflect the additional hours worked, utilizing the formula in this clause.

Any and all benefits that require the employee to contribute are optional except pension.

If an employee elects to participate, coverage shall commence the first day of the month following enrolment and payroll deductions shall commence on the first pay period in that month.

An employee who wishes to terminate his/her participation in any or all of the plans must do so in writing, giving at least thirty (30) days' notice.

Vacations

44.08 An employee shall be entitled to vacation in accordance with his/her previous years' service in accordance with Article 10 of the full-time Collective Agreement.

Vacation entitlement will be based on calendar year service.

Vacation pay will be pro-rated in accordance with an employee's paid hours or hours deemed to have been paid. Paid hours will not include any overtime hours.

An employee's vacation with pay earned in the year previous to commencing participation in the Part-Time Program shall not be affected and may be taken in the normal way.

Leaves of Absence

44.09 Leave(s) of absence shall be in accordance with the full-time Local 79 Collective Agreement.

Sick Pay

- 44.10 (a)** Each employee shall receive sick pay credits according to the employee's paid hours using the formula of .06897 hours of sick pay credits for each paid hour, to a maximum of 126 hours per year. Scheduled days off will not be considered as breaking a month's service.
- (b)** Except as provided above, the payment and accumulation of sick pay shall be governed by the terms of the Local 79 full-time Collective Agreement with any necessary changes being made.
- (c)** Sick Pay Gratuity shall be applicable in accordance with the terms of the full-time Collective Agreement with any necessary changes being made.

Designated Holidays

- 44.11 (a)** Clauses 9.01(a), 9.01(b) and 9.01(c) of the Full Time Collective Agreement shall be applicable to participants in this Part Time Program.
- (b)** An employee who is not required to work on a designated holiday shall be entitled to payment for the holiday provided:
- (i)** Such employee worked or was paid at least 8 shifts during the two pay periods immediately preceding the holiday, and
- (ii)** Such employee was scheduled to work in the week before and/or the week after the holiday, and they do in fact report for work as scheduled on their last day before the holiday and on their first scheduled day after the holiday, unless they are absent due to illness, injury or on approved leave.
- (c)** Holiday pay for employees who work shifts of less than seven (7) hours shall be the average of the paid straight-time hours of all shifts worked in the two pay periods preceding the holiday.
- (d)** In accordance with the full-time Collective Agreement, where such employees work on a designated holiday, they shall in addition to the holiday pay outlined above, be paid at the rate of two (2) times his/her regular rate for all hours worked.
- (e)** Where an employee has agreed to or is scheduled to work on a designated holiday and fails to do so for reasons other than illness, such employee shall forfeit the pay for that designated holiday.
- (f)** Any employee who does not qualify for designated holiday pay in accordance with clause 44.11(d) above shall be paid designated holiday pay in accordance with the *Employment Standards Act*, 2000, as amended as follows:
- (i)** An employee who is not required to work on a designated holiday as defined in clause 44.11(a) shall be entitled to payment for the designated holiday provided that he/she works the entirety of his/her regularly scheduled shift immediately before and after the designated holiday.
- (ii)** Notwithstanding clause 44.11(f) (i), where an employee demonstrates reasonable cause for not attending the shift before and after the designated holiday as required in clause 44.11(f) (i), he/she shall qualify for designated holiday pay.

- (iii) An employee who is required to and actually works the entirety of his/her shift on a designated holiday shall be paid designated holiday pay plus double time (2X) for all hours worked on the designated holiday.
- (iv) Notwithstanding clause 44.11(f) (iii), where an employee demonstrates reasonable cause for not attending work as required in clause 44.11(f) (iii), he/she shall qualify for designated holiday pay.
- (v) The designated holiday pay referred to in clause 44.11(f) shall be calculated in accordance with the *Employment Standards Act, 2000*, as amended as follows:

Add all the regular wages and vacation pay payable in the four (4) work weeks before the work week in which the designated holiday occurred and divide this sum by twenty (20).

- (g) Each employee shall be granted one (1) floating holiday per year in each calendar year, which will be taken at a time that is compatible with the operational requirements of the Division concerned.

Overtime Pay

44.12 Each employee shall be paid at the rate of time and one half (1 ½) for all time worked in excess of seven (7) hours per day or where applicable 35 hours per week.

Shift Bonus

44.13 Shift bonus shall be in accordance with Article 7 (Premium Pay Provisions) of this Collective Agreement.

Grievance Procedure

44.14 The time limit for filing and/or forwarding a grievance to Step 2 shall be twenty (20) days. Other than the foregoing, the Grievance Procedure provisions of the Local 79 full-time Agreement shall apply with any necessary changes being made.

Lunch and Rest Periods

44.15 Lunch and rest periods, where applicable, shall be in accordance with the Local 79 full time agreement with any necessary changes being made.

OMERS

44.16 Employees who participate in this Part-Time Program must continue to make pension contributions in accordance with provisions of the OMERS regulations with respect to those persons designated as "Other Than Continuous full-time or OTCF".

For greater clarity, contributory earnings shall be as defined in the OMERS Regulations and shall be annualized for the purposes of determining pensionable earnings.

Credited Service will be based on total hours paid (excluding overtime hours) divided by the total number of regular hours normally paid multiplied by 12.

Workplace Safety and Insurance Benefits

44.17 (a) Where in an action or by settlement of a claim arising out of an accident of an employee of TCHC who is participating in this Part-Time Program, TCHC recovers from a third person as the result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee including the costs of the services of TCHC Solicitor, the surplus amount shall be allocated by TCHC in accordance with the requirements of the *Workplace Safety and Insurance Act, 1997 S.O. 1997*, as amended.

- (b) An employee who is injured on duty in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall receive compensation directly from the Workplace Safety and Insurance Board, the amount of which will be determined by the *Workplace Safety and Insurance Act, 1997, S.O. 1997*, as amended and the Regulations.
- (c) An employee, who sustains a WSIB compensable injury and, as a result, must leave work before the end of his/her shift, shall be paid to the end of the shift.
- (d) Notwithstanding anything herein contained in this Program, where an employee is absent due to a WSIB compensable injury, such employee shall upon their return to work, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid straight time hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked.
- (e) An employee who sustains a WSIB compensable injury shall continue her/his regular benefits and be given equivalent credit while on WSIB.

44.18 TCHC and Local 79 shall meet within 90 days of ratification to determine the timetable for providing the Union with a list of Part-Time Program participants, their Division, classification and the number of hours the employee(s) are working. The status of the employee's residual hours may be an agenda item at Labour-Management Committees and every effort will be made to provide the information.

If at any time the parties find it necessary to amend the terms of this Program in order to address any unanticipated matters that may arise, the parties agree to meet to discuss any such matter(s) and provided there is mutual agreement, effect any such amendment(s) that may be appropriate.

Article 45 - LEGISLATIVE CHANGE

45.01 In the event that the local, regional, provincial and/or federal governments propose or enact legislation, policy or regulations that are of concern to either party, the parties shall meet within thirty (30) days of either party becoming aware of the proposed legislation, policy or regulations to develop a plan of action to effectively deal with the impact of such legislation.

Article 46 - PRESERVATION OF TCHC PROGRAMS

46.01 The Parties agree to establish a joint Local 79-TCHC committee to review all operations and services and explore the feasibility of contracting work in and of returning work to the bargaining unit which has presently been contracted out and/or was previously done by members of the bargaining unit or could be done by members of the bargaining unit.

Article 47 - ACCESS TO TCHC POLICIES/PROGRAMS

47.01 Corporate policies/programs affecting Local 79 members shall be posted on TCHC Intranet. Where divisional policies conflict with the corporate policy, the corporate policy shall prevail.

Article 48 - TECHNOLOGICAL CHANGE

48.01 Both TCHC and Local 79 have shared interest in ensuring that its employees/members are provided with information and training in a consistent manner when significant technological change is introduced.

Where TCHC introduces technological change that significantly alters the way that Local 79 members perform their work and/or will require significant training to ensure that they are able to do their work safely and efficiently TCHC will;

- (a)** Engage Local 79 in a full discussion forthwith and in any event within sixty (60) days prior to the introduction of such change(s).
- (b)** Provide Local 79 with the following information:
 - (i)** the nature if the technological change;
 - (ii)** the estimated date the proposed technological change will be implemented;
 - (iii)** the approximate number, classification and location of employees likely to be affected by the technological change; and
 - (iv)** the anticipated effect of the technological change in the work performed.
- (c)** Prior to implementation Local 79 will be provided with the names of affected employees.
- (d)** Provide any training and/or mentoring that may be necessary for the affected employee(s) to acquire the skills necessary to perform their duties in a safe and effective manner.

Article 49 - ABSENCES FROM WORK

49.01 Unless otherwise specified in this agreement requests for lieu time, vacation time, floating holidays and any other type of leaves of absence will be granted provided that TCHC can meet its business requirements and commitments.

SCHEDULE A - WAGE SCHEDULE

LOCAL 79 AND TCHC

The following is the Wage Schedule (Schedule A) for the years – January 1, 2012 – December 31, 2012, January 1, 2013 – December 31, 2013, January 1, 2014 – December 31, 2014, January 1, 2015 – December 31, 2015.

The parties understand and agree that errors and omissions shall be identified at the earliest opportunity and, if unresolved, any dispute may be the subject of a grievance or an action at the Ontario Labour Relations Board.

The wage and salary information is based on positions in effect as of January 1st, 2012. Any change to the position information and rates set out in this Schedule, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement.

POSITION(S)	WAGE GRADE	STEP	Jan 1/12 Hourly Wage 0%	Jan 1/13 Hourly Wage 1.5%	Jan 1/14 Hourly Wage 2%	Jan 1/15 Hourly Wage 2.25%
Building & Community Facilitator *	BCF79	1				16.00
Clerk Grade 5	79AW	1	18.93	19.21	19.60	20.04
		2	19.85	20.14	20.55	21.01
		3	20.81	21.12	21.54	22.03
		4	21.77	22.09	22.54	23.04
Office Services Clerk	OA-03	1	22.13	22.46	22.91	23.43
		2	22.57	22.91	23.37	23.90
		3	23.07	23.42	23.89	24.42
		4	23.55	23.90	24.38	24.93
		5	24.06	24.42	24.91	25.47
Clerk Grade 3, Logistics Clerk	79BP	1	22.58	22.92	23.38	23.91
		2	23.56	23.91	24.39	24.94
		3	24.74	25.11	25.61	26.19
		4	26.19	26.59	27.12	27.73
Data Entry Clerk	OA-05	1	23.32	23.67	24.15	24.69
		2	23.63	23.98	24.46	25.01
		3	24.13	24.49	24.98	25.54
		4	24.66	25.03	25.53	26.11
		5	25.20	25.58	26.09	26.68
Data Entry Operator, Clerk Typist Level 6, Receptionist	OA-06	1	23.70	24.05	24.53	25.08
		2	24.20	24.56	25.05	25.61
		3	24.69	25.06	25.57	26.14
		4	25.28	25.66	26.18	26.77
		5	25.83	26.22	26.74	27.34

POSITION(S)	WAGE GRADE	STEP	Jan 1/12 Hourly Wage 0%	Jan 1/13 Hourly Wage 1.5%	Jan 1/14 Hourly Wage 2%	Jan 1/15 Hourly Wage 2.25%
Maintenance Enquiry Clerk	OA-06B	1	23.79	24.15	24.63	25.18
		2	24.29	24.65	25.15	25.71
		3	24.79	25.16	25.66	26.24
		4	25.38	25.76	26.28	26.87
		5	25.92	26.31	26.83	27.44
		6	26.68	27.08	27.62	28.25
		7	27.64	28.06	28.62	29.26
Technical Clerk	OA-07	1	24.30	24.66	25.16	25.72
		2	24.86	25.24	25.74	26.32
		3	25.41	25.79	26.31	26.90
		4	26.01	26.40	26.93	27.53
		5	26.64	27.04	27.58	28.21
Support Clerk Level 8, Accounts Payable Clerk, Administrative Assistant Level 8, Maintenance Administrator, Housing Programs Support Clerk, Records Analyst	OA-08	1	25.20	25.58	26.09	26.68
		2	25.74	26.12	26.65	27.25
		3	26.38	26.78	27.31	27.93
		4	26.97	27.38	27.93	28.55
		5	27.63	28.05	28.61	29.25
Clerk Grade 2, Arrears Clerk	79AR	1	25.76	26.14	26.67	27.27
		2	26.37	26.76	27.30	27.91
		3	27.63	28.05	28.61	29.25
		4	28.64	29.07	29.65	30.32
Accounts Clerk, Purchasing Inventory Control Clerk, Accounts Payable Clerk, Purchasing & Warehouse Inv. Clk.	79TE	1	26.00	26.39	26.92	27.53
		2	27.46	27.87	28.43	29.07
		3	28.89	29.32	29.91	30.58
		4	30.36	30.81	31.43	32.14
Secretary to Director (CSU), Administrative Assistant Level 9	OA-09	1	26.39	26.79	27.33	27.94
		2	26.97	27.38	27.93	28.55
		3	27.60	28.01	28.57	29.21
		4	28.21	28.63	29.20	29.86
		5	28.95	29.38	29.97	30.64

POSITION(S)	WAGE GRADE	STEP	Jan 1/12 Hourly Wage 0%	Jan 1/13 Hourly Wage 1.5%	Jan 1/14 Hourly Wage 2%	Jan 1/15 Hourly Wage 2.25%
Tenders Officer	PO1	1	26.94	27.34	27.89	28.52
		2	27.63	28.05	28.61	29.25
		3	28.41	28.84	29.42	30.08
		4	29.24	29.68	30.27	30.95
		5	30.09	30.54	31.15	31.85
Telecommunication Technician	79B7	1	27.33	27.74	28.29	28.93
		2	28.75	29.18	29.76	30.43
		3	30.26	30.71	31.33	32.03
		4	31.85	32.33	32.97	33.71
Administrative Assistant Level 10, Financial Administrator, Landlord Services Clerk, Court Parking Administrator	OA-10	1	27.7	28.11	28.68	29.32
		2	28.40	28.83	29.4	30.07
		3	29.18	29.62	30.21	30.89
		4	29.91	30.36	30.97	31.66
		5	30.71	31.18	31.8	32.51
CCAGT-Call Centre Agent	OA-10B	1	27.80	28.22	28.78	29.43
		2	28.52	28.95	29.53	30.19
		3	29.28	29.72	30.32	31.00
		4	30.02	30.47	31.08	31.78
		5	30.85	31.31	31.94	32.66
CAD Technician	DR3	1	29.14	29.58	30.17	30.85
		2	30.09	30.54	31.15	31.85
		3	31.16	31.62	32.26	32.98
		4	32.14	32.63	33.28	34.03
		5	33.28	33.78	34.45	35.23
Applicant Representative	79CSR	1	29.19	29.63	30.22	30.90
		2	29.93	30.38	30.98	31.68
		3	30.77	31.23	31.86	32.57
		4	31.53	32.00	32.64	33.38
		5	32.37	32.86	33.52	34.27
Clerk Grade 1, Resource Centre Facilitator, Purchase Card Coordinator, Construction Administrator	79AS	1	29.57	30.01	30.62	31.30
		2	30.69	31.15	31.78	32.49
		3	31.86	32.34	32.98	33.72
		4	33.30	33.80	34.47	35.25

POSITION(S)	WAGE GRADE	STEP	Jan 1/12 Hourly Wage 0%	Jan 1/13 Hourly Wage 1.5%	Jan 1/14 Hourly Wage 2%	Jan 1/15 Hourly Wage 2.25%
Coordinator Tenant Participation	SPO	1	29.99	30.44	31.05	31.74
		2	30.74	31.21	31.83	32.55
		3	31.60	32.07	32.71	33.45
		4	32.38	32.87	33.53	34.28
		5	33.25	33.75	34.42	35.20
Sr. Clerk & Technical Support	OA-11	1	30.09	30.54	31.15	31.85
		2	30.98	31.44	32.07	32.79
		3	31.88	32.36	33.01	33.75
		4	32.86	33.35	34.02	34.78
		5	33.89	34.40	35.09	35.87
Sr. Collections Clerk	79AT	1	30.09	30.54	31.16	31.86
		2	30.97	31.44	32.07	32.79
		3	31.88	32.36	33.00	33.75
		4	32.84	33.34	34.00	34.77
		5	33.88	34.39	35.08	35.87
Accounts Analyst, Coordinator Records & Information	79TH	1	30.36	30.81	31.43	32.14
		2	31.77	32.25	32.89	33.63
		3	33.21	33.71	34.38	35.16
		4	34.64	35.16	35.86	36.67
Social Housing Worker	79AK	1	31.17	31.64	32.27	33.00
		2	32.03	32.51	33.16	33.91
		3	33.17	33.67	34.34	35.11
		4	34.14	34.66	35.35	36.14
Tenant Service Coordinator, Rent Supplement Officer, Customer Service Facilitator	79TI	1	31.77	32.25	32.89	33.63
		2	33.21	33.71	34.38	35.16
		3	34.64	35.16	35.86	36.67
		4	36.07	36.61	37.34	38.18
Budget & Costing Clerk, Clerk Support Accounting, Bank Reconciliation Officer, Senior Accounts Clerk, Financial Services Accountant	79TJ	1	33.21	33.71	34.38	35.16
		2	34.64	35.16	35.86	36.67
		3	36.07	36.61	37.34	38.18
		4	37.54	38.10	38.86	39.73

POSITION(S)	WAGE GRADE	STEP	Jan 1/12 Hourly Wage 0%	Jan 1/13 Hourly Wage 1.5%	Jan 1/14 Hourly Wage 2%	Jan 1/15 Hourly Wage 2.25%
Maintenance Analyst,	79TK	1	34.64	35.16	35.86	36.67
Senior Purchasing Agent,		2	36.07	36.61	37.34	38.18
Coord. Accounting Systems,		3	37.54	38.10	38.86	39.73
Assistant Maintenance Spvr., Construction Superintendent		4	38.98	39.56	40.35	41.26
Community Services Co-coordinator	79HP	1	36.07	36.61	37.34	38.18
		2	37.54	38.10	38.86	39.74
		3	38.97	39.56	40.35	41.25
		4	40.39	41.00	41.82	42.76
Desktop Support Specialist, Financial Analyst, System Support Specialist	79TL	1	36.07	36.61	37.34	38.18
		2	37.54	38.10	38.86	39.73
		3	38.98	39.56	40.35	41.26
		4	40.39	41.00	41.82	42.76
Litigation Clerk	79BL	1	36.37	36.92	37.65	38.50
		2	37.71	38.28	39.04	39.92
		3	38.83	39.41	40.20	41.11
		4	40.56	41.17	42.00	42.94
Client Service Agent	79CSA	1	36.64	37.19	37.94	38.79
		2	37.96	38.53	39.30	40.18
		3	39.74	40.34	41.15	42.07
		4	41.53	42.15	42.99	43.96
		5	43.47	44.12	45.00	46.01
Client/Technical Support Analyst, Junior Business Systems Analyst, Business Systems Administrator, Intermediate Software Development	S03	1	36.66	37.21	37.95	38.80
		2	37.97	38.54	39.31	40.20
		3	39.74	40.34	41.14	42.07
		4	41.52	42.14	42.99	43.95
		5	43.46	44.11	44.99	46.00
Operations Support Specialist, Field Service Agent, Laptop Service Agent	79TM	1	37.54	38.10	38.86	39.73
		2	38.98	39.56	40.35	41.26
		3	40.39	41.00	41.82	42.76
		4	41.83	42.46	43.31	44.28

POSITION(S)	WAGE GRADE	STEP	Jan 1/12 Hourly Wage 0%	Jan 1/13 Hourly Wage 1.5%	Jan 1/14 Hourly Wage 2%	Jan 1/15 Hourly Wage 2.25%
Construction Inspector, Mechanical/ Electrical Inspector, Contract Administrator, Capital, Database Administrator/ Software Developer	S04	1	38.56	39.14	39.93	40.82
		2	39.85	40.45	41.26	42.19
		3	41.23	41.85	42.69	43.65
		4	45.05	45.72	46.64	47.69
		5	47.37	48.08	49.04	50.15
Painting Administrator	CPP	1	39.94	40.54	41.35	42.28
		2	41.27	41.89	42.73	43.69
		3	42.70	43.34	44.21	45.20
Elevator Inspector	SS2	1	40.05	40.65	41.46	42.39
		2	41.27	41.89	42.73	43.69
		3	42.70	43.34	44.21	45.20
Technical Support Specialist, Sr. Field Service Agent, Telecommunications Planner	79TP	1	40.39	41.00	41.82	42.76
		2	41.83	42.46	43.31	44.28
		3	43.29	43.94	44.81	45.82
		4	44.71	45.38	46.29	47.33
Coordinator, Technical Support, Senior Software Developer, Data Modeler/Business Analyst	S05	1	42.38	43.02	43.88	44.86
		2	44.35	45.02	45.92	46.95
		3	46.60	47.30	48.24	49.33
		4	48.78	49.51	50.50	51.63
		5	51.57	52.34	53.39	54.59
Systems Integrator, Network Support Specialist, Technology Specialist	79TS	1	44.71	45.38	46.29	47.33
		2	46.16	46.85	47.78	48.86
		3	47.55	48.27	49.23	50.34
		4	49.01	49.74	50.74	51.88

* Building and Community Facilitator - effective May 4, 2015

APPENDIX 'A' - PART-TIME AND CASUAL APPENDIX

between

(The "Employer")

The Toronto Community Housing Corporation

- and -

(the "Union")

The Canadian Union of Public Employees, Local 79

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General (part time & casual)

- (A) Part-time employees are used to supplement full-time employees.
- (B) Work shall be structured to maximize the number of full-time positions.
- (C) No full-time employees shall be laid-off until all part-time employees have been laid-off provided the full-time employee has the ability to perform the job.
- (D) No part-time employee shall be recalled or hired until all full-time employees on lay-off have been recalled.

Section 1

Application of Appendix 'A' (part time & casual)

1 - 1. This Appendix is entered into pursuant to Article 2.03 of the collective agreement and covers employees performing work for less than full-time hours and/or on a seasonal basis.

1 - 2. The following provisions of the collective agreement applicable to full-time employees are incorporated into this Appendix and applicable to employees covered by this Appendix.

Articles 2, 3 (excluding 3.08), 5, 6.08, 16, 18, 23, 24, 25, 26.02, 26.03, 26.04, 26.05, 27, 28, 29, 30, 31, 32, 33, 34, 36, 37, 42, 43, 45, 47 and 49.

1 - 3. The following Letters of Intent applicable to full-time employees are incorporated into this Appendix and applicable to employees covered by this Appendix.

Letter of Intent on Wages and Salaries
Letter of Intent on E-mail Job Postings
Letter of Intent on Scheduling of Examinations
Letter of Intent on Services and Seniority Disputes
Letter of Intent on Information Requests

1 - 4. Nothing contained herein shall be construed as altering the scope of the bargaining unit as set out in Article 2.01 of the collective agreement. For greater clarity nothing contained herein shall be construed as creating a separate bargaining unit comprised of employees covered by this Appendix.

Section 2

Definitions (part time & casual)

The following definitions will apply in interpreting this Appendix:

- 2 - 1. "Service" is synonymous with seniority and shall be defined as all paid hours to a maximum accumulation of eighteen hundred and twenty (1,820) hours per calendar year.
- 2 - 2. "Shift worked on a designated holiday" means a shift where the majority of hours fall within the twenty-four (24) hour period of the holiday.
- 2 - 3. "Full-time Employees" means employees covered by the Collective Agreement, who are permanent or temporary full-time.
- 2 - 4. "Part-time Employee" in this agreement means anyone who works performing the core duties of a full-time position covered by the collective agreement, and is scheduled to work less than 35 hours in a week.
- 2 - 5. "Casual Employee" in this agreement means anyone who is scheduled to work for less than 35 hours a week, or who is not scheduled to work every week of the year, and who is not performing the core duties of a full-time position.

Section 3

Probationary Period (part time & casual)

(Corresponds to Article 4)

- 3 - 1. Notwithstanding anything to the contrary contained in this Agreement, TCHC shall have the exclusive right to discharge employees within the first nine hundred and ten (910) paid hours within the latest period following any severance of employment as defined in Section 8, such period to be called "the probationary period". The probationary period may not be completed while the employee is absent for any reason and in no case shall an employee be required to complete more than one (1) probationary period.
- 3 - 2. An employee who has completed his/her probationary period shall be credited with nine hundred and ten (910) paid hours. The employee shall be notified by TCHC when his/her probationary period has been completed.
- 3 - 3. For purposes of this clause solely, the nine hundred and ten (910) paid hours referred to herein shall not include hours paid while in receipt of Workplace Safety and Insurance Benefits.
- 3 - 4. Where an employee was originally employed as a Part-time or Seasonal employee and is subsequently employed as a full-time employee, such Part-time or Seasonal employment shall count in full towards the probationary period, and such employee shall be entitled to benefits as applicable.

Section 4

Wages and Salaries (part time & casual)

(Corresponds to Article 6)

4 - 1. Wages and classifications shall be as set forth in the schedule attached hereto.

Increments

4 - 2 (A) Employees shall progress through the increment levels as set out in the wage schedules unless the Division Head withholds an increment, in which case the employee shall be advised in writing of the reasons therefore. Increments shall be effective at the beginning of the pay period following the completion of each eighteen hundred and twenty (1,820) paid hours.

(B) Subject to Section 4 - 2(A), 4 - 2(B) and 4 - 3(A), where an employee is assigned to perform the regular duties of a higher-rated position and actually works sufficient aggregate time in such higher-rated position to qualify for an increment or an automatic adjustment, he/she shall be granted such increment effective the beginning of the pay period following the date on which he/she qualifies for the increment.

(C) An employee may qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.

Alternate Rate

4 - 3 (A) Whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift, the employee shall be paid the greater of the following:

(i) Where the job has a single rate (no increments), the rate of the job.

(ii) Where the job has increment steps, the next concurrent step or twenty-five cents (25 cents), whichever is greater but in no case shall an employee be paid in excess of the maximum rate for the higher rated classification.

(B) Subject to Section 4 - 2 (A), 4 - 2 (B) and clause 6.04, where an employee is assigned to perform the regular duties of a higher rated position and actually works sufficient aggregate time to qualify for an increment within the twenty-four (24) month period following the initial assignment to such position, he/she shall be granted such increment effective the beginning of the pay period nearest the date on which he/she qualifies for such increment. In addition to actual time worked, and pursuant to clause 6.05, all time that an employee is absent on paid leave, receiving sick pay in accordance with Section 16 (Sick Pay) or on paid holidays, or paid vacation shall apply towards an employee's aggregate time in qualifying for an increment.

(C) An employee may qualify for any subsequent increments in the same manner as set out above and will begin to accumulate such aggregate qualifying time immediately following the effective date of the initial increment.

All classifications covered by Appendix 'A', other than the Junior Rookie League Champion and Senior Rookie League Champion position, shall receive a wage increase of 1.5 per cent effective on December 31, 2012.

Section 5

Premium Pay Provisions (part time & casual)

(Corresponds to Article 7)

5 - 1. After offering overtime to Full-time members as per Article 7.01 (d), overtime shall normally be on a voluntary basis. It shall be offered in order of seniority, to those who normally perform the work in the work location concerned. In the event that there are not sufficient numbers of employees who accept overtime, the employer may assign persons to overtime in the reverse order of seniority to those Part-time/Seasonal employees and lastly Full-time employees who normally perform the work in the work location concerned.

5 - 2 (A) Whenever an employee is called in, reports for work and is subsequently advised that no work is available, they shall be paid three (3) hours' pay at their regular rate of pay.

(B) Where prior to the commencement of an established shift an employee is called into work such shift on less than one (1) hours' notice, they shall be paid for the first full hour of the shift, provided they report within the first one-half (1/2) hour of the shift and works the remainder of said hour.

Section 6

Designated Holidays (part time & casual)

(Corresponds to Article 9)

Seasonal Employees ONLY

- 6 - 1 (A) (i) The employer agrees to pay each employee under Appendix 'A' four percent (4%) of their gross bi-weekly pay as designated holiday pay.
- (ii) The days to be designated as holidays by TCHC in each year during the term of this Agreement shall be the following: 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 Remembrance Day (when Remembrance Day falls on a Monday, Tuesday, Wednesday, Thursday or Friday).

Part-time Employees ONLY

- 6 - 1 (B) (i) Clauses 9.01(a), 9.01(b) and 9.01(c) of the Collective Agreement shall be applicable.
- (ii) An employee who is not required to work on a designated holiday shall be entitled to payment for the holiday provided:
- (a) Such employee worked or was paid at least 8 shifts during the two pay periods immediately preceding the holiday, and
- (b) Such employee was scheduled to work in the week before and/or the week after the holiday, and they do in fact report for work as scheduled on their last day before the holiday and on their first scheduled day after the holiday, unless they are absent due to illness, injury or on approved leave.
- (iii) Holiday pay for employees who work shifts of less than seven (7) hours shall be the average of the paid straight-time hours of all shifts worked in the two pay periods preceding the holiday.
- (iv) In accordance with the Collective Agreement, where such employee works on a designated holiday, they shall in addition to the holiday pay outlined above, be paid at the rate of two (2) times his/her regular rate for all hours worked.
- (v) Where an employee has agreed to or is scheduled to work on a designated holiday and fails to do so for reasons other than illness, such employee shall forfeit the pay for that designated holiday.
- (vi) Any employee who does not qualify for designated holiday pay in accordance with clause 6 – 1 (B) (ii) above shall be paid designated holiday pay in accordance with the *Employment Standards Act*, 2000, as amended as follows:
- (a) An employee who is not required to work on a designated holiday as defined in clause 9.01(a) of the Collective Agreement shall be entitled to payment for the designated holiday provided that he/she works the

entirety of his/her regularly scheduled shift immediately before and after the designated holiday.

- (b) Notwithstanding clause 6 - 1 (B) (i) where an employee demonstrates reasonable cause for not attending the shift before and after the designated holiday as required in clause 6 - 1 (B) (i) he/she shall qualify for designated holiday pay.
- (c) An employee who is required to and actually works the entirety of his/her shift on a designated holiday shall be paid designated holiday pay plus double time (2X) for all hours worked on the designated holiday.
- (d) Notwithstanding clause 6 - 1 (B) (ii) where an employee demonstrates reasonable cause for not attending work as required in clause 6 - 1 (B) (ii) he/she shall qualify for designated holiday pay.
- (e) The designated holiday pay referred to in clause 44.11(f) shall be calculated in accordance with the *Employment Standards Act, 2000*, as amended as follows:
 - Add all the regular wages and vacation pay payable in the four (4) work weeks before the work week in which the designated holiday occurred and divide this sum by twenty (20).
- (vii) Following the completion of eighteen hundred and twenty (1,820) hours of service, and employee shall be eligible to receive a floating holiday on an annual basis thereafter as long as the employee works a minimum of nine hundred and ten (910) hours per year.

Section 7

Vacation Pay and Vacation Leave (part time & casual)

(Corresponds to Article 10)

Part-time Employees ONLY

7 - 1 (A) An employee shall be entitled to vacation in accordance with his/her previous years' service in accordance with Article 10 of the Collective Agreement.

Vacation entitlement will be based on calendar year service.

Vacation pay will be pro-rated in accordance with an employee's paid hours or hours deemed to have been paid. Paid hours will not include any overtime hours.

For Seasonal Employees ONLY

7 - 1 (B)

Duration of Employment

Not yet completed 1,820 paid hours
Upon completion of 1,820 paid hours
Upon completion of 16, 380 paid hours
Upon completion of 34, 580 paid hours

Vacation Pay

4% of gross pay annually
6% of gross pay annually
8% of gross pay annually
10% of gross pay annually

Vacation Scheduling and Payment

Part-time Employees

7 - 2 (A) Vacations shall be scheduled in accordance with operational requirements and must be taken prior to the end of the calendar year. Seniority will be taken into consideration for determining employee preferences.

7 - 2 (B) An employee shall choose one (1) of the following two (2) options for payment of vacation pay:

- (a) Receive vacation pay on each bi-weekly pay in the year it is earned; or
- (b) Bank the vacation pay and receive a lump sum payment at the time vacation is taken or in December of the year it is earned.

7 - 2 (C) If an employee chooses to change his/her option, the employee must inform Payroll using the appropriate form not later than June 30th for the next calendar year.

7 - 2 (D) A designated holiday that falls within a vacation period shall not be considered as a day of vacation.

7 - 2 (E) Each employee's regular hours accumulated in a pay period shall be multiplied by the appropriate vacation entitlement in accordance with this Article and the hours resulting from the calculation shall be credited to the employee's seniority.

Casual Employees

Vacation scheduling and the payment of vacation pay shall be governed by the provisions of the *Employment Standards Act, 2000*.

Section 8
Seniority (part time & casual)

(Corresponds to Article 20)

8 - 1 (A) For the purpose of determining a seniority date, an employee's aggregate paid hours will be converted by using the following formula: eighteen hundred and twenty (1,820) paid hours equals one (1) year.

(B) An employee's seniority shall be calculated from his/her initial date of hire, provided he/she is not absent from work for any period exceeding eighteen (18) continuous months for reasons other than illness, injury, layoff or an approved leave of absence. If he/she has been so absent, his/her seniority shall accumulate from his/her last date of hire.

(C) As soon as possible, the TCHC shall notify employees on their by-weekly pay stubs of their accumulated hours for seniority purposes.

(D) TCHC shall maintain a seniority list of all employees covered by Appendix 'A'. An up-to-date copy of such list will be forwarded electronically to Local 79 on a bi-monthly basis and the updated list will be posted on the TCHC intranet. In addition, TCHC will ensure such list is also posted in each workplace where employees covered by Appendix 'A' normally perform their duties. Such lists shall include employee names, seniority dates, status, employee number and position classification.

8 - 2. An employee shall lose all seniority and service if:

- (a) They voluntarily terminate their employment subject to the right to rescind.
- (b) They are discharged for reasonable cause.
- (c) They fail to report to work within fourteen (14) calendar days from the date of the notice of recall.

Note: For operational reasons after five days TCHC is not obligated to hold a position and may fill the recall position in accordance with seniority from the recall list, if one exists.

- (d) They are not recalled to work within eighteen (18) months of the date of his/her removal from work pursuant to Section 9 below.
- (e) On three (3) or more occasions in the calendar year they, without reasonable cause, fail to report for work after having agreed to report; or
- (f) They are absent without reasonable justification as determined by TCHC in excess of seven (7) scheduled shifts from the commencement of absence or they are absent on an unauthorized leave in excess of seven (7) scheduled shifts.

8 - 3. An Employee who resigns shall have the right to rescind his/her resignation, provided that he/she notifies his/her immediate supervisor in writing, with a copy to the Division Head concerned, within five (5) calendar days of the date on which he/she tenders his/her resignation.

Upon receipt of such notification by the employee's supervisor, the employee shall be reinstated to his/her former classification and be eligible for hours as per Section 18 or if applicable, reinstated to his/her former position(s) if the vacated position(s) has not been filled.

It is understood that such time off shall be without pay.

Letter of Intent – Establishment of Part-time and Seasonal Employees' Seniority

As soon as possible following the ratification of this Collective Agreement, the TCHC shall, for each Part-time and Seasonal employee coming within the bargaining unit, establish such employee's seniority, and notify him/her in writing of such. Complaints concerning the accuracy of such date shall be dealt with under the process of Section 23, Seniority Disputes Part-time and Seasonal workers.

Section 9

Layoff and Recall (part time & casual)

(Corresponds to Article 35)

- 9 - 1. Notwithstanding Article 35, where there is to be a reduction in work, Full-time employees and Temporary Employees will not be laid off where there is still a part-time or seasonal employee performing the work to be reduced where the reduction is occurring.
- 9 - 2. Where an employee's hours of work are significantly reduced and upon request, the TCHC shall issue a Record of Employment, where permitted by law. Such request shall not constitute a resignation or termination of employment.
- 9 - 3. TCHC shall provide written notice of layoff to Part time and Seasonal employees in accordance with the *Employment Standards Act, 2000*, as amended.
- 9 - 4. A layoff notice shall be copied to the Union at the same time it is issued to the affected employee.
- 9 - 5. The Director, Labour Relations and Employee Services shall meet with the Union prior to layoffs taking effect to discuss the layoff(s).
- 9 - 6. If and when Part Time/Seasonal work becomes available within eighteen (18) calendar months from the date of his/her layoff and provided he/she possesses the necessary qualifications to perform the work, such employee shall be recalled to work in order of seniority.
- 9 - 7. Employees recalled pursuant to Section 9 - 6 shall have the right to refuse work on the same terms as set out in Article 35 of the Full Time collective agreement.
- 9 - 8. In the event of a layoff, the most junior employee in the classification at the work location identified for layoff shall have the right to displace the most junior employee in the same classification in TCHC who are assigned to a location. Failing such displacement, the employee shall be laid off with full rights of recall in accordance with this article.

Section 10

Job Postings to Full-time (part time & casual)

(Corresponds to Article 15)

- 10 - 1. Part-time and Seasonal Employees shall have access to the Job Posting procedure as set out in Article 15 (Job Postings) of Collective Agreement.
- 10 - 2. For the purposes of calculating seniority for appointments or promotions, an employee's aggregate paid hours will be converted by using the following formula: one thousand eighteen hundred and twenty (1,820) paid hours equals one (1) year.
- 10 - 3. Should a reversion be necessary or requested by an employee, the employee will be reverted to his/her former Part-time or Seasonal classification and shall be credited to him/her the service standing to his/her credit at the time of reversion, including the service earned while performing the full-time position immediately prior to reversion. Such service shall be designated as the employee's seniority pursuant to Appendix 'A'.
- 10 - 4. The employee shall be offered work in the same work area and/or program unit or Subsidiary etc. as he/she was employed in prior to becoming a full-time employee, subject to the availability of work with the objective that to the greatest extent possible, the employee is given the opportunity to work the hours he/she had worked prior to his/her promotion or appointment to a full-time position.

Section 11

Temporary Full Time Assignments (part time & casual)

11 (A) When a temporary full time assignment is determined to be available and is expected to be less than twelve (12) months in duration, the temporary full-time assignment shall be posted in worksites where the work is normally performed, and applicants who are regularly scheduled Part-time or Seasonal employees working in the same position classification shall be given consideration for the temporary full-time assignment only after full-time employees have been considered, on the basis of seniority for the temporary full-time assignment. If the temporary full-time assignment is expected to be greater than twelve (12) months in duration, then the provisions of the Collective agreement shall apply.

(B) Where an employee is temporarily assigned to work full-time in a position covered by the Local 79 Collective Agreement, in the same position classification, for the period of one (1) month or more the employee's status will remain as Part-time/Seasonal but will be treated as a full-time employee for the purposes of Article 12.

(C) The seniority date of an employee who is reassigned as a temporary employee in accordance with Section 11 (B) will be determined in accordance with Section 8.

(D) Local 79 shall be notified in writing when an employee is initially assigned in accordance with this Section.

Section 12

Leave of Absence (part time & casual)

(Corresponds to Article 17)

Bereavement Leave

12 - 1 (A) An employee who is unable to attend work on a scheduled shift solely due to the death and/or funeral of his/her father, mother, common law spouse, father-in-law, mother-in-law, step parents, son, daughter, brother, sister, step children, step brothers, step sisters, same sex partner, husband or wife of such employee, shall be compensated for these scheduled hours missed at his/her regular rate of pay for up to a total of twenty-one (21) hours. Generally such leave may commence the day before the funeral and shall end the day after the funeral, however the employee and his/her supervisor may agree on another arrangement when appropriate to do so.

(B) An employee who is unable to attend at work on a scheduled shift solely due to the death and/or funeral of his/her son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild, aunt, uncle, niece or nephew of such employee, shall be compensated for these scheduled hours missed at his/her regular rate of pay for up to a total of seven (7) hours to enable the employee to attend the funeral.

(C) An employee may be granted leave of absence with pay at the discretion of the Division Head where such leave is requested solely due to the death and/or funeral of persons other than those specified in clauses Section 12 - 1 (A) and (B).

Union Leaves

12 - 2 (A) Local 79 Negotiating Committee

Notwithstanding Article 17.13 TCHC will recognize up to an additional one (1) member who is part-time or seasonal to be selected by Local 79. It shall be Local 79's sole discretion and option to add such committee member as part of the Union's bargaining committee without loss of pay or benefits and with accumulation of seniority and service.

(B) Subject to the parties' agree-to language, the union shall have the discretion to select a member from the group of employees covered by Appendix 'A' to represent the interests of the part-time and casual employees at Labour Management meetings.

(C) The union shall have the discretion to select a member from the group of employees covered by Appendix 'A' to represent the interests of the part-time and casual employees on the committee established pursuant to Article 46 of the main collective agreement.

(D) Leaves of Absence with Pay – Union Business

Leaves of absence for union business as contemplated in Article 17.10 (a) and Article 17.10 (b) of the Collective Agreement shall be granted in accordance with the Collective Agreement with any necessary changes.

Pregnancy and Parental Leave – Part-Time Employees only

12 - 3 (A) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the *Employment Standards Act*, 2000, S.O. 2000, as amended.

(B) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the *Employment Standards Act*, 2000, S.O. 2000, as amended, shall be granted upon the employee's request, and administered in accordance with the Act.

(C) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with Section 12 - 3 (A), or is granted in accordance with Section 12 - 3 (B), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the TCHC, but shall result in no loss of seniority.

(D) The TCHC shall provide the coverage and pay its share of the premiums for the benefits set out in Section 14 and shall pay its share of the pension contributions under Section 15, for any pregnancy and/or parental leave taken pursuant to Section 12 - 3 (A) or Section 12 - 3 (B), unless the employee elects in writing that they do not wish benefit coverage.

(E) Pregnancy and/or parental leave in accordance with Section 12 - 3 (A) or Section 12 - 3 (B) shall not involve any expense to the TCHC, except as provided in Section 4 - 2 (A) (increments), Section 12 - 3 (D), Section 12 - 3 (F) and Section 12-3 (I).

(F) An employee who is eligible for pregnancy leave under Section 12 - 3 (A) or an employee who requests and is granted pregnancy leave under Section 12 - 3 (B) and who has completed fourteen hundred (1400) hours of paid employment shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on pregnancy leave:

For the first fifteen (15) weeks of the pregnancy leave, the employee shall receive from the TCHC payments equal to the difference between seventy (70) per cent of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of her pregnancy leave, and the sum of her weekly Employment Insurance benefits and any other earnings.

(G) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance benefits for the period of unemployment.

(H) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

(I) An employee who is eligible for parental leave under Section 12 - 3 (A) or who requests and is granted parental leave under clause Section 12 - 3 (B) and who has completed fourteen hundred (1,400) hours of paid employment shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, S.C. 1996, as amended, to the following Supplemental Employment Benefits (SUB) payments while on parental leave:

For the first fifteen (15) weeks of the parental leave, the employee shall receive from the TCHC payments equal to the difference between seventy (70) per cent of the employee's average hours paid calculated on the basis of hours paid during the eight (8) pay periods immediately prior to the commencement of the leave of absence, and the sum of his/her weekly Employment Insurance benefits and any other earnings.

(J) Employees are not entitled to Supplemental Employment Benefits (SUB) except for the purpose of the supplementation of their Employment Insurance Benefits for the period of unemployment.

(K) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this provision.

(L) On returning from pregnancy and/or parental leave, the employee's seniority shall be adjusted for each full pay period of absence:

- (i) By thirty-five (35) hours to a maximum of seven hundred and twenty (720) hours; or
- (ii) By the average hours worked per pay period in the twenty-six (26) pay period preceding the leave of absence to a maximum of twenty-six (26) pay periods, whichever is greater.

The foregoing seniority adjustment shall be reflected and applicable on the next updated seniority list, which is posted in accordance with Section 8 - 1(D) following the employee's return to work.

Pregnancy and Parental Leave – Seasonal Employees only

12 - 4 (A) Pregnancy and/or parental leave, without pay, shall be in accordance with Part XIV of the *Employment Standards Act*, 2000, S.O. 2000, as amended.

(B) Pregnancy and/or parental leave for an employee who does not qualify under Part XIV of the *Employment Standards Act*, 2000, S.O. 2000, as amended, shall be granted upon the employee's request, and administered in accordance with the Act.

(C) Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with Section 12 - 4 (A), or is granted in accordance with Section 12 - 4 (B), shall be at the discretion of the Division Head concerned, and shall not involve any expense to the TCHC, but shall result in no loss of seniority.

Section 13

Workplace Safety and insurance Benefits (part time & casual)

(Corresponds to Article 22)

Part-time Employees ONLY

13 - 1. For purposes of this Article, full net pay of an employee shall be as determined by the TCHC by deducting from the employee's gross earnings,

- (a) the probable income tax payable by the employee on his/her earnings;
- (b) the probable Canada Pension Plan premiums payable by the employee; and
- (c) the probable Employment Insurance premiums payable by the employee.

13 - 2. An employee who sustains an injury or contagious disease arising out of and in the course of his/her duties is covered by the *Workplace Safety and Insurance Act, 1997, S.O. 1997*, as amended.

13 - 3. Notwithstanding anything herein contained in this Agreement, where an employee is absent due to a compensable injury, such employee shall, upon his/her return to work, receive a seniority credit for such absence. Such seniority credit shall be calculated on the basis of the employee's average number of paid hours per pay period during the eight (8) full pay periods immediately preceding the date of the accident. For the purposes of clarity, a full pay period missed will be credited with the average number of paid hours as calculated above. Where less than a full pay period is missed, seniority shall be credited for days scheduled and not worked.

13 - 4. The foregoing seniority credit shall be reflected and applicable on the next updated seniority list, which is posted in accordance with Section 8 - 1 (D) following the employee's return to work.

13 - 5. Where an employee sustains a compensable injury or illness and as a result must leave work before the end of his/her shift, he/she shall receive full pay for the balance of his/her shift on that day.

13 - 6. (A) Where the claim is not approved or where an employee receives monies in excess of his/her appropriate net pay amount, such excess shall be treated as an overpayment and the TCHC shall make recovery from the wages of the employee. It is agreed that the affected employee(s) shall provide to the TCHC any recovery consents required by law to give effect to such recoveries.

(B) In the event of an overpayment, the TCHC shall advise the employee in advance of the implementation of any schedule or recovery with respect to said overpayment. The recovery schedule shall not exceed the maximum permitted by the *Wages Act, R.S.O. 1990*, as amended, unless the parties agree otherwise.

If so requested the TCHC shall meet with the employee so that the employee may provide his/her input regarding an appropriate schedule of recovery. The employee may be accompanied by either his/her Steward or other Local 79 Representative at such meeting should he/she request.

13 - 7. Any employee who is on a TCHC paid leave of absence while conducting Local 79 related activities will be considered an employee of the TCHC for WSIB purposes.

Section 14

Employee Benefits Plans (part time & casual)

(Corresponds to Article 12)

Part-time Employees ONLY

14 - 1. A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by Toronto Community Housing Corporation, as part of direct compensation or otherwise, save and except salary, holiday pay, vacation pay, floating holiday pay, bereavement pay, group life, optional life and maternity supplemental unemployment benefits) an amount equal to five percent (5%) of his/her regular straight time hourly rate for all straight time hours paid.

14 - 2 (A) The employer shall provide group life insurance in the amount of five thousand dollars to all part-time employees who have completed one thousand four hundred (1,400) hours of paid employment.

(B) The Employer shall provide optional group life insurance, up to a maximum of twenty thousand (\$20,000) dollars, to all part-time employees who request it in writing and who have completed one thousand four hundred (1,400) hours of paid employment. The employee shall pay fifty per cent of the costs of this benefit through payroll deductions and the employer shall pay the remaining fifty per cent.

- (C) (i) Should the employee have insufficient earnings to cover the required payroll deduction, the employee will be notified that he/she is required to provide postdated cheques for the monthly premiums remaining in the calendar year, including premiums missed to date.
- (ii) Should the employee's premiums be in arrears for a second consecutive month, the benefit coverage will be terminated at the end of the second month.
- (iii) When the employee returns to work he/she must reimburse the TCHC for his/her share of the premium cost in arrears if such arrears are not otherwise cleared. The TCHC shall advise the employee in advance of any schedule of recovery in advance of implementation of recovery of said arrears. The recovery schedule shall not exceed the maximum permitted by the *Wages Act*, R.S.O. 1990, as amended, unless the parties agree otherwise.
- (iv) In the situation where an employee's benefit coverage has been terminated because of non-payment, such employee will not be eligible to re-enroll in the benefit plan until the next open period and is contingent upon the TCHC receiving full recovery of arrears.

Section 15

Pensions and Retirement (part time & casual)

15 (A) Each employee who works other than on a continuous full-time basis shall be eligible to join the OMERS pension plan on January 1st following two (2) consecutive calendar years where, in each year, such employee:

- (i) has earned at least 35% of the Year's Maximum Pensionable earnings (YMPE) under the Canada Pension Plan, or
- (ii) has been paid or deemed to be paid 700 hours

(B) Each employee in this Unit is a member of the Ontario Municipal Employees Retirement System, and his/her beneficiary or beneficiaries, as the case may be, shall be entitled to such pension, refund, or other payments as may be payable to with respect to such employees as a member of such system.

(C) The parties acknowledge that the provisions of this Section may be subject to change if OMERS makes changes to the rules governing part-time and casual employees.

(D) The TCHC shall notify the employee in writing of his/her eligibility to join the OMERS pension plan within thirty (30) calendar days of the employee satisfying the eligibility requirements.

(E) The TCHC will implement an optional service buy-back program for employees as soon as possible. Other than associated administrative costs, the program shall be at no cost to the TCHC.

(F) For those leaves of absence granted under Section 12 - 2 (D) of Appendix 'A' every employee who has elected to participate in the Ontario Municipal Employees Retirement system shall be considered to be in regular attendance for pension purposes and the pension premium payments shall be made notwithstanding such leave, and Local 79 shall remit to TCHC for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefore by TCHC.

Section 16
Sick Pay (part time & casual)

(Corresponds to Article 11)

Reporting of Illness/Absence Procedure – Seasonal Employees only

16 - 1. Where an employee is unable to work due to illness or other unavoidable circumstances, the employee must notify the TCHC three (3) hours before their start time, unless not reasonably possible, and the employer will offer the relief work to an available qualified employee from the list.

- (a) Where an Employee has reported an unplanned absence due to illness or other unavoidable circumstances prior to the start of his/her work day or shift, he/she will only be required to make a single phone call to each workplace where he/she has been scheduled to work in order to report his/her absence. Each employee will be provided with the phone number he/she must call to report such absence. Each employee is also required to give notice of his/her anticipated date of return and will be expected to return to work as reported. He/she will not be required to report daily during the period identified. If the date of return is not specified or known, he/she must report on a daily basis.
- (b) In any instance where an employee is able to return prior to the stated return date, he/she will notify his/her supervisor or designate by 3:00 p.m. the day before that he/she will be returning on the following day.
- (c) In any instance where an employee requires an extension of his/her absence, such employee shall report as per (a) above.

Section 17
Transfers (part time & casual)

(Corresponds to Article 14)

- 17 - 1. An employee wishing a transfer within his/her division and same classification and status to another location, shall submit a request in writing to his/her Division Head.
- 17 - 2. An employee wishing a transfer outside his/her division (within the same classification and status) to the same or another location, shall submit a request in writing to the Human Resources Division.
- 17 - 3. Once an employee submits a transfer request in writing, it shall remain on file until he/she is transferred, refuses the transfer or withdraws the transfer request. The TCHC will acknowledge in writing receipt of such request for transfer within fourteen (14) days of receipt of the request.
- 17 - 4. All transfers under this Section shall be offered to qualified employees in order of seniority within the same classification and status, taking operational needs into consideration. Transfers will not be unreasonably denied.

Section 18
Scheduling (part time & casual)

(Corresponds to Article 8)

18 - 1. The TCHC acknowledges that Local 79 has an understandable concern with the role of seniority in the scheduling within any work or program unit within a work location within a Division.

18 - 2. In establishing work schedules or offering call in work the TCHC shall give due consideration to the following:

- (a) seniority ranking within a classification;
- (b) requirements and efficiency of the operations;
- (c) employee availability.

18 - 3. Employees will provide current and substantial availability as operationally determined by the TCHC. Failure to be available on an ongoing and regular basis in accordance with current and stated availability shall affect future scheduling.

18 - 4. The parties will make every effort to resolve any concerns that may arise out of work scheduling within thirty (30) days of the date upon which the concern is brought to the attention of either party.

18 - 5. Where the TCHC produces a work schedule, it shall make every effort to post the schedule at least two (2) weeks in advance.

18 - 6. Schedules are subject to change. Where the TCHC changes an employee's schedule, where possible, it will make reasonable efforts to provide the employee with at least forty-eight (48) hours' notice of the change.

Memorandum of Agreement –
Part-time and Seasonal Positions equivalent to Full-time Positions

The parties agree that if there is a parallel classification in the full-time Schedule 'A', then its Part-time or Seasonal equivalent shall be paid at the same rate.

Section 19

Bulletin Boards (part time & casual)

The parties agree that the bulletin boards identified in the full-time article can be used for the part-time and recreational employees in the same manner as described in the full time agreement.

Section 20

Labour- Management Committee (part time & casual)

There shall be no separate labour-management committee for part-time and/or casual employees. However, issues related to part-time and/or casual employees shall be discussed at meetings held in accordance with Article 39 of the Full-Time portion of the Collective Agreement. One employee covered by this Appendix may be in attendance at all meetings conducted pursuant to Article 39.

Section 21

Vacancies (part time & casual)

- 21 - 1. Vacancies in existing classifications or newly created classifications covered by this Appendix shall be advertised for a minimum of five (5) days on the TCHC's internal and external websites.
- 21 - 2. Internal applicants will be given first consideration for a vacancy. Selection will be based on any or all of the following factors: seniority, education, training, work experience, ability and appraisal of past performance.
- 21 - 3. Upon request, Local 79 will be provided with the names of successful applicants.

Section 22

Meal Breaks/Rest Periods (part time & casual)

Meal and Rest Periods

Part-time Employees

- 22 - 1. Each employee who works a shift of more than four (4) hours duration shall be granted an unpaid lunch period of not less than one-half (1/2) hour to be scheduled by the employee's immediate supervisor.
- 22 - 2. Each employee shall be granted one (1) fifteen (15) minute paid rest break in each four (4) hour period of the employee's shift subject to operational requirements and the timing of it shall be determined by the employee's immediate supervisor.

Casual Employees

The provision of meal breaks and rest periods for casual employees shall be governed by the provisions of the *Employment Standards Act, 2000*.

SECTION 23

Seniority Conversion and Dispute Resolution (part time & casual)

PART A – Conversion Formula

For all parts, 1,820 hours of seniority is equivalent to one (1) full year of seniority.

PART B - Seniority and Seniority Disputes

(i) Current employees covered by Appendix 'A'

1. Within sixty (60) days of the finalization of Appendix 'A', the TCHC will provide Local 79 with a listing of the seniority hours for each active employee. These lists will be posted on the bulletin boards. At this time, the TCHC will also send by regular mail to each employee currently covered by Appendix 'A', addressed to the employee's address on file, a letter incorporating the content of Schedule "A" (set out below) setting out the employee's seniority hours.
1. Within sixty (60) days following the issuance of the letters described in 1 above, Local 79 shall provide to the TCHC a list of employees who disagree with TCHC's calculation of their seniority hours. Local 79 shall include with the list for each employee on the list the following:
 - a) The number of seniority hours the employee maintains should be credited;
 - b) Particulars in support of the employee's claim; and
 - c) All documents in support of the employee's claim.
2. Within thirty (30) days of receipt from Local 79 of the list described in 2 above, the TCHC shall provide in writing to Local 79 a response to the claims made by each employee on the list. The response shall indicate whether the TCHC agrees or disagrees with the union's proposal. If the TCHC disagrees with the union's response, it shall indicate why it does so.
3. Within thirty (30) days of receipt of the TCHC's response as described in 3 above, Local 79 may refer to arbitration any outstanding claims. The arbitration process will be an expedited process whereby multiple cases are heard per day and the arbitration may be based upon written or oral submissions. No oral evidence shall be permitted in the resolution of a seniority dispute, unless the parties mutually agree otherwise or the arbitrator directs otherwise. All disputes regarding an employee's seniority arising under these provisions shall be heard and determined by Arbitrator Janice Johnston unless the parties agree upon another arbitrator.
4. No claim may be submitted to arbitration which was not included in the list provided by Local 79 as described in 2 above.
5. Following completion of the process described in 1 through 5 above, the TCHC shall post a seniority list on bulletin boards and online with a copy to Local 79. The list shall include the employee's name, employee number, seniority date and position occupied and shall be updated quarterly with each update posted on bulletin boards and online and provided to Local 79.

(ii) Full-time employees formerly employed as part-time or casual employees

1. This Part is limited in application to full-time employees who as of the date of finalization of Appendix 'A' have moved from part-time or casual positions to full-time positions.
2. Any employee identified pursuant to 1 above shall be sent a letter incorporating the format of Schedule "B" (set out below).
3. Upon agreement of the parties, each employee covered by 1 above shall be accorded additional full-time seniority not previously credited while employed as a part-time or casual employee calculated on the basis of the conversion formula set out in Part A above.
4. Any disputes shall be resolved in accordance with the dispute resolution mechanism set out in (i) 1, 2, and 3 above in the part dealing with current employees covered by Appendix 'A'.
5. Changes in seniority arising out of this Part shall be incorporated into the full-time seniority list.

PART C - Seniority Conversion - Part-Time To Full-Time

1. In the event an employee moves from part-time to a full-time position after the finalization of Appendix 'A', he or she shall be entitled to be credited with all seniority accumulated while employed as a part-time/casual employee based on the seniority lists and in accordance with the conversion factors set out above.
2. In the event that there is a dispute over the conversion of seniority, then the process described for seniority disputes set out in Part B above will apply.

SCHEDULE "A"

IMPORTANT NOTICE CONCERNING YOUR SENIORITY

We are writing to you pursuant to the recently imposed Appendix settling terms and conditions of employment for all part-time and casual employees.

Under Appendix 'A' each employee covered by the Appendix 'A' is to be granted seniority. Seniority is an important entitlement. It plays a role in a number of decisions affecting job security and mobility. Under the Appendix 'A' seniority is calculated in hours. One thousand, eight hundred and twenty (1,820) hours equals one (1) full year of seniority.

TCHC has reviewed its records and has concluded that you have accumulated ___ hours of seniority. If you do not believe the calculation is correct or if you are uncertain whether it is correct, you should immediately contact Avaline Miller at the Local 79 Unit Office at 416-977-1629 ex. 342.

If you do not contact the Union office within sixty (60) days from the date of this letter, you will not be able to challenge the seniority calculation provided by TCHC at a later date. It is extremely important that you give this matter careful attention.

SCHEDULE "B"

IMPORTANT NOTICE CONCERNING YOUR SENIORITY

We are writing to you pursuant to the recently imposed Appendix 'A' settling the terms and conditions of employment of part-time and casual employees.

Under the Appendix 'A' part-time or casual employee who moves to a full-time job is entitled to bring with him/her seniority accumulated while a part-time or casual employee. Seniority is calculated under the Appendix 'A' for part-time or casual employees on an hourly basis and is converted upon movement to full-time on the basis of a formula that equates 1820 hours of seniority with one (1) full-time year of seniority.

Under the Appendix 'A' employees may be entitled to a retroactive calculation if they moved from part-time or casual to full-time.

A review of our records indicate that you may be entitled to an adjustment to your full-time seniority date based on part-time or casual seniority not previously recognized. Should you feel this the case please contact Avaline Miller, the Local 79 Unit Officer at 416-977-1629 ext. 342 and she will assist you with your claim. It is important that you raise your concerns with Ms. Miller within sixty (60) days from the date of this letter as you will not be able to challenge your seniority pursuant to this process at a later date.

Part Time Wage Schedule

The following is the Wage Schedule (Part Time) for the years – January 1, 2012 – December 31, 2012, January 1, 2013 – December 31, 2013, January 1, 2014 – December 31, 2014, January 1, 2015 – December 31, 2015.

The parties understand and agree that errors and omissions shall be identified at the earliest opportunity and, if unresolved, any dispute may be the subject of a grievance or an action at the Ontario Labour Relations Board.

The wage and salary information is based on positions in effect as of January 1st, 2012. Any change to the position information and rates set out in this Schedule, subsequent to the January 1st date, will be added upon renewal of the Collective Agreement.

POSITION	JOB CODE	WAGE GRADE	STEP	JAN 1/12 Hourly Rate 0%	PT Appendix Increase	JAN 1/13 Hourly Rate 1.5%	JAN 1/14 Hourly Rate 2%	JUNE 1/14 Min Wage Increase	JAN 1/15 Hourly Rate 2.25%
Mentor	MENTOR	REC02	1	15.00	15.23	15.45	15.76	15.76	16.12
Junior Program Leader * Δ	JRPGLD	REC04	1	10.25	Exempt	10.40	10.61	11.00	11.00
Program Leader Δ	PROLDR								
Senior Program Leader **Δ	SRPGLD	REC05	1	12.00	Exempt	12.18	12.42	12.42	12.70
Program Assistant Δ	PRMAST	REC06	1	10.25	Exempt	10.40	10.61	11.00	11.00
Youth Mentor	YTHMEN	REC09	1	14.00	14.21	14.42	14.71	14.71	15.04
Technical Specialist	TECSPE	REC12	1	20.00	20.30	20.60	21.02	21.02	21.49
Call Centre Agent	CCAGT	OA10B	1	27.80	28.22	28.64	29.21	29.21	29.87
			2	28.52	28.95	29.38	29.97	29.97	30.65
			3	29.28	29.72	30.17	30.77	30.77	31.47
			4	30.02	30.47	30.93	31.55	31.55	32.26
			5	30.85	31.31	31.78	32.42	32.42	33.15
Building & Community Facilitator ***	BCF79	4302	1						16.00

PT Appendix 'A' Language:

All Classifications covered by Appendix 'A', other than the Junior Rookie League Champion* and Senior Rookie League Champion** positions, shall receive a wage increase of 1.5% effective on December 31, 2012.

* Junior Program Leader - formerly referred to as Junior Rookie League Champion

** Senior Program Leader - formally referred to as Senior Rookie League Champion

*** Building and Community Facilitator - effective May 4, 2015

Δ Please see the Memorandum of Agreement regarding grievance No. TP15-03-0007

MEMORANDUM OF AGREEMENT

BETWEEN:

**CANADIAN UNION OF PUBLIC EMPLOYEES, Local 79
(hereinafter "Local 79")**

- and -

**TORONTO COMMUNITY HOUSING CORPORATION
(hereinafter the "TCHC")**

Local 79 and TCHC agree that the execution of the formal Collective Agreement shall not prejudice or in any way impact negatively upon Local 79's claims as set out in Grievance No. TP.15-03-0007 that the wage rate schedule identifying the wage rates payable to employees in the classification(s) of Junior Program Leader (formerly Junior Rookie League Champion), Program Leader, Senior Program Leader (formerly Senior Rookie League Champion) or Program Assistant covered by the Part-Time Wage Schedule is inaccurate and does not capture the wage rates agreed to in bargaining. For the sake of greater clarity, it is also agreed that in the event the aforementioned grievance succeeds, the wage rate schedule shall be adjusted to conform with any arbitration award issued.

DATED at Toronto this 11th, day of June, 2015

Nancy Murphy

For Local 79

Vishnu Ramsamujh

TCHC

APPENDIX 'C' - JOHNSTON AWARD SICK LEAVE PROVISIONS

IN THE MATTER OF AN ARBITRATION

BETWEEN:

TORONTO COMMUNITY HOUSING CORPORATION

(The "Employer" or the "TCHC")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79

(The "Union" or "Local 79")

AND IN THE MATTER OF A DISPUTE REGARDING THE SICK LEAVE PROVISIONS

JANICE JOHNSTON - SOLE ARBITRATOR

APPEARANCES:

For the Employer: William LeMay

For the Union: Jim Nyman

AWARD

By letter dated December 11, 2008, I was invited by the parties to sit as sole arbitrator in this matter. This award flows from the sick leave provisions of the Collective Agreement between the employer and the union. This collective agreement expired on December 31st, 2008.

In the last round of negotiations, the parties agreed to a Letter of Intent to transfer the former OPSEU Local 592 members from the OPSEU Short Term Disability ("STD") plan to the Local 79 Cumulative Sick Pay Plan, which is detailed in Article 11 of the Collective Agreement between the parties. Under the terms of that letter of intent, the parties were to conduct negotiations in an effort to reach an agreement about how this transition would take place. The parties have met on a number of occasions, and engaged in significant discussions regarding this transfer.

I was appointed by the parties in December of 2008 pursuant to the dispute resolution mechanism set out in the letter of intent. Having reviewed and considered the submissions of the parties, I hereby direct that the following Letter of Intent is to be incorporated into the current collective agreement:

This is to confirm that the conversion of OPSEU employees from the OPSEU STD plan to the Local 79 Sick Credit plan will be done in the following manner:

1. Subject only to paragraph 6 herein, an OPSEU employee will have his/her termination payments frozen as of December 31, 2008. This would be done on the basis of the number of days earned to December 31, 2008 (rather than a dollar amount). Upon termination of employment (termination of employment for this Letter has the same meaning as set out in Article 11.14 of this collective agreement), the Employee will be entitled to be paid out this number of days at the salary the employee is earning at the time that his/her employment terminates.

2. An OPSEU employee whose employment with the TCHC started on or before January 1st, 2004 will be entitled to access and use a sick leave bank that will have 98 days in it. OPSEU employees whose employment started after January 1st, 2004, shall be entitled to 1.5 days of sick leave for each month that they were employed between the date of their hire and December 31st, 2008.

3. Subject to the transitional rules in paragraph 6, effective January 1st, 2009, an OPSEU employee is entitled to accumulate sick leave days in accordance with the Local 79 Collective Agreement.

4. OPSEU employees would be entitled to a sick leave gratuity pursuant to the Local 79 agreement, based on the number of years of service that they have upon termination of employment. This would be calculated by taking the number of total sick leave days in the Bank at retirement and subtracting the number the employee was credited with in accordance with paragraph 2 of this Agreement.

5. No one in OPSEU would have a negative sick leave gratuity. No one who is entitled to both a termination payment under paragraph 1 and a sick leave gratuity payment under paragraph 4 shall be entitled to any more than a total of six (6) month's salary from the combined payments.

6. The parties acknowledge that there will be individuals who are currently covered by the OPSEU STD plan who are actually off on STD, ill no pay or Long Term Disability (hereinafter "leave of absence"). The parties agree that the following transitional rules shall apply to those employees:

(a) While those employees are off on their current leave of absence they will remain covered by the terms and conditions of the OPSEU STD and LTD plans, and will be entitled to continue to accumulate service for the purposes of their OPSEU termination payment until the end of said leave.

(b) While those employees are off on their current leave of absence, they

will not be entitled to accrue any sick pay under the Local 79 agreement.

(c) For clarity, anyone who receives payments pursuant to the OPSEU STD plan between January 1, 2009 and the date of the issuance of this award will not be entitled to accumulate any sick pay credits under the Local 79 agreement for the month in which they access the STD plan.

(d) For employees who are actively at work on the day on which this award is issued, paragraphs 1 to 5 will apply immediately, subject to the transitional rules. For employees who are off on an absence on the day on which this award is issued, they will be covered by paragraphs 1 to 5, subject to the transitional rules, effective on their first day of active work after the end of their leave of absence.

In the event that the parties have any difficulty in the implementation or interpretation of this order, I shall remain seized. I thank the parties for their cooperation throughout this process.

Dated at Toronto this 2nd day of April, 2009



Janice Johnston
Arbitrator

APPENDIX 'D' - LONG TERM INCOME PROTECTION

This appendix applies to former OPSEU Local 592 members who were on this LTIP as of the signing of the Collective Agreement in 2006.

- 39.14** The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.
- 39.15**
- (a)** The Long Term Income Protection benefit is sixty-six and two-thirds percent (66 2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled, reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for WSIB benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age 65.
 - (b)** Effective January 1, 2001, and annually thereafter, the total monthly payment under subsection 39.15 (a) shall be increased by up to two percent (2.0%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
 - (c)** Long Term Income Protection benefits commence after a qualification period of six (6) months from the date of the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
 - (d)** Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of their normal occupation during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which the employee is reasonably fitted by education, training or experience.
- 39.16** The Employer will continue to make pension contributions and make premium payments for the Dental plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive LTIP benefits under the plan, unless the employee is supplementing a WSIB award.
- 39.17** A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 39.18** Long Term Income Protection coverage will terminate on the date on which an employee ceases to be an employee. If the employee is totally disabled on the date the insurance terminates, the employee shall continue to be insured for that disability.

39.19 If, within three (3) months after benefits from the LTIP plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the LTIP benefit approved for the original disability will be reinstated immediately.

39.20 If an employee who is in receipt of LTIP benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, LTIP will take into account the employee's training, education and experience.

The rehabilitative benefit will be the monthly LTIP benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another Employer.

39.21 The LTIP benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of their earnings as at the date of commencement of total disability.

39.22 (a) When an employee who has been receiving or was eligible to receive LTIP benefits is able to return to full-time employment, the provisions of Article 17, Job Security, with the exception of sub-section 17.5 shall apply.

(b) An employee who is assigned, under this section, to a vacancy in accordance with Sub-sections 17.4, of Article 17 shall, for a period of six (6) months, be paid at the same step they had attained in the salary range of the classification of the position they occupied prior to disability. At the end of that period the employee shall be paid at a rate within the salary range of the classification of the position to which the employee has been assigned.

APPENDIX 'E' - GRIEVANCE PANEL

THE CANADIAN JOINT GRIEVANCE PANEL INC.

SCHEDULE I

RULES OF PROCEDURE FOR THE CANADIAN JOINT GRIEVANCE PANEL INC. AS ESTABLISHED PURSUANT TO THE COLLECTIVE AGREEMENT OR MEMORANDUM OF AGREEMENT ENTERED INTO BY TORONTO COMMUNITY HOUSING CORPORATION AND CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 79.

I. FUNCTION OF THE PANEL

- (A) The Canadian Joint Grievance Panel Inc. has been established jointly by TCHC and Local 79 party to the Collective Agreement. This Panel is designed to provide an alternative to traditional Arbitration Boards and to provide a regular schedule of hearing dates in order to reduce the time required to have a dispute heard.
- (B) The function of the Panel is to hear disputes and to render decisions in accordance with the provisions of the Collective Agreement. The Panel has the same judicial powers as Boards of Arbitration established under the Collective Agreement and a decision rendered by the Panel is final and binding but not precedent setting.

II. COMPOSITION OF THE PANEL

- (A) Local 79 shall provide a list of Representatives who shall comprise the Local 79 Panel of Nominees.
- (B) TCHC shall provide a list of Representatives who shall comprise the TCHC Panel of Nominees.
- (C) Each representative named to a Panel of Nominees should be experienced in the day to day administration of Collective Agreements.
- (D) It shall be the duty of the Coordinator to arrange Hearings.
- (E) No Local 79 Representative or any TCHC Representative who has been directly involved in a grievance or who has participated in the investigation of grievance shall be permitted to act as a member of the Panel hearing the case. It is understood that in the selection of the representatives to the Panel, TCHC will not name a representative from TCHC involved nor will Local 79 name a representative from Local 79 involved.
- (F) At each Hearing, not less than four (4) Panel representatives shall be selected to hear each case presented. The Panel shall consist of two (2) Panel representatives selected from the Union Panel of Nominees, and two (2) Panel representatives selected from the Employer Panel of Nominees, which will constitute the Panel.
- (G) Upon mutual agreement of the parties a case may be heard by a panel comprised of two (2) persons; one (1) of whom shall be selected from the Employer and one (1) from the Union.

- (H) The Panels as listed above (F) or (G) will sit only if all parties involved agree to the composition of the Panel prior to the Hearing.
- (I) At the beginning of each Hearing, one of the four (4) Panelists (or one of the two (2) Panelists), shall be selected to act as Chairperson. Selection of Chairperson of the Panel shall be based upon the mutual agreement of all Panelists.

III. COORDINATOR OF THE PANEL

- (A) It shall be the duty of the Coordinator to maintain a current listing of potential Panelists. The Coordinator shall also advise all parties concerned in the event of changes in the Panel of nominees, prepare a docket of cases to be heard for each day of hearings and to type, reproduce, file and distribute copies of the Panel Awards.

IV. FILING A GRIEVANCE WITH THE PANEL

- (A) Prior to proceeding to Arbitration, the grieving party can request that the matter is referred to the Canadian Joint Grievance Panel Inc., then the grieving party shall:
 - i) Notify the appropriate representative of the other party to the matter in writing of the agreement to have the matter heard by the Canadian Joint Grievance Panel Inc.
 - ii) Notify the Coordinator in writing, either directly or by copy of the notice given in (i), with an enclosed copy of the grievance.

V. TIME AND PLACE OF HEARING

- (A) The Panel shall meet as scheduled by the Coordinator at a date mutually agreed to by the participants.
- (B) The Hearing shall be held at a mutually agreed upon location.
- (C) A Docket of cases to be heard including the Notice of Hearing will be typed and distributed by the Coordinator. The Panel will begin at a mutually agreed upon time and all parties ~~docketed~~ scheduled that day should be present at that time.

VI. OPERATION OF THE PANEL

- (A) The Conduct of Proceeding of the Panel shall be in accordance with the rules, which may be established from time to time by mutual agreement between the parties, the most recent version of which is attached as "Appendix A" of this document.
- (B) During the Hearing, only the members of the Panel hearing the case, parties ~~the~~ presenting the case and the Coordinator shall be allowed to sit in the immediate area where the Hearing is being conducted. Any other observers shall only be allowed to be present where specifically granted permission by the Coordinator of the Panel.
- (C) The Panel shall make all decisions in an executive session after each individual case has been heard. While in Executive Session only Panel members and the Coordinator will be in attendance.
- (D) After each decision is reached by a majority of the Panel, the Panel will issue their Award on the Award Forum provided for this purpose and it shall be signed by the members of the Panel and filed with the Coordinator.

- (E) The Coordinator will mail decisions within 48 hours of the Hearing. No decisions will be given the day of the Hearing.

VII. ADMINISTRATION OF THE PANEL

- (A) All correspondence issued on behalf of The Canadian Joint Grievance Panel Inc. shall be issued on stationary bearing its name. All authorized expenses incurred on behalf of or in the name of The Canadian Joint Grievance Panel Inc. shall be paid jointly by all attending parties.
- (B) Rules and Regulations may be changed or amended by mutual agreement of the participating parties.
- (C) Cancellation fees will be assessed in the following manner:
 - i) If only one party chooses to cancel (either TCHC or Local 79), that party will be responsible for all costs associated with the case.
 - ii) If both parties mutually cancel a case they will both be responsible for the remaining costs operating the Panel on the date the case was scheduled to be heard.
 - iii) In the event of cancellations, it is understood and agreed by both parties that the Coordinator shall be paid a cancellation fee as per (i) or (ii) above.

THE CANADIAN JOINT GRIEVANCE PANEL INC.

“APPENDIX A”

CONDUCT OF PROCEEDINGS

- A CONDUCT OF HEARING
- B DECISIONS OF THE PANEL
- C BACKGROUND TO THE DISPUTE
 - I) Preliminary Objections
 - II) Agreed Facts
 - III) Nature of the Grievance
 - IV) Remedy Sought
- D PRESENTATION OF THE DISPUTE
 - I) Onus of Proof
 - II) Order of Presentation
 - III) Submission of Evidence
 - IV) Arguments
 - V) Objections during the Hearing
- E DECIDING ON THE DISPUTE
 - I) Levels of Proof
 - II) Decision
- F FILING MATERIAL
- G NON-APPEARANCE

A CONDUCT OF HEARING

- I) The Hearing conducted on a relatively informal basis, allows the parties a full say before a Panel of industry experts.

B DECISION OF THE PANEL

- I) The decisions of the Panel are final and binding but not precedent setting.

C BACKGROUND TO THE DISPUTE

I) Preliminary Objections

- i. If the grievance procedure has not been followed as outlined in the Collective Agreement, then the Panel shall dismiss the case or refer it back to the parties.
- ii. Preliminary objections regarding the qualifications or eligibility of the employee or his grievance to be before the Panel are left to the discretion of the Panel
- iii. A preliminary objection to the arbitrability of a grievance must be provided in writing to the other party prior to the hearing.

II) Agreed Facts

- i. The parties may present a written submission pertaining only to the facts of the case to the Panel. Such a statement should briefly outline the facts of the dispute, the clauses of the agreement that have alleged to have been violated and the remedy sought by the grieving party. If no agreement can be reached on the facts, both sides can present their own facts to outline their case.

III) Nature of the Grievance

- i. In order to afford the Panel a clear understanding of the grievance that is being heard, it shall be the responsibility of the grieving party to state the basis of the grievance and to specify the Collective Agreement clauses that are alleged to have been violated.

IV) Remedy Sought

- i. Upon clarification of the nature of the dispute, the grieving party should present the remedy sought. The Panel shall have the flexibility to determine and apply appropriate remedies.

D PRESENTATION OF THE DISPUTE

I) Onus of Proof

- i. In all discipline cases, the initial onus of proof lies with the Employer to substantiate the penalty.
- ii. In all other cases, the initial onus of proof rests with the grieving party to substantiate the grievance.

II) Order of Presentation

- i. The party saddled with the initial onus of proof is deemed to have initiated the action and makes the first presentation regarding the merits of the case.
- ii. The first presentation shall include evidence as to the agreed-upon facts, the facts in dispute, the evidence to be given, the presentation of the evidence and arguments of the case.
- iii. Once the first party has properly presented its case, the onus then shifts to the other party to make its formal presentation of evidence and arguments.
- iv. The subsequent presentations by both sides are then determined by the rules of evidence regarding newly introduced testimony or documents or the introduction of surprise evidence.

III) Submission of Evidence

- i. Evidence may come in the form of witnesses or documents but first must be judged admissible.

IV) Admissibility

- i. All evidence bearing on the case with regard to events related to the issue is admissible. This is considered to be primary evidence of the facts, as they were known at the time that the critical decisions were made. It includes, therefore, any evidence which logically surrounds the alleged violation and any events which were considered at the time.
- ii. Evidence is inadmissible if:
 - (a) It does not relate to the points at issue.
 - (b) Concerns events following the incident that have not been justified as concerning points at issue.
 - (c) Does not establish a fact or refute one previously established.

V) Witnesses

- i. Testimony of witnesses referring to something observed by the witnesses is direct evidence and fully admissible as long as it complies with the conditions in IV (i) above. This evidence can be taken as establishing fact.

- ii. Testimony of a witness referring to something observed but which is not to be used as direct evidence shall be presented as corroborating evidence that will be used to substantiate an action or support an argument to be presented later in the hearing.
- iii. Hearsay evidence presented by a witness must be fully scrutinized as to admissibility and if admissible, have considerably less weight than first hand or direct evidence.
- iv. In the presentation of evidence, the witness may be:
 - (a) Questioned by the party presenting evidence
 - (b) Cross-examined by the other party
 - (c) Re-examined by the initial party
 - (d) Questioned by the Panel
- v. After the witness has been questioned by the Panel, the whole process may be repeated for further clarification solely on the issues raised by a Panel member.
- vi. During a witness's testimony-in-chief, questions asked of the witness should not be phrased so as to lead the witness. Leading questions are permissible on cross-examination. Either party may request the exclusion of witnesses.

VI) Documents

- i. Documents are subject to the same rules of admissibility and are divided into the same classes of evidence as are statements of witnesses.
- ii. Direct documentary evidence may be presented in the form of documents recorded by instrument, i.e. photographs or official records, i.e. attendance record. Direct evidence may also be presented in the form of a report from a qualified "expert" in any given field as long as his qualifications are established. Any of the above may also be introduced as corroborating evidence.
- iii. Documents presenting a person's written recollection of certain events are subject to full scrutiny under the rules of admissibility and should not be accepted unless the writer is in attendance for the purposes of cross-examination.

VII) Arguments

- i. Upon the presentation of all evidence the parties will then present their arguments. The same order of procedure shall follow.

VIII) Objections during the Hearing

- i. Major objections during a hearing will involve:
 - (a) Admissibility of evidence
 - (b) Irregularity in proceeding
 - (c) Jurisdiction of the Panel

- ii. If the Panel is unable to rule immediately on an objection, then an executive session will be held to discuss the individual merits of the objection.
- iii. The Panel has wide discretionary powers in this area that allow it to rule that the objection is denied or at the other end of the spectrum, the case may be adjourned.
- iv. The Panel is empowered to accept all evidence, but is then free to place any value upon it.

E DECIDING ON THE DISPUTE

I. Levels of Proof

- i. When two parties have presented cases alleging different facts, then the two arguments must be weighed. The level of proof may become a determining factor.
- ii. The level of proof used in arbitration is always the civil standard of the balance of probabilities. However, where more serious allegations are made alleging “theft or dishonesty”, the amount and quality of proof while still on balance of probability are generally required to be more compelling. Generally, to sustain a serious allegation like theft or dishonesty, the evidence should be “clear, cogent and compelling”.
- iii. The lower level of proof in cases of conflicting fact is “upon a balance of probabilities and by a preponderance of evidence.” Less stringent interpretation of evidence is required here.
- iv. It should be noted that a great majority of cases will not refer to level of proof because it is not the fact but rather the interpretation of, or alleged violation of the Collective Agreement which is at issue. Further, it should be noted that in dealing with levels of proof, there is no middle ground. Either one level is used, or the other, nothing in between.

II. The Decision

- i. The decision of the Panel shall not be released until the day following the case. This decision is recorded on the Award Form and is signed by each of the panel members.
- ii. The actual decision is usually a simple statement, denying, upholding or deadlocking (unable to reach a majority decision) the grievance on the basis of the evidence presented.
- iii. If the Canadian Joint Grievance Panel Inc. is deadlocked (unable to reach a majority decision), the grieving party may proceed to Arbitration in accordance with the provisions of Article 16 in the Collective Agreement, by informing the other party in writing within twenty (20) days after the Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.
- iv. The Panel has in its powers, the right to amend or reduce penalties or claims brought before them and they may also substitute claims and penalties not

asked for in the original grievance.

- v. There is no mechanism for the review or appeal of decisions since they are given equal weight as arbitration decisions. As a result, appeals or reviews would have to be applied for in the courts on the basis of an error in law or a transgression of jurisdiction.

F **FILING MATERIAL**

- I) Where material (i.e. copy of grievance/warning letter, etc.) is used and relied upon by one of the parties, copies are supplied to the Panel.
- II) All material should be prepared with 7 copies – 4 copies to the Panel, 1 copy to the opposing party, once copy for yourself and one for the Coordinator for inclusion in the record of that case.

APPENDIX 'F' - HEALTH AND SAFETY TERMS OF REFERENCE

**TERMS OF REFERENCE
FOR THE JOINT HEALTH & SAFETY COMMITTEES
OF THE
TORONTO COMMUNITY HOUSING CORPORATION**

AS AGREED BETWEEN

TORONTO COMMUNITY HOUSING CORPORATION (TCHC)
931 YONGE STREET
TORONTO, ONTARIO

- AND -

TORONTO CIVIC EMPLOYEES UNION
LOCAL 416
CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E.)
110 LAIRD DRIVE
TORONTO, ONTARIO

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 79
(CUPE.)
257 ADELAIDE STREET WEST
TORONTO, ONTARIO

- AND -

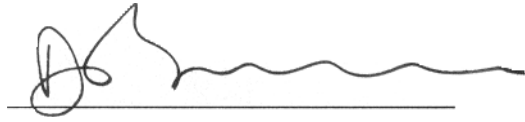
ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
LOCAL 592 & 529
ADMINISTRATIVE AND SECURITY

- AND -

INTERNATIONAL TRADES LOCAL 27, 46, 353

September 4, 2003

TORONTO COMMUNITY HOUSING CORPORATION
931 YONGE STREET
TORONTO, ONTARIO



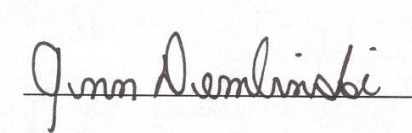
Derek Ballantyne, CEO

FOR TORONTO CIVIC EMPLOYEES UNION
LOCAL 416
CANADIAN UNION OF PUBLIC EMPLOYEES (C.U.P.E.)
110 LAIRD DRIVE
TORONTO, ONTARIO



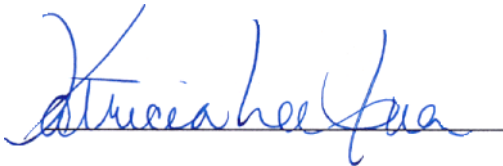
Brian Cochrane, President CUPE, Local 416

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 79
(C.U.P.E.)
257 ADELAIDE STREET WEST
TORONTO, ONTARIO



Ann Dembinski, President Local 79

ONTARIO PUBLIC SERVICE UNION LOCAL 592
O.P.S.E.U.
ADMINISTRATIVE



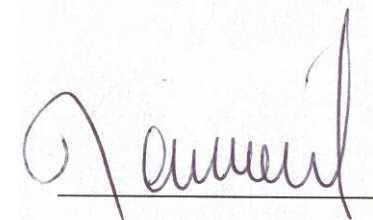
Patricia Lee-Quai, Acting President Local 592

ONTARIO PUBLIC SERVICE UNION LOCAL 529
O.P.S.E.U.
SECURITY



Kamrool Mohamed, President Local 529

(INTERNATIONAL TRADES) LOCAL 27, 46, 353



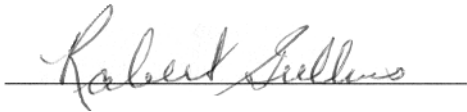
Lister Tennant, Business Representative

(INTERNATIONAL TRADES) LOCAL 27, 46, 353



Jim Hogarth, Business Manager, Local 46

(INTERNATIONAL TRADES) LOCAL 27, 46, 353



Robert Gullins, President, Loc 353 IBEW

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1.0 INTRODUCTION

1.1 The Occupational Health and Safety Act (OHSA) requires the establishment of a Joint Health and Safety Committee(s) where twenty or more workers are regularly employed at a workplace, and that JHSC (Joint Health and Safety Committee/s) meetings are held on a regular basis, no less than quarterly, and as often as the committee deems appropriate.

1.2 It is our firm belief that through joint proactive procedures, educational programs, joint investigations of hazards, and joint resolution of issues, the workplace will be made safer and healthier for all employees.

1.3 The parties acknowledge that the proper functioning of the Joint Health and Safety Committee(s) can only be carried out where representatives of the employer and workers are committed to their responsibilities. To effect this, the undersigned undertake to co-operate and work effectively to ensure implementation and promotion of Health and Safety programs and procedures within TCHC.

1.4 The parties adopt these Terms of Reference in good faith and agree to promote and assist the Joint Health and Safety Committee(s) whenever and wherever possible.

1.5 The parties hereby agree to adopt the Terms of Reference in good faith and agree to assist the Joint Health and Safety Committee(s) and Committee Members by providing such information, resources and support as may be reasonably required for the purposes of carrying out their responsibilities under the Occupational Health and Safety Act, and TCHC Health and Safety programs.

1.6 Health and Safety functions and duties should be considered as priorities over day to day functions.

1.7 The parties agree that the Terms of Reference be reviewed in twelve (12) months from implementation date.

1.8 Should any of the parties to this agreement cease to exist for any reason, its successor will be deemed to be in the same position as the original signing party.

2.0 Joint Health and Safety Coordinating Committee (JHSCC)

2.1 Composition of the Joint Health and Safety Coordinating Committee (JHSCC)

2.1.1 The JHSCC will consist of members representing the employer and workers, of which at least half the members will be workers employed at the workplace who do not exercise managerial functions.

2.1.2 The employer representatives will consist of an executive from senior management designated by the employer, five Managers selected from the local level Joint Health & Safety Committees, a management member from Housing Services Incorporated, and a management member from Housing Connections.

2.1.3 The worker representatives will consist of six CUPE local 416 members (usually the five worker co-chairs of the Operations JHSC's and a worker representing Housing Services Incorporated), four worker representatives of CUPE Local 79 members, one worker

representative of OPSEU 529 Security members and the worker co-chair of the Facilities Management JHSC. The respective unions will appoint or elect representatives to the JHSCC (in accordance with the established practice of the respective bargaining unit).

2.1.4 Advisors/Resources to the committee who will regularly attend meetings include; CUPE Local 416 Chief of Health & Safety or designate, CUPE 79 Health & Safety Full Time Coordinator or designate, OPSEU's 529 Community Safety person or designate and TCHC Health and Safety staff persons or designates.

2.1.5 Two Co-Chairs will be selected for the JHSCC, one by the employer representatives and the other by the worker representatives. Members and Co-Chairs of the JHSCC will serve for a term of two years. The term is renewable. They will alternate the Chair at each meeting.

2.2 Meetings of JHSCC

2.2.1 The JHSCC will meet monthly or as deemed necessary at a time and location mutually agreed upon by the Co-Chairs. The schedule of meetings should be set when possible a year in advance.

2.2.2 A Quorum of the Committee will be satisfied for the conduct of business when 50% of the members are present, one of the Co-Chairs is present and the number of employer representatives does not exceed the number of worker representatives.

2.2.3 The Workplace Health, Safety & Wellness Unit will prepare an agenda after consultation with the Co-Chairs and a copy of the agenda will be sent to all committee members in advance of the meeting.

2.2.4 The employer will provide the necessary resource for the meeting to take minutes and be responsible for having the minutes typed and distributed to the committee members for review at least one week prior to the next JHSCC meeting. Once signed by the Co-Chairs, the minutes shall then be distributed to the following:

- i. JHSCC members;
- ii. Local JHSC Co-Chairs & members
- iii. CEO
- iv. Local 416 CUPE designate
- v. Local 79 CUPE designate
- vi. Local 529 OPSEU designate
- vii. International Trades Locals 27, 46, 353 designates
- viii. Directors and Managers

The Workplace Health, Safety & Wellness Unit will retain the signed copy for records.

2.2.5 Any member of the JHSCC may invite a guest, with notification to the Co-Chairs, to provide information, expertise or to assist the Committee to better understand an issue but the guest will not participate in the regular business of the meeting.

2.3 Roles and Responsibilities of JHSCC

2.3.1 The JHSCC may participate in the development of and will review Health & Safety policies, programs and guidelines.

2.3.2 The JHSCC will make recommendations to the employer for training and education for local JHSCs.

2.3.3 The JHSCC will make recommendations to the employer for resources necessary to the local JHSCs fulfilling their obligations.

2.3.4 The JHSCC will consider and attempt to provide a response and/or action plan by the next meeting for Health & Safety issues brought to it by a local JHSC.

2.3.5 The JHSCC will review investigative reports of all critical injuries.

2.3.6 The JHSCC will review analysis of accident data and reports and make recommendations to the employer.

2.3.7 The JHSCC will address Health & Safety issues related to Designated Substance Regulations through recommendations.

2.3.8 All items discussed in a JHSCC meeting will be dealt with on the basis of consensus rather than by voting on formal motions, whenever possible.

2.3.9 The JHSCC may deal with any Health & Safety matter it deems appropriate but will not seize wrongfully the function of inspecting and reporting on workplace issues which is the primary duty of a local JHSC, nor will it usurp the responsibility or authority of the local JHSC's.

2.3.10 The JHSCC will review the actions of the local JHSCs to evaluate if they are functioning effectively and will make recommendations about unresolved issues or perceived deficiencies.

2.3.11 The JHSCC will identify items/issues that apply to two or more local JHSCs and make recommendations to the employer to get a coordinated response.

2.3.12 The JHSCC will communicate to all local JHSC's on its actions and decisions to ensure consistent application of Health & Safety programs.

2.3.13 The JHSCC will annually review the function of the local JHSC's and the Health & Safety data for that period. The JHSCC will identify any key issues and objectives to be pursued in the next three-year period and may make recommendations how to achieve those objectives.

2.3.14 The JHSCC will have input on tenders that relate to Health & Safety tools and protective equipment.

2.3.15 A JHSCC member with a conflict of interest will not participate in an investigation.

2.3.16 JHSCC members will conduct themselves with integrity at all times when working on committee business.

3.0 JOINT HEALTH & SAFETY COMMITTEE

3.1 STRUCTURE OF LOCAL JHSCs

3.1.1 Five (5) Asset Management (Operations) based Joint Health & Safety Committees, set by Directorates i.e. Central, East, West, OUA Seniors & OUB Seniors.

3.1.2 One (1) Head Office based JHSC (currently 931 Yonge St & 65 Overlea excluding Community Safety Unit)

3.1.3 One (1) Community Safety Unit based JHSC

3.1.4 One (1) Facilities Management based JHSC

3.1.5 One (1) Subsidiary based JHSC (Housing Connections based)

3.1.6 Two Co-Chairs will be selected for each local JHSC, one by the employer and the other by the worker members.

3.2 COMPOSITION OF LOCAL JHSCs

3.2.1 Five Asset Management (Operations) based local JHSCs

i. Each local JHSC will represent a combination of Operating Units based on the Operations Directorates

Membership on these local JHSC's will consist of:

a) Central Directorate – Twelve (12) Management representatives including the Director, twelve (12) Worker Members (8 CUPE local 416 representatives and 4 CUPE local 79 Representatives) and 4 Health & Safety Resources - local 416

b) East Directorate – Nine (9) Management representatives including the Director, nine (9) Worker Members (6 CUPE local 416 representatives and 3 CUPE local 79 Representatives) and 3 Health & Safety Resources - local 416

c) West Directorate – Twelve (12) Management representatives including the Director, and twelve (12) Worker Members (8 CUPE local 416 representatives and 4 CUPE local 79 Representatives) and 4 Health & Safety Resources - local 416

d) OUA - Seniors and Single Family Homes Directorate – Three (3) Management representatives including the Director, eight (8) Worker Members (4 CUPE local 416 representatives and 2 CUPE local 79 Representatives) and 2 Health & Safety Resources - local 416

e) OUB - Seniors and Single Family Homes Directorate – Three (3) Management representatives including the Director, eight (8) Worker Members (4 CUPE local 416 representatives and 2 CUPE local 79 Representatives) and 2 Health & Safety Resources - local 416

The Resource Persons will not be members of the local JHSC, but will be a resource that it is fully authorized by the local JHSC worker members to conduct monthly workplace inspections on behalf of the local JHSC. These resource persons will be known as “Health & Safety Resources - local 416”.

These Resource Persons will be designated under section 9 (3.2) (a) of the Occupational Health and Safety Act, but will not be conferred with the powers under section 43(4)(a), (7), (11), (12) and (13) of the Act.

3.2.2 One (1) Head Office based local JHSCs, covering 931 Yonge St and 65 Overlea (except C.S.U.)

- Two (2) Management Members
- One (1) Exempt Member
- Three (3) Unionized Worker Members (2 CUPE local 79 representatives and 1 CUPE local 416 representative)

3.2.3 One (1) Facilities Management based local JHSC

- Six (6) Management Members
- One (1) Local 416 Worker Members
- Three (3) Worker Members based on
 - o One from local 27,
 - o One from local 46 and
 - o One from local 353
- Three (3) local 79 members

3.2.4 One (1) Community Safety Unit local JHSC

- Three (3) Management Members
- Four (4) Worker Members

3.2.5 Subsidiary based Committees

- i. Housing Connections local JHSC
 - Two (2) Management Members
 - Two (2) local 79 Worker Members

3.3 MEETINGS OF LOCAL JOINT HEALTH & SAFETY COMMITTEES

3.3.1 The local JHSC will meet monthly or as deemed necessary at a time and location mutually agreed upon by the Co-Chairs. The schedule of meetings should be set when possible a year in advance. If the worker Co-Chair position is vacant, then the Local 416 Housing Unit

Health & Safety Representative, the Local 79 Unit Chair, the OPSEU local 529 Unit President or designate (as appropriate based on the worker Co-Chairs Bargaining Unit) will be granted the authority of the worker Co-Chair to cancel or reschedule meetings.

3.3.2 A Quorum of the Committee will be satisfied for the conduct of business when 50% of the members are present, one of the Co-Chairs is present and the number of employer representatives does not exceed the number of worker representatives.

3.3.3 The Co-Chairs will prepare jointly an agenda after consultation with the members and a copy of the agenda will be sent to all local JHSC members in advance of the meeting.

3.3.4 The local JHSC may not alter the terms of any Collective Bargaining Agreement (s).

3.3.5 All items discussed in a local JHSC meeting will be dealt with on the basis of consensus rather than by voting on formal motions, whenever possible. Unresolved issues will be forwarded to the JHSCC and/or Ministry of Labour at the discretion of the local JHSCs.

3.3.6 The local JHSC will appoint a resource for the meeting (except in the Operations Directorates where the employer will provide the resource) to take minutes and be responsible for having the minutes typed and distributed to the committee members for review by the committee. Once approved by the committee and signed by the Co-Chairs, the minutes shall then be distributed to the following:

- All members of the local JHSC;
- Workplace Health, Safety & Wellness Unit;
- To a representative of each of the bargaining units engaged in that work area;
- To the workplace Manager(s) in that jurisdiction who will display the minutes on the Health and Safety Bulletin Board or other prominent place for all workers to read.

3.3.7 All items, whether resolved or not, will be reported in the minutes. Names of local JHSC members will not be used in the minutes except to record attendance and/or to delegate actions items.

3.3.8 Guests may be invited to attend local JHSC meetings by a committee member upon notification of the Co-Chairs to provide information, expertise or to assist the Committee to better understand an issue but the guests will not participate in the regular business of the meeting.

3.3.9 Advisors/ Resources to the committee who may attend meetings of the local JHSC (based on their bargaining unit having membership on the committee) on an occasional basis include CUPE Local 416 Chief of Health & Safety or designate, CUPE 79 Full Time Health & Safety Coordinator or designate, and the OPSEU's 529 Community Safety staff person or designate

3.4 ROLES AND RESPONSIBILITIES OF LOCAL JHSCs

3.4.1 The roles and responsibilities of local Joint Health & Safety Committees are authorized by Section 9 of the Occupational Health and Safety Act.

3.4.2 Local JHSCs worker members or a Health & Safety Resource local 416 person will inspect and report on the physical conditions of the workplace.

- i. Local JHSC's will determine workplace inspection schedules in accordance with direction from the Joint Health and Safety Coordinating Committee
- ii. The local JHSC worker member or Health & Safety Resource local 416 performing the inspection will immediately report conditions to the Supervisor/Manager of the work area and copy the co-chairs of the local JHSC for review at the next meeting.

3.4.3 The local JHSC co-chairs will take such action and make such recommendations at its next meeting in relation to the inspection reports as the Committee deems appropriate;

- If there is no resolution, the local JHSC co-chairs will call a meeting to take action or make recommendations.

3.4.4 Deferred issues from one meeting will be dealt with at the subsequent meeting.

3.4.5 Unresolved issues will be sent directly to the JHSCC for review and a decision, however nothing will preclude a local JHSC or any worker from contacting the Ministry of Labour.

3.4.6 Worker members of the local JHSC will create a "Designated Contact List" containing local JHSC Worker Members (preferably "certified") in priority sequence that will be called upon based on availability and geographical proximity to participate in the investigation of critical injuries and fatalities, to accompany Ministry of Labour (MOL) Inspector(s) during inspections of a workplace, Investigate work refusals or work stoppages, or to be consulted about proposed occupational hygiene assessment strategies and be entitled to be present at the beginning of testing. The "Designated Contact List" list of local JHSC Worker Members and Certified Worker Members will be posted in the work location. If no worker member of the local JHSC from the "Designated Contact List" is available, a worker member from a neighboring local JHSC "Designated Contact List" will be called upon to participate in the investigation.

3.4.7 The local JHSC worker members may appoint a worker member of a local JHSC to investigate, within their jurisdiction, serious workplace accidents and incidents that have the potential for a serious accident.

3.4.8 In all cases of accident a written report (with all information necessary to prevent the accident from happening again) will be given to the local JHSC Co-chairs who have the authority to obtain further information if they deem it necessary. The employer will forward the report to the local JHSC Co-chairs on a weekly basis.

3.4.9 The local JHSC will review all JHSC accident reports for incidents within their jurisdiction.

3.4.10 The local JHSC will promote the Health & Safety programs / policies approved by the JHSCC and the employer and applicable to the issues of the specific workplace. The local JHSC will be pro-active in developing and promoting health and safety programs for the workers.

3.4.11 The local JHSC will make recommendations to the employer to allocate resources for the Committee to fulfill its obligations to achieve a safe and healthy workplace.

3.4.12 The local JHSCs will provide input to the JHSCC and / or the employer on Health & Safety training and education programs, and on the development of Health and Safety policies generally.

3.4.13 The Local JHSC will be provided by the employer with any report that is in the employer's possession respecting occupational Health and Safety.

3.4.14 The local JHSC will consider any Health & Safety issues the Committee deems appropriate.

3.4.15 The local JHSC will maintain the confidentiality that attaches to accident investigation reports except as exempted by the Occupational Health and Safety Act.

3.4.16 A JHSC Member with a conflict of interest will not participate in an investigation.

4.0 OPERATING PROCEDURES

4.1 ENTITLEMENT TO PAY/TIME

4.1.1 JHSC Members are entitled to such time from work as is necessary to attend meetings and training of the Committee and to carry out duties specified in the Occupational Health and Safety Act and this agreement.

4.1.2 All time spent will be deemed to be work time for which the Member will be paid by the employer at the regular or premium rate in accordance with the Collective Bargaining Agreement(s). The employer will assume travel and other related costs arising from performance of these duties.

4.1.3 JHSC Members will be allowed one (1) hour or longer of preparation time for each JHSC meeting, as the Committee determines is necessary.

4.1.4 JHSC Members are entitled to take such time from work as is necessary to carry out their duties regarding workplace inspections, critical injuries, investigations, and workplace facilities. Time so spent shall be paid at the workers' regular or premium rate of pay in accordance with the collective bargaining agreement.

4.1.5 The undersigned parties to this agreement recognize the value of a workforce committed to Health & Safety and agree with the principle of providing incentives for those who carry out Joint Health & Safety duties.

4.2 RESOURCES

4.2.1 JHSC Members must be provided with the appropriate personal protective equipment and supplies required to perform all Health & Safety functions and duties.

4.2.2 Appropriate funds should be allocated to support the function and duties of the joint Health & Safety committees.

4.2.3 Appropriate funds should be allocated to create an effective communication plan.

4.2.4 Appropriate funds should be allocated to support the promotional activities of the JHS Committees.

4.2.5 All JHSC Members involved in investigations or inspections will be provided with a means of communication. All JHSC members who are not otherwise accessible will be provided with a two way means of communications such as a cellular phone, mike-phone, or other such device.

4.2.6 All JHSC Members involved in investigations or inspections will be provided with a means of transportation other than TTC where, and when recommended by the local JHSC.

4.2.7 All JHSC Members will be given access to the Internet through a manager's office or other designated location for Health & Safety research purposes.

4.2.8 Union Health & Safety Advisors/Resources for JHSC members may attend any worksite and shall be provided with reasonable assistance and cooperation in addressing Health & Safety issues.

4.3 EDUCATION

4.3.1 The JHSC Members will be provided with education so that they are knowledgeable in their rights, responsibilities and duties under the Occupational Health and Safety Act.

4.3.2 There will be an employee bulletin board for Health & Safety items in every work location at the appropriate / common location so that employees have access to it.

4.3.3 In each location the following shall be provided or posted:

- i. An updated Occupational Health and Safety Act
- ii. The Health and Safety Policy Statement
- iii. A list of all local committee members, their work location, and contact numbers
- iv. A list of the designated / Certified members to be called in order in the event of an accident / work refusal investigation and workplace testing
- v. A list of those trained in CPR and First Aid for that work area
- vi. The Minutes of Joint Committee meetings for that location
- vii. The Minutes of the Coordinating committee
- viii. Schedule of training opportunities
- ix. Location of Health and Safety Manuals and MSDS Binders
- x. The Workplace Safety and Insurance Board information poster
- xi. Any general Health and Safety information and JHSC Workplace Inspection Reports for the area

4.4 TRAINING

4.4.1 The employer will provide all JHSC Members with Occupational Health and Safety training as recognized for the purposes of legislated Certification including the appropriate workplace specific training, subject to a commitment to serve their term on the JHSC. All parties

will promote and recommend that their membership will as much as possible commit to serving their term on the JHSC.

4.4.2 On-going workplace training will be provided to JHSC Members to ensure Members have the skills and knowledge to address workplace hazards. On-going workplace training includes training courses, trade shows, and conferences.

4.4.3 The Coordinating Committee will make recommendations to the employer on an overall training and education plan.

4.5 WORKER RESPONSIBILITIES

4.5.1 Before bringing a health and safety concern to the attention of the JHSC, a worker is required to discuss the health and safety concern with their immediate supervisor. In addition, the worker can complete a written Hazard Report. Workers may request the assistance of their JHSC Member when completing a Hazard Report or during discussion with their Supervisor. Where able, workers' health and safety concerns shall be resolved immediately. Where the health and safety concern is not resolved within five (5) days, the employee shall notify his or her JHSC.

4.6 INSPECTIONS

4.6.1 All workplaces will be inspected in their entirety once a year. An inspection plan will be established so that, each month, a portion of each workplace will be inspected and this plan will be established by the Coordinating Committee on an annual basis. The appointments (date, worker member assigned) for workplace inspections will be at the discretion of the Worker Member of the JHSC, and shall be established at least one month in advance.

4.6.2 Worker Members or Health and Safety Resources – Local 416 will inspect the physical condition of the workplace according to a schedule established annually.

4.6.3 The Worker Members of the JHSC or Health and Safety Resources – Local 416 will conduct inspections using the workplace-specific inspection forms and checklists appropriate for their work areas. A copy of the completed forms will be posted in the workplace on the Health and Safety bulletin Board.

4.6.4 A copy of the inspection report will be furnished by the Worker Member to the appropriate management representative within three (3) business days of inspection. Imminent hazards will be reported to the manager immediately for corrective action.

4.6.5 The manager or alternate of the appropriate work area shall:

- i. Respond in writing to the JHSC, on a priority basis to the items noted, within a reasonable period of time and in any case within twenty-one (21) days.

4.6.6 Outstanding items from workplace inspection forms will be a standing item at JHSC meetings and unresolved issues will be addressed through written recommendations to Management by the JHSC.

4.6.7 A Worker Member from the Designated Contact List shall accompany a Ministry of Labour Inspector during a Ministry of Labour inspection/investigation of the workplace. If a worker member from the Contact List is unavailable at the time of the inspection, a Member from another Committee will be asked to accompany the Inspector. A management Member of

the JHSC or his/her designate and the manager of the local workplace may accompany the Ministry of Labour Inspector during the inspection or investigation.

4.6.8 The employer or his/her designate will respond within twenty-one (21) days with regard to written JHSC recommendations. This written response will include an assessment of the concern, and will outline who is responsible for resolving the matter, complete with a proposed time frame for action. Any proposed action by the employer will include details of who will be responsible for such action and a proposed time frame for completion.

4.7 INVESTIGATIONS

4.7.1 ACCIDENTS / OCCUPATIONAL DISEASES / WORK-RELATED ILLNESSES

- i. Where a work-related injury, work-related illness, or occupational disease occurs, the JHSC(s) will be notified in accordance with the provisions of Section 3.4.8.

4.7.2 CRITICAL INJURIES

- i. When a critical injury/fatality occurs, the employer must notify the Ministry of Labour, JHSC, and the trade union and act in accordance with Section 51 of the OHS Act.
- ii. A Certified Worker Member of the JHSC must investigate in conjunction with the supervisor/manager. A critical injury report form must be completed and submitted to the Health and Safety Unit within forty-eight (48) hours.
- iii. The Certified Worker Member who investigates an accident must accompany the Ministry of Labour Inspector during any subsequent investigation.

4.8 WORKPLACE TESTING

4.8.1 The Members of the JHSC representing workers will designate a Worker Member to be consulted about proposed Occupational Hygiene assessment strategies. A Worker Member will be entitled to be present at the beginning of testing (OHS Act, Section 11 (3)).

4.9 WORK REFUSALS

4.9.1 Workers have the right to refuse work they believe is likely to endanger them or other workers, and must immediately advise the appropriate supervisor/manager (OHS Act, Section 43.3). Once a work refusal has been initiated, the supervisor/manager will ensure that a Certified Worker Member from the Designated Contact List is present to immediately investigate the work refusal, in conjunction with the supervisor/manager (if the Supervisor/Manager can't immediately rectify the hazard to the workers satisfaction). The supervisor/manager will advise the Workplace Health, Safety & Wellness Unit of the work refusal immediately.

4.9.2 If the work refusal is not resolved, and if the worker or the Certified Worker Member concludes that there is reasonable ground to believe the work is unsafe, the employer, the worker, or a Certified Worker Member, must ensure that a Ministry of Labour inspector is notified. The Certified Worker Member, as well as the concerned worker and representative of the employer must be present while the Ministry of Labour inspector conducts the investigation.

4.9.3 Work being refused is not to be reassigned before an investigation.

4.9.4 After an investigation, another employee may agree to perform the work refused if:

- i. The Designated Worker Member and the supervisor/manager conclude it is appropriate to reassign the work;
- ii. The Ministry of Labour has been called; and;
- iii. The employee agreeing to do the work has been advised (in the presence of the Designated Worker Member) of the original work refusal, the reasons for the refusal, and the result of the investigation.

4.10 DANGEROUS CIRCUMSTANCES (SECTION 44)

4.10.1 A dangerous circumstance is a situation in which:

- i. A provision of the OHS Act is being violated;
- ii. The violation poses a danger or a hazard to a worker or others; and;
- iii. The danger or hazard is such that any delay in controlling it may seriously endanger a worker or others.

4.10.2 When a Certified Worker Member receives a complaint that a dangerous circumstance exists, it is his/her responsibility to investigate the matter. If the matter is found not to be a dangerous circumstance, the matter will be dealt with by the appropriate supervisor/manager and/or the JHSC. If the matter is found to be a dangerous circumstance, the procedure for bilateral work stoppage in the OHS Act will apply.

4.11 HAZARD OR POTENTIAL HAZARD

4.11.1 If a health and safety hazard or potential hazard not otherwise covered by a provision of the Terms of Reference is identified to a supervisor/manager, a Certified Worker Member will be notified and may investigate.

4.12 BILATERAL WORK STOPPAGE PROCEDURES (OHS Act, SECTION 45)

4.12.1 When a Certified Worker Member is aware that a dangerous circumstance exists, he/she must advise the supervisor/manager and request the matter to be investigated.

4.12.2 The supervisor/manager must promptly investigate the situation in the presence of the Certified Worker Member.

4.12.3 If the Certified Worker Member believes that the dangerous circumstance continues to exist, over and above any action taken by the supervisor/manager, the Certified Worker Member may request a Certified Management Member to investigate in the presence of the original Certified Worker Member. If both Certified Members agree that the dangerous circumstance exists, they shall direct the employer to stop the work that is causing the problem. If they so direct, the employer must immediately comply. If the employer has rectified that the dangerous circumstance, to the satisfaction of both Certified Members, the Certified Members may cancel the stop work direction.

4.12.4 If the Certified Members do not agree that a dangerous circumstance exists, either one of them can call a Ministry of Labour Inspector to investigate.

4.12.5 Once an Inspector has been contacted, no worker shall be assigned to work where the dangerous circumstance is alleged to exist until either both Certified Members agree or the Inspector states that the dangerous circumstance has been rectified and no longer exists.

4.13 UNILATERAL WORK STOPPAGE (OHSA, SECTION 46)

4.13.1 A Certified Member has the right to initiate a stop work if they believe the situation is likely to endanger them or other workers, in accordance with Section 46 of OHSA. The provisions of Section 46 and 47 of OHSA then apply.)

5.0 REPRISALS

5.1 There shall be no reprisal against any employee who has acted in compliance with the Occupational Health and Safety Act or regulations in accordance with Section 50 of the OHSA.

5.2 Any employee can contact the Ministry of Labour at any time without reprisal

6.0 DEFINITIONS

Accident – an unplanned occurrence in a sequence of events which results in unintended injury, illness, death and / or property damage including:

- 1) a willful and intentional act, not being the act of the worker
- 2) a chance event occasioned by a physical or natural cause, and
- 3) disablement arising out of, and in the course of employment.

Certified Member – a member of the Joint Health and Safety Committee (JHSC) that has met the training requirements for the certification program, and been issued a certification card by the WSIB and/or the Ministry of Labour and/or the Chief Prevention Officer.

Consensus – means that each committee member is prepared to support a compromise position, even though it may not be their first choice, in order to reach agreement that the whole committee will support.

Critical Injury –as defined in R.R.O. 1990, regulation 834, s.1.

An injury of a serious nature that:

1. places life in jeopardy
2. produces unconsciousness
3. results in substantial loss of blood
4. involves the fracture of a leg or arm but not a finger or toe
5. involves the amputation of a leg, arm, hand or foot but not a finger or toe
6. consists of burns to major portion of the body or causes the loss of sight in an eye.

Designated Contact List – a priority list of Certified and other Worker Members of the JHSCs and contact information, as determined by the respective unions.

I.R.S. – Internal Responsibility System, a system whereby all parties in a workplace (Workers and Management) work together to solve Health and Safety hazards, problems and issues.

Usurp – perform or take away the legislated duties of the local JHSC members, including workplace inspection, investigations of Work Refusals, accidents/incidents or Critical Injuries.

APPENDIX 'G' - WORKLOAD REVIEW FORM

JOINT WORKLOAD REVIEW FORM

(Workload concerns must be discussed with your Manager/Supervisor prior to submitting this form, permitting an opportunity to address the workload concern.)

SECTION ONE: General Information (Please print)

Name(s) of Employees requesting a workload review. (If group, designate one contact person)

_____ Designated contact for group: _____

Reported to Manager: _____ Date(s) of incident: _____
day/ month / year day/ month / year

Manager's name : _____ Location: _____

Classification: _____ Division: _____

Stream (If Applicable): _____

SECTION TWO: Details of concern(s) and date(s)/time, if applicable.

Summarize the workload issue: _____

Did you discuss the occurrence with your Manager/Supervisor? Yes No

If, "Yes", when? _____ Please provide details of what you reported below:

Describe the outcome of the discussions with your Manager/Supervisor: _____

SECTION THREE: Factors you believe contribute to the issue

Check and elaborate as appropriate.

Type of Units/buildings: _____

Number of Units/buildings/clients: _____

Lack of equipment/malfunctioning equipment/lack of supplies: _____

Volume of visitors/walk-ins: _____

Demographics: _____

Being asked to perform duties unrelated to my classification: _____

Call Volume (where applicable): _____

Shortage of staff at the time of the occurrence: _____

Leave / Vacation Sick call(s) Vacancies Other: _____

Critical Incidents: _____

Other: _____

SECTION FOUR: Your recommendations

Please check all the areas you believe should be addressed in order to prevent similar occurrences:

In house training Orientation Review staff ratios Health and Safety Inspection

Equipment Other (specify): _____

Other comments if needed: _____

APPENDIX 'H' - RETURN TO WORK/REHABILITATION PROCEDURE

June 16, 2010

1.0 Purpose

- 1.1 To ensure compliance with “Early and Safe Return to Work” requirements set out in the Workplace Safety & Insurance Act.
- 1.2 To ensure compliance with the Ontario Human Rights Code.
- 1.3 To establish and implement a system designed to efficiently and consistently manage the “Early and Safe Return to Work” of partially disabled workers in an organized manner. The program is designed to facilitate returning an injured worker to his/her usual work duties and to minimize the impact to the organization.
- 1.4 To assist workers recovering from either an occupational or non-occupational personal injury/illness make a safe and speedy return to their usual duties by providing appropriate temporary modification to their work or work regime during the recovery period.
- 1.5 To provide temporary work to bridge the gap between injury/illness and return to usual duties or return to permanently accommodated or new duties.
- 1.6 Where necessary, assess the appropriateness of accommodating permanently disabled workers into productive and meaningful jobs that ensure the integration and dignity of handicapped persons.

2.0 SCOPE

- 2.1 Applies to all workers recovering from personal injury/illness
- 2.2 Applies to all personal injuries including but not limited to sudden trauma, slow onset cumulative strain and exposure related illnesses/diseases.
- 2.3 Applies to personal injuries arising from emotional or psychological trauma, harassment or vulnerability.
- 2.4 Applies to both occupational and non-occupational personal injuries/illnesses.
- 2.5 Applies to all TCHC workers.

3.0 RELATED PROCEDURES AND INSTRUCTIONS

- 3.1 *Accident Reporting Procedure*
- Document No.
- 3.2 *Records Management*
- Document No.
- 3.3 *WSIB Claims Management*
- Document No.
- 3.4 *Privacy Policy*
- Document No.
- 3.5 *Letter re Advance for WSIB claims*
- 3.6 *WSIB Wage Replacement Procedure*

4.0 DEFINITIONS

- 4.1 Accommodation – The qualified and objective process for removing the barriers that may prevent a worker with a handicap from full participation and integration in the workplace to achieve the job outcomes of the essential duties of his/her job/occupation. This may be on a permanent or temporary basis.

- 4.2 Co-operation – The conduct and communication between the worker and Toronto Community Housing Corporation throughout the period of disability that demonstrates the desire and willingness of both parties to develop and proceed toward a successful return to work.
- 4.3 Primary Physician – Health professional or Treating Physician
- 4.4 Essential Duties – The duties or job outcomes that form the core requirements of a job or occupation.
- 4.5 Job Outcome – The purpose of a job duty, e.g. a clean floor, clean window, production of a report, etc. e.g. Sweeping, mopping and polishing are the methods for achieving the job outcome of a clean and shiny floor.
- 4.6 WSIB Form 9 – Notification to WSIB of the date the worker returned to work, type of duties, and rate of pay.
- 4.7 Functional Ability – Information supplied by a regulated health practitioner that identifies the functional range of activities a worker is able to engage in without causing injury and includes quantified measures such as weights, range of motion and degree of exertion.
- 4.8 Early and Safe Return To Work (ESRTW) – The process of cooperation between the worker and the employer that promotes ongoing communication during the period of disability, the providing of functional information; the identification and offering of suitable work and the performance of work that is safe and promotes the healing/recovery of the injured worker.
- 4.9 Suitable Work – Is any job or set of tasks that have been specifically designated for a worker with a temporary partial disability. This could be a modification to an worker’s regular duties, or a change in duties. This designated work consists of selected tasks where the worker, in the process of being rehabilitated, performs the work at the required performance levels.
- 4.10 Maximum Medical Rehabilitation (MMR) - The point of recovery from a personal injury/illness when it is deemed medically unlikely or unpredictable that the worker will enjoy significant future healing or experience worsening – the condition is stable.
- 4.11 Disabling Personal Injury/Illness – Any medical condition that affects a worker’s ability to perform his/her usual job duties.
- 4.12 Total Disability – Level of disability that prevents the injured worker from engaging in any meaningful workplace participation or achieving any job outcomes.
- 4.13 Permanent Disability – The extent that a permanent impairment interferes with the worker’s ability to perform the essential duties of his pre-injury employment and/or be competitive in the job market. (See also 4.20 – Handicap)
- 4.14 Job Demands Analysis (JDA) – The information that identifies the functional requirements necessary to perform a specific job and includes information concerning the range of movement, force requirements, frequency of movements, sustained postures and dynamic activity associated with the work.
- 4.15 Regulated Health practitioner – Any person who is a licensed member of a Health Profession identified in the Table and/or Schedule 1 of the Regulated Health Professions Act in Ontario.
- 4.16 Treating Practitioner – A member of a regulated health profession other than a physician who provides treatment for the injury. Example: chiropractor, physiotherapist, occupational therapist.
- 4.17 Undue Hardship – Either the financial cost associated with accommodation or changes to workstation design, layout, tools or materials of such significance that the viability of the organization will immediately or inevitably be compromised. (Note: Undue Hardship is an objective measurable in the short or long term but may not be expressed as an unqualified or unmeasured and impressionistic opinion.)
- 4.18 De-conditioning – The wasting of muscles, loss of flexibility, loss of mobility and cardiovascular slow-down resulting from lack of use and/or exercise.
- 4.19 Handicap – The extent to which a permanent disability places the worker at a disadvantage to able people and prevents full workplace participation in terms of physicals or psychological limitations so that the handicapped worker is not able to achieve job outcomes or peer interaction.

- 4.20 Temporary Modified Work – An assortment of tasks that may or may not form part of a worker’s usual job duties that is temporarily assigned to a partially disabled worker who is still in the recovery phase of a personal injury or illness. Temporary Modified Work may include the reducing or varying of the worker’s usual hours of work, within the functional capabilities of that worker.
- 4.21 Supervisor – A worker who has charge of a workplace and authority over the workers in that workplace, including the authority to discipline.
- 4.22 Material change-is any change that affects a worker’s entitlement to benefits and services under the Workplace Safety and Insurance Act. Changes include but are not limited to health care status, earnings/income, and return to work status or change of hours (increase or decrease).

5.0 FORMS

- 5.1 *Functional Abilities Form (FAF) – Workplace Safety & Insurance Board*
- 5.2 *Functional Abilities Form for Non-Occupational Illnesses or Accidents – TCHC*
- 5.3 *Job Demands Analysis/Physical Demands Analysis Form*
- 5.4 *Worker’s Claim/Consent Form – Workplace Safety & Insurance Board*
- 5.5 *Worker’s Package –Early and Safe Return to Work Form (TCHC)*
- 5.6 *Return to Work Plan Template (TCHC)*
- 5.7 *Covered by Advances Form 102 – Workplace Safety & Insurance Board*
- 5.8 *WSIB Form 6 - Worker’s Report of Injury*
- 5.9 *WSIB Form 7 - Employer’s Report of Injury*
- 5.10 *WSIB Recurrence Form*
- 5.11 *WSIB Form*
- 5.12 *WSIB Witness Report*
- 5.13 *Letter- Advances for WSIB Payment (sent with copy of Form 7 to worker)*
- 5.14 *Letter - Offer of Modified Duties*
- 5.15 *Letter - Refusal of Modified Duties*
- 5.16 *Letter - Offer of Permanent Accommodation*
- 5.17 *Letter - Follow-up on - Offer of Permanent Accommodation*
- 5.18 *Letter - Refusal of Offer of Permanent Accommodation*
- 5.19 *Supervisor Report of Injury Quatro Safety System)*
- 5.20 *Consent form for Independent Medical Evaluation (IME) or Functional Assessment Evaluation (FAE)*

6.0 REQUIREMENTS

- 6.1 All workers whose physical or mental conditions limit their ability to perform the duties of the usual job in the usual manner will have their needs reviewed to identify a defined temporary modified work program or accommodation.
- 6.2 The process ensures a comparison between the physical and psychological demands of jobs and tasks with a worker’s abilities. The individual plan will be designed to provide the injured worker with duties that encourage a gradual return to the usual job.
- 6.3 The *Forms of 5.0* must be issued, completed and/or returned as required.
- 6.4 The worker’s active participation in assisting the Supervisor and Rehabilitation/Ergonomic Consultant in identifying suitable work.
- 6.5 The Managers, Supervisors, Union Representative and, where appropriate, Human Resource Consultants will actively participate in identifying and providing suitable work.

7.0 RESPONSIBILITIES

7.1 Worker

- 7.1.1 Work in a safe and healthy manner
- 7.1.2 Promptly report all incidents and illness to the supervisor
- 7.1.3 Seek medical attention from a health practitioner in a timely manner when required
- 7.1.4 Ensure completion and return of Functional Abilities Forms
- 7.1.5 Provide release of information for functional abilities
- 7.1.6 Comply with recommendations of health practitioners
- 7.1.7 Attend all medical or rehabilitation appointments as required
- 7.1.8 Schedule medical and rehabilitation appointments in accordance with The Attendance Management Program
- 7.1.9 Keep the supervisor informed of any changes related to their disability and return to work plan
- 7.1.10 Participate in all aspects of the return to work/remain at work process and attend all RTW meetings as requested
- 7.1.11 Maintain contact with the health practitioner
- 7.1.12 Work cooperatively with the supervisor to make adjustments as necessary to ensure every opportunity for a successful return to full productivity
- 7.1.13 Arrange for union representative at RTW/Rehabilitation Meeting, if desired.

7.2 Supervisor/Manager

- 7.2.1 Ensure compliance with first aid requirements and procedures with reporting of injury/illness
- 7.2.2 Maintain contact with worker during absence from work
- 7.2.3 Compliance with communication policy (3.6) and privacy policy (3.7)
- 7.2.4 Initiate rehabilitation program (8.4)
- 7.2.5 Notify the Rehabilitation/Ergonomic Consultant of any problems or cases requiring assistance
- 7.2.6 Receive and review the Functional Abilities Forms
- 7.2.7 Supervisor must update the WSIB consultant with regards to any changes in the worker's occupational status (4.23)
- 7.2.8 Notify the worker that he/she can have union representation at RTW/Rehabilitation meetings
- 7.2.9 Notify the union of RTW/Rehabilitation meetings

7.3 Rehabilitation/Ergonomic Consultant

- 7.3.1 Coordinate the Rehabilitation Program activities of the involved parties
- 7.3.1 Ensure that workers who require a Rehabilitation Program are identified as soon as possible to ensure proper rehabilitation
- 7.3.2 Design an Individual Rehabilitation Plan with input from each identified worker and supervisor
- 7.3.3 Monitor the progress of the Rehabilitation Program
- 7.3.4 Maintain a rehabilitation plan database
- 7.3.5 Review the Functional Abilities Form
- 7.3.6 Liaise with and update WSIB claims consultant and union representative regarding occupational cases
- 7.3.7 Notify the union of RTW/Rehabilitation meetings

7.4 Union Representative

- 7.4.1 Participate in the rehabilitation process
- 7.4.2 Assist with identifying modified work

- 7.4.3 Communicate the benefits of the program to workers
- 7.4.4 Attend meetings as requested

7.5 Health practitioner

- 7.5.1 Determine the worker's functional abilities
- 7.5.2 If requested, review the physical demands analysis to assist with providing abilities information
- 7.5.3 Complete the functional abilities forms
- 7.5.4 Request specialist assessments if appropriate

7.6 Insurer (WSIB or Great West Life)

- 7.6.1 Initiate and maintain contact with injured/ill workers, health practitioners, employer and involved parties
- 7.6.2 Provide prompt written decisions regarding benefit eligibility and entitlement
- 7.6.3 Provide medical, ergonomic and vocational expertise as required
- 7.6.4 Provide mediation when necessary

7.7 Human Resources Consultant

- 7.7.1 Provide information regarding staffing vacancies
- 7.7.2 Provide clarification regarding collective agreements and jurisdictional issues for placement of workers requiring alternate work
- 7.7.3 Provide advice on employment issues that affect the Rehabilitation Program

7.80 WSIB Claims Consultant

- 7.8.1 Complete and submit all WSIB forms according to legislative requirements
- 7.8.2 Submit all other relevant information to WSIB
- 7.8.3 Provide the rehabilitation consultant with a copy of the completed Functional Abilities Form
- 7.8.4 Provide Information and assistance to supervisors and rehabilitation consultant when a worker requires temporary or permanent modified duties
- 7.8.5 Assist payroll to ensure workers' WSIB benefits are paid accurately
- 7.8.6 Liaise with Rehabilitation/Ergonomic Consultant on WSIB RTW plans
- 7.8.7 Provide workers with a copy of Form 7 and Advance letter regarding WSIB Payments

8.0 PROCEDURES

8.1 ACCIDENT REPORTING

8.1.1 WSIB PROCEDURE (Flow Chart 8.1.1)

- 8.1.1.1 In circumstances where First Aid is required and the worker is not able to perform their usual job duties, the supervisor will assign alternate duties and document the incident
- 8.1.2 Alternate or reduced duties may be offered up to a maximum of seven calendar days before reporting to WSIB is required
- 8.1.3 If the worker is assigned alternate or reduced duties and continues to perform modified duties on the seventh calendar day, the WSIB claims consultant must be notified so that the WSIB is informed

- 8.1.4 The supervisor must advise the worker he/she must seek medical attention before the additional alternate or reduced duties will continue to be assigned beyond seven calendar days
- 8.1.5 Where the worker declines to seek medical treatment or evaluation from a health practitioner, the worker will be advised to resume his/her usual job duties
- 8.1.6 A copy of the regular job description and temporary modified duties will be provided to the worker, the WSIB, and to the worker's health practitioner if necessary
- 8.1.7 A worker package will be issued to the worker by the supervisor the first time the worker seeks medical attention for an occupational injury
- 8.1.8 A letter "Letter-Advances for WSIB payments" will be sent with the copy of the Form 7 sent to the worker.
- 8.1.9 In most cases FAF will be returned to the workplace on the date of first medical treatment as soon as reasonably possible
- 8.1.9 Where the FAF is not returned, a follow up call will be made to adjudicator to obtain direction on the functional abilities to make a job offer where appropriate. A letter
- 8.1.10 A letter - "Offer of Modified Duties"#1 will be issued & copied to WSIB.
- 8.1.11 If the claim is denied by WSIB, the WSIB consultant will notify Payroll and Benefits

8.1.2 **NON-OCCUPATIONAL INJURY/ILLNESS (Flow Chart 8.1.2)**

- 8.1.2.1 Worker informs the supervisor that he/she has a non-work related injury or illness.
- 8.1.2.2 A worker package will be issued to the worker by the supervisor the first time the worker seeks medical attention for an non-occupational injury (Non Occupational FAF Form 5.2)
- 8.1.2.3 A copy of the regular job description and temporary modified duties may be provided to the worker and to the worker's health practitioner if necessary
- 8.1.2.4 Worker notifies supervisor immediately before next scheduled shift if unable to work
- 8.1.2.5 The FAF will be returned to the workplace as soon as reasonably possible
- 8.1.2.6 The worker must provide medical authorization for absence, greater than 3 days, in accordance with the respective collective agreement, if applicable
- 8.1.2.7 Where the Non-Occupational FAF is not returned, the supervisor must maintain contact with the worker in accordance with the Attendance Management Program.
- 8.1.2.8 Supervisor records absence on WTES Payroll system

8.2 **OMERS**

Benefit/Pension Administrator forwards a Disability Waiver form to employee for completion. The employee returns the form directly to OMERS for approval. If a disability waiver is approved, the employee is not responsible for contributions to OMERS during absent period.

8.3 IDENTIFYING SUITABLE WORK

8.3.1 **Review of Functional Abilities Form**

Conducted by the Supervisor/Manager and/or Rehabilitation/Ergonomic Consultant - See TCHC Process Flow Charts

8.3.2 **Review of the Job Demands Analysis**

Performed by the Rehabilitation/Ergonomic Consultant

8.3.3 **Review of Job Description**

Conducted by Rehabilitation/Ergonomic Consultant & Manager in consultation with union representative

8.3.4 Identifying Suitable Duties

Manager (In consultation with Rehabilitation/Ergonomic Consultant if required) reviews JDA & FAF and identifies suitable duties in consultation with union representative

8.4 REHABILITATION/RETURN TO WORK PROCEDURE (APPENDICES FOR FLOW CHART-8.4)

GENERAL:

- 8.4.1 The Return to Work process will commence from the time an worker is unable to perform the duties of their usual job in the usual manner for medical reasons (Flow Chart 8.4.1)
- 8.4.1.1 When an Insurer, the Health practitioner or Physician identify the worker is fit for suitable work.
- 8.4.1.2 If pertinent medical information is needed, the worker will be informed of his/her rights regarding the release of medical information and if the worker agrees to the release of this medical information, a consent form will be provided the worker.
- 8.4.1.3 The supervisor meets with Worker, Union and other invited participants receives and reviews the Functional Abilities Form, to determine if there are temporary or permanent restrictions (if there are permanent restrictions see (Section 8.5)
- 8.4.1.4 If the worker's usual occupation or job is unsuitable, a review will take place to identify other duties as required,
- 8.4.1.5 The Health practitioner or the primary physician identify the worker's functional ability and completes the FAF form
- 8.4.1.6 WSIB procedure is followed if applicable
- 8.4.1.7 The worker must return the completed FAF to the supervisor which will be utilized to determine suitable work

8.4.2 WHEN NO REHABILITATION/MODIFICATIONS ARE REQUIRED, THE WORKER RETURNS TO REGULAR DUTIES AND FULL HOURS. Flow chart 8.4.2

- 8.4.2.1 Supervisor meets with worker, to confirm and document return to work duties and full hours
- 8.4.2.2 At the meeting the worker is advised to notify the supervisor of any difficulties with the Return to Work and if ongoing treatment is required
- 8.4.2.3 Supervisor documents meeting outcome and copies the Workplace Health, Safety & Wellness Unit
- 8.4.2.4 WSIB procedure's followed if applicable

8.4.3 WHEN MINOR/ MODERATE REHABILITATION IS REQUIRED (LESS THAN 4 WEEKS REHABILITATION) Flow Chart 8.4.3

- 8.4.3.1 Supervisor meets with worker, union and other invited participants and identifies minor modifications to the worker's usual job
- 8.4.3.2 Supervisor documents the modifications and the meeting outcome and copies the WHSW unit
- 8.4.3.3 Supervisor develops written rehabilitation/ Return to Work Plan (Form 5.6 and provides a copy to worker and Workplace Health, Safety & Wellness Unit
- 8.4.3.4 Supervisor may contact the Rehabilitation/Ergonomic Consultant for assistance
- 8.4.3.5 In all cases, where suitable work has been identified, the supervisor will also identify the duration of the suitable work program based on FAF
- 8.4.3.6 Where the worker, supervisor or supervisor or union requests, the rehabilitation/ergonomic consultant will be contacted to attend a meeting with the worker, the supervisor and a union

representative to assist in the identification of suitable work or prepare a modified work plan based on the FAF

- 8.4.3.7 In some cases, the suitable work program will be progressive in both the number of hours performing the work and workload itself. This information must be recorded at the program's outset so that the start date and progress benchmarks are clearly documented
- 8.4.3.8 Supervisor reports any difficulties/changes regarding the worker's progress to the above parties
- 8.4.3.9 In all cases where the Rehabilitation program will be longer than two weeks, at least one progress meeting will be scheduled by the supervisor with the worker and union representative to discuss progress
- 8.4.3.10 Prior to progress meeting the supervisor obtains an updated Functional Abilities Form from the worker to confirm worker's fitness to return to regular duties and notifies the union
- 8.4.3.11 WSIB procedure followed if applicable

8.4.4 WHEN COMPLEX REHABILITATION IS REQUIRED (MORE THAN 4-12 WEEKS) Flow Chart 8.4.4

- 8.4.4.1 Supervisor and the Rehabilitation/Ergonomic Consultant review the Functional Abilities Form
- 8.4.4.2 A RTW meeting is scheduled by the supervisor
- 8.4.4.3 Return to work meeting takes place. Worker supervisor, rehabilitation/ergonomic consultant, union and other invited participants attend to identify any potentially suitable duties
- 8.4.4.4 Supervisor and rehabilitation/ergonomic consultant, union and worker review the job description/job demands analysis
- 8.4.4.5 Rehabilitation/Ergonomic Consultant and the supervisor identify potentially suitable duties
- 8.4.4.6 Rehabilitation/Ergonomic Consultant documents the meeting and outcome
- 8.4.4.7 The RTW/Rehabilitation Plan is developed and prepared by the Rehabilitation/Ergonomic Consultant
- 8.4.4.8 The RTW/Rehabilitation Plan is distributed to all participants
- 8.4.4.9 Worker commences RTW plan
- 8.4.4.10 Supervisor monitors the worker's progress and communicates any problems to the participants
- 8.4.4.11 Where suitable work is difficult to match with the limitation on file; or, where there is a difference of opinion regarding the worker's abilities arrangements may be undertaken for the worker to provide further functional information as requested or to undergo an independent medical assessment mutually agreeable to all parties.
- 8.4.4.12 The Rehabilitation/Ergonomic Consultant will make arrangements for a third party assessments if required
- 8.4.4.13 In all cases where the rehabilitation program will be longer than 4 weeks, regular progress meetings will be held at least every 4 weeks or as required or stipulated by the functional information
- 8.4.4.14 WSIB procedure followed if applicable

8.5 ACCOMMODATIONS OF PERMANENT LIMITATIONS Flow Chart 8.5

- 8.5.1 Where the injury is such that the worker will not likely make a complete recovery based on the medical and permanent limitations identified, (see flow charts), a meeting with all parties will take place to determine whether or how much of the base job can be performed in the usual manner by the worker
- 8.5.2 All parties will review whether there are any other available materials, tools, equipment or alternate methods for achieving the job outcomes of the worker's usual occupation for those duties that cannot be performed because of the worker's limitations/restrictions

- 8.5.3 While conducting the review, the worker will be assigned temporary modified work as per the FAF
- 8.5.4 Once it has been identified that the worker can be accommodated into the worker's base occupation, the Rehabilitation/Ergonomic Consultant will document the accommodations and prepare a report with recommendations which will be forwarded to all parties
- 8.5.5 The Rehabilitation/Ergonomic Consultant, meets with the Human Resources consultant, Labour Relations and Workplace Health, Safety & Wellness Manager to determine plan approval
- 8.5.6 Where required the Rehabilitation/Ergonomic Consultant may make arrangements for an ergonomic assessment based on the job duties performed to assist in determining whether the essential duties of the base job may be modified without having to alter the job outcome
- 8.5.7 The plan is sent to all parties to review for acceptance
- 8.5.8 Where, in the opinion of either the human resources consultant, the worker, the supervisor or the union rep the changes required for accommodation for the base job are so significant that they pose a health and safety risk to others, **or** alter the job outcome to expose the company to undue hardship,
 - I. An alternate location and/ or alternate work will be explored within the company.
 - II. A Wage Protection clause may apply as per the employee's collective agreement
- 8.5.9 The human resources consultant will review the job demands analysis/psychological demands for the available positions and conduct a review per Flow charts 8.5.1, 8.5.2 and 8.5.3 and forward recommendations to all parties.
- 8.5.10 The human resources consultant will review the worker's HR file to identify which of the physically suitable jobs available also match the worker's skill, ability and eligibility to apply for the vacancy(ies) in accordance with company policy and any applicable articles of the collective agreement, and WSIB if applicable.
- 8.5.11 Human resources consultant will request a list of all available positions and/or potential postings for which the worker and give the list to the manager, the worker and the union representative
- 8.5.12 Where the worker cannot be accommodated within the company, the human resources consultant will meet with the worker, the manager and a union representative to discuss the worker's options and provide whatever assistance is necessary with regard to employment, benefits, and options
- 8.5.13 In cases of occupational injury, the WSIB claims consultant will advise the WSIB of the determination and request that labour market re-entry services be provided for the worker
- 8.5.14 Whenever the job of an accommodated worker is changed because of the change of circumstances in his/her work location or where the worker applies for a different position, the case will be reviewed by the human resources consultant per the process set out in Flow Chart 8.5.
- 8.5.15 Employees with permanent limitations, resulting from non-occupational disabilities who are accommodated in alternate positions, will receive their pre-accommodation rate of pay for the first two years. Upon conclusion of the two (2) year period the employee's placement will be reviewed. Should the employee not be able to be accommodated in their pre-injury classification they shall be paid the rate for the classification they are to be accommodated in.
- 8.5.16 Employees with permanent limitations, resulting from an occupational disability, will immediately be paid the wage rate for the alternate position and will receive permanent loss-of-earnings in accordance with Workplace Safety and Insurance Act, if there is a wage loss, provided that the employee's earnings shall not be less than their pre-injury earnings.

8.6 RETURN TO WORK/REHABILITATION MEETINGS

8.6.1 SCHEDULING

- 8.6.1.1 If an worker has been off work or requires modified duties there will be a Rehabilitation/ Return to Work Meeting
- 8.6.1.2 The supervisor schedules the meeting and notifies the worker. The supervisor must inform the worker that he/she can have union representation at RTW/Rehabilitation meetings (see 7.2.8). The manager/supervisor arranges for union representative at RTW/Rehabilitation Meeting, if desired. (7.1.13). The Union representative attend meetings as requested (7.4.4).

8.6.2 ATTENDANCE

- 8.6.2.1 Worker and supervisor and union meet to discuss Rehabilitation/ Return to Work issues
- 8.6.2.2 The Rehabilitation/Ergonomic Consultant will be requested to attend the meeting where there are moderate or complex limitation for longer then 4 weeks

8.6.3 THE PURPOSE OF THE MEETING

- 8.6.3.1 To identify duties the worker will perform as part of the Rehabilitation Program
- 8.6.3.2 To develop a schedule for progressing the worker to regular duties
- 8.6.3.3 To confirm all participants' responsibilities for a successful Rehabilitation Program

8.6.4 GUIDELINES FOR THE RETURN TO WORK/REHABILITATION PLAN

- 8.6.4.1 The supervisor, worker, union and other parties discusses the suitable duties with all participants and encourages feedback and suggestions
- 8.6.4.2 All parties are cautioned not to share confidential medical information with anyone in the workplace
- 8.6.4.3 If pertinent medical information is needed, the worker will be informed of his/her rights regarding the release of medical information and if the worker agrees to the release of this medical information, a consent form will be provided the worker.8.6.4.4 The participants review the agreed upon plan to ensure understanding and support for the plan

8.6.5 PREPARING THE WRITTEN RETURN TO WORK/REHABILITATION PLAN: (See Form 5.6)

The written RTW/Rehabilitation Plan template will include:

- 8.6.5.1 Worker's Name
- 8.6.5.2 Date of the meeting & location
- 8.6.5.3 Time and duration of meeting
- 8.6.5.4 Meeting participants
- 8.6.5.5 The worker's identified abilities (as per FAF)
- 8.6.5.6 The agreed upon job and /or job tasks
- 8.6.5.7 A schedule for increasing job tasks or hours (if applicable)
- 8.6.5.8 All parties agree to adhere to the work and provide support to the worker throughout the duration of the plan
- 8.6.5.9 The parties' commitment to provide support to the worker throughout the duration of the plan
- 8.6.5.10 Dates for follow-up meeting
- 8.6.5.11 Signature of the person who prepares the plan
- 8.6.5.12 Date the plan was prepared
- 8.6.5.13 The Actions are items to be completed as agreed to in the meeting
- 8.6.5.14 Distribution/communication of the Written Plan

8.6.6 THE RETURN TO WORK/REHABILITATION PLAN DISTRIBUTION

- 8.6.6.1 The worker
- 8.6.6.2 The supervisor
- 8.6.6.3 The union
- 8.6.6.4 The WSIB consultant if a work-related injury and forwarded to the WSIB
- 8.6.6.5 The Rehabilitation/Ergonomic Consultant
- 8.6.6.6 The Human Resources Division, if limitations are permanent
- 8.6.6.7 The health practitioner, if required
- 8.6.6.8 The health and safety manager
- 8.6.6.9 Other invited participants at the meeting based on assessment

8.7 MONITORING THE RETURN TO WORK/REHABILITATION PLAN

- 8.7.1 The supervisor will meet with the worker once per week to obtain the worker's feedback or concerns regarding the Return to Work Plan
- 8.7.2 The supervisor will contact the rehabilitation consultant if difficulties arise regarding the worker's abilities to complete the outlined duties
- 8.7.3 The supervisor will advise all parties of the worker's completion of plan/ return to full duties
- 8.7 Any of the parties involved with the RTW/Rehabilitation process may request a follow-up meeting to discuss any concerns they may have

8.8 PROGRESS MEETINGS

- 8.8.1 All participants in the initial return to work/rehabilitation meeting will be invited to attend scheduled progress meetings. Where possible, the same union representative from the initial meeting will be requested to attend all subsequent progress meetings.
- 8.8.2 Prior to the progress meetings the worker will be requested to obtain an updated Functional Abilities Form
- 8.8.3 The supervisor coordinates the progress meetings.
- 8.8.4 The Functional Abilities Forms will be reviewed to determine that the rehabilitation/return to work plan is progressing
- 8.8.5 The Rehabilitation/Ergonomic Consultant documents the progress meetings and distributes to all parties. If the Rehabilitation/Ergonomic Consultant is not present, the supervisor will document the meeting
- 8.8.6 The minutes of all progress meetings are official documents for the file.
- 8.8.7 Any changes to the modified job description will be documented and forwarded to all parties
- 8.8.8 If the worker's functional limitations have increased, and this is an occupational injury, the rehabilitation/ergonomic consultant will notify the WSIB claims consultant to notify the WSIB.
- 8.8.9 If the functional limitations have increased or there is no progress in a non-occupational plan, then the Rehabilitation/Ergonomic Consultant will forward a letter to the healthcare practitioner with the job description, requesting clarification and all parties will be copied.
- 8.8.10 A meeting will be scheduled for all parties when the final Functional Abilities Form is received
- 8.8.11 The Rehabilitation/Ergonomic Consultant will monitor the worker's progress until the worker returns to full duties
- 8.8.12 The Rehabilitation/Ergonomic Consultant notifies the WSIB claims consultant if applicable and the WSIB is notified.
- 8.8.13 Any of the parties involved with the RTW/Rehabilitation process may request a follow-up meeting to discuss any concerns they may have

8.9 WSIB WAGE REPLACEMENT FUND

8.9.1 The wage replacement process is implemented if an employee will be off more than one month.
See TCHC Procedure - WSIB Wage Replacement Procedure.

9.0 REFERENCE DOCUMENTS

- 9.1 Workplace Safety & Insurance Act
- 9.2 Ontario Human Rights Code
- 9.3 Occupational Health and Safety Act
- 9.4 The Collective Agreements

10.0 REVISION NOTES

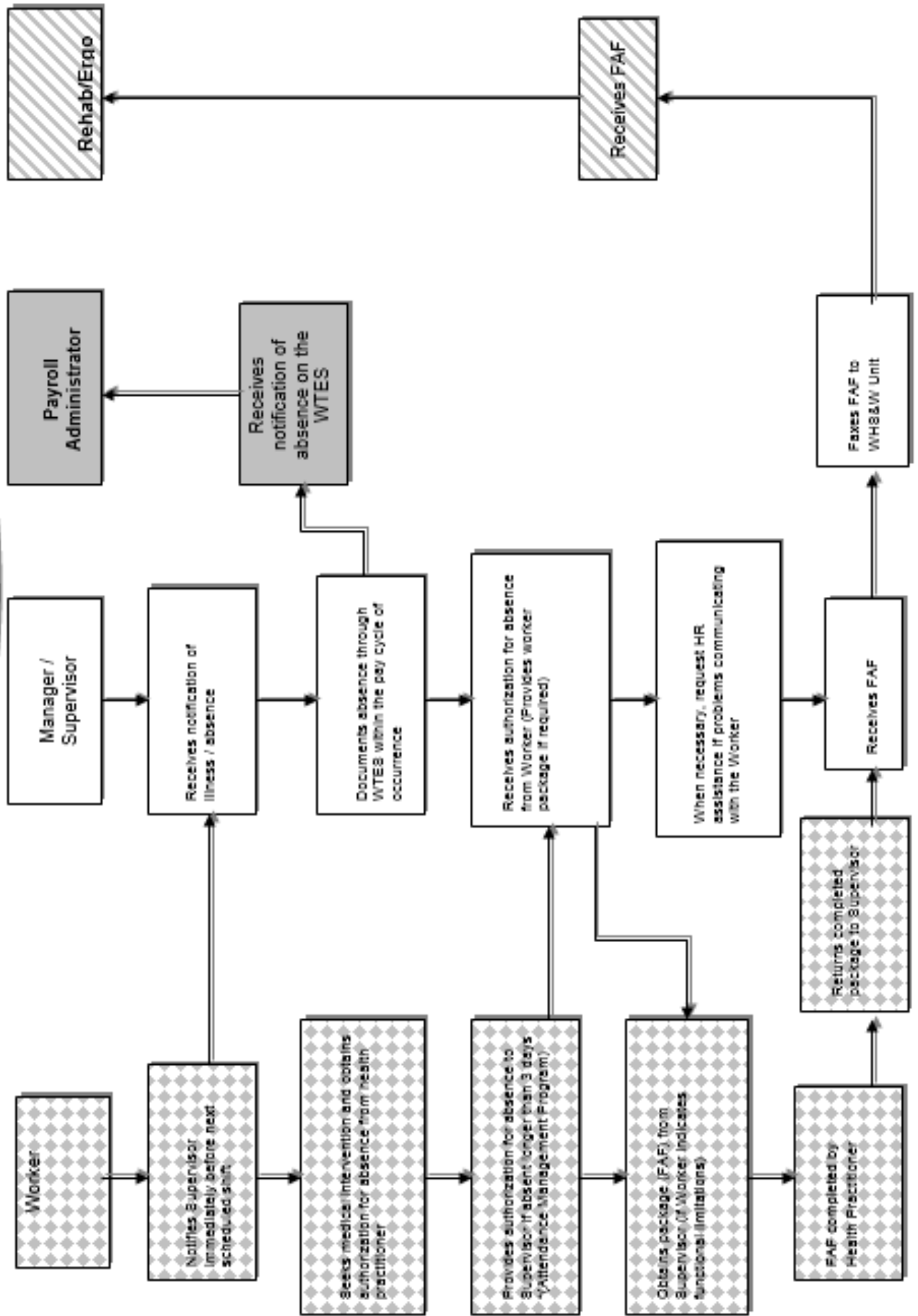
Original Document: April 15, 2009

Revision 1: June 16, 2010

Workplace Health, Safety & Wellness Unit
Human Resources Division

APPENDIX 2:

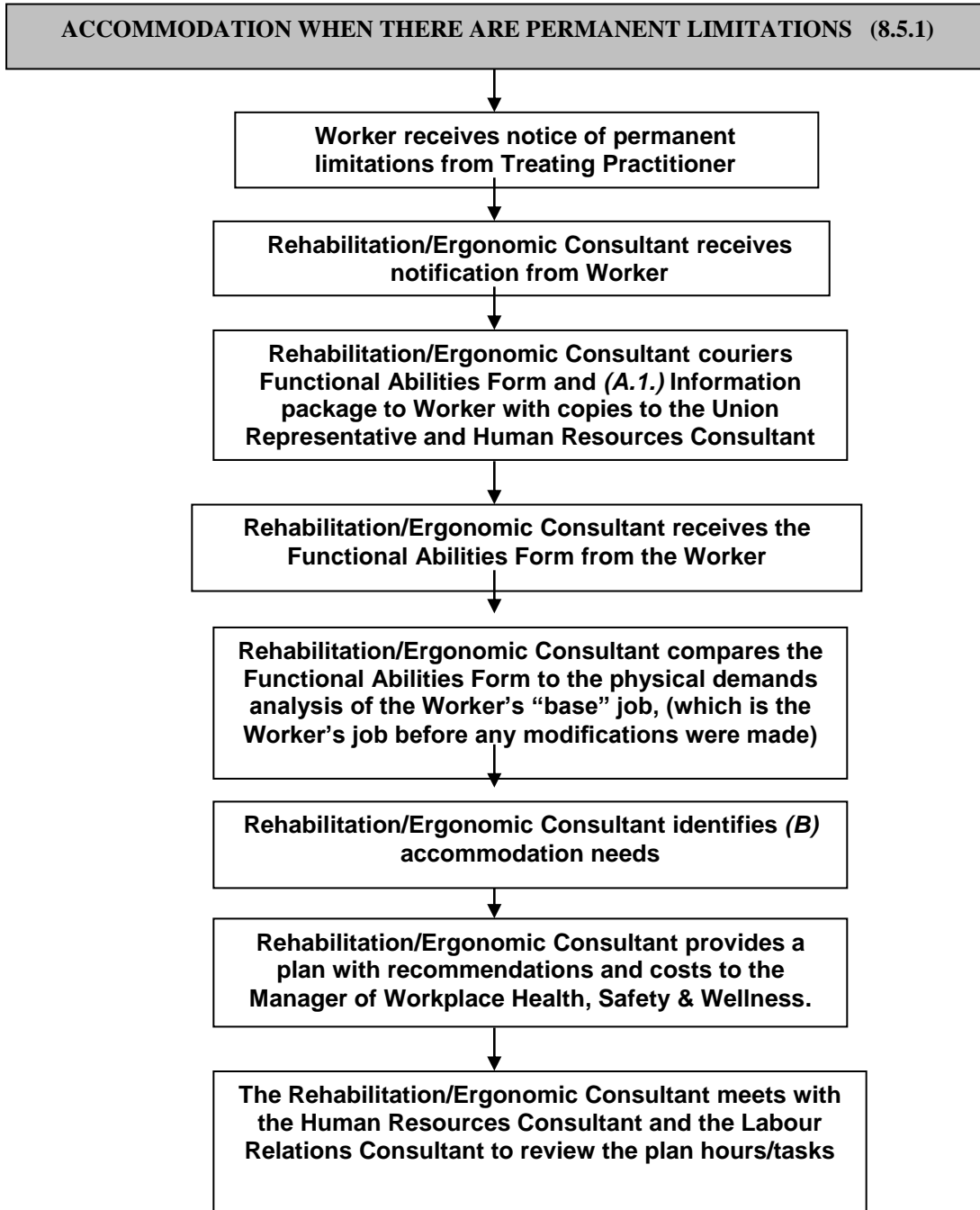
Reporting of Non-Occupational Injury / Illness Flow Chart 8.1.2



Appendix 3- RETURN TO WORK/ REHABILITATION PROCESS - Flow Chart 8.4



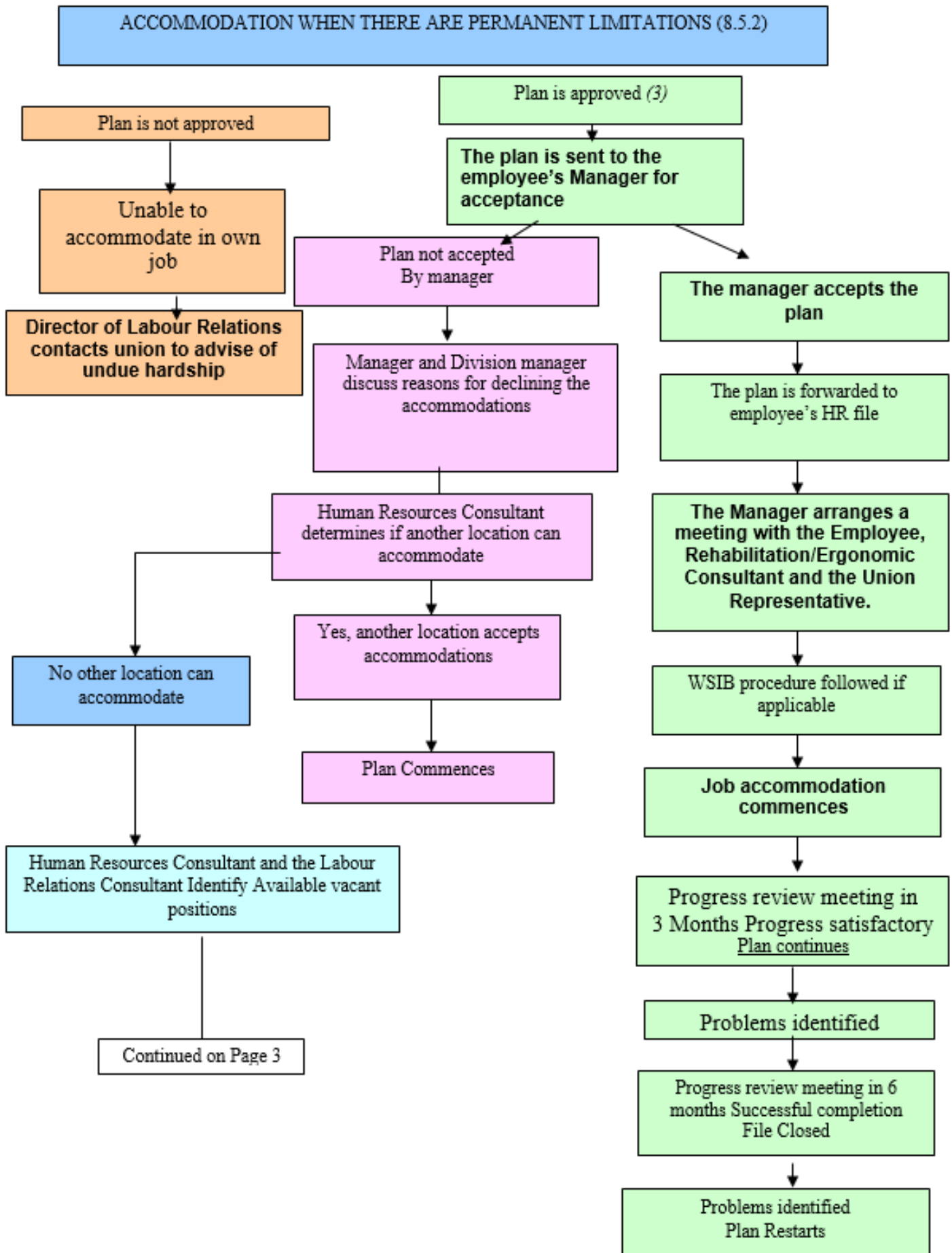
Appendix 4



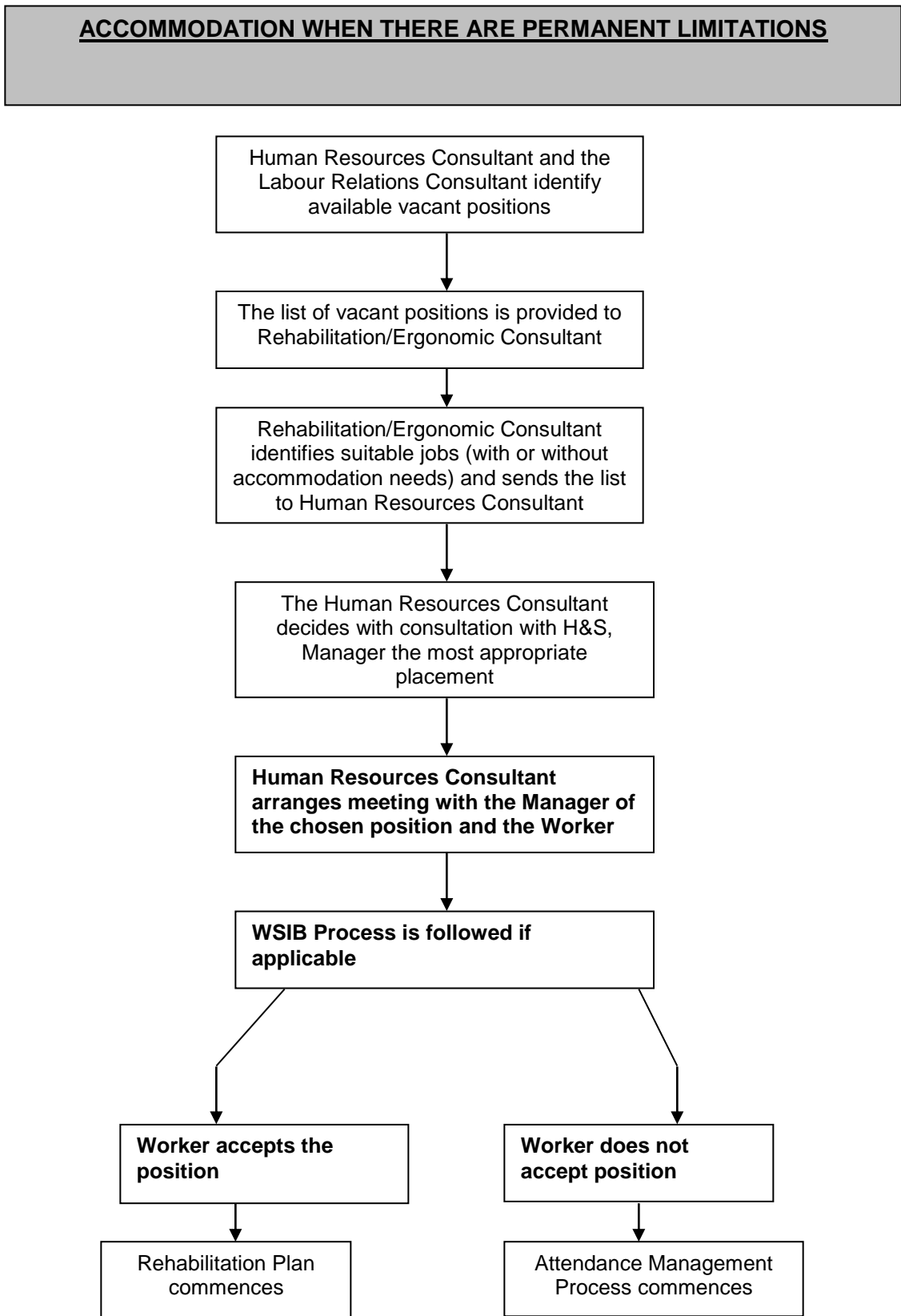
Appendix:

- (1)
 - A.1. Information package contains the Functional Abilities Form, letter to treating practitioner and a letter to worker advising of urgency to return the completed form and/or contact the Rehabilitation Consultant or the Union Representative
 - A.2. A reminder letter is sent in 4 weeks if there has been no contact with the Worker
 - A.3. A second reminder letter is sent in 4 weeks advising the Worker to respond in 7 days or there may be job action.
- (2)
 - B. Accommodation needs are identified by determining how much of the Worker's job can be performed in the usual manner; Worker's needs can be accommodated with tools and different ways of doing things

APPENDIX 5



APPENDIX 6 PERMANENT ACCOMMODATION FLOW CHART 8.5.



Entered into this 5th day of July, 2013 on behalf of

**THE NEGOTIATING COMMITTEE
OF THE TCHC**

(Signed)

Anand Maharaj

(Signed)

Jennifer Bond

(Signed)

Graham Leah

(Signed)

Lori Steidl

(Signed)

Mina Bahgat

(Signed)

Teresa Sarno

(Signed)

Steven Curic

**THE NEGOTIATING COMMITTEE
OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 79**

(Signed)

Tim Maguire

(Signed)

Nancy Murphy

(Signed)

David Kidd

(Signed)

Ainsworth Hamilton

(Signed)

Sofia Reno

(Signed)

Avaline Miller

(Signed)

Dave Colosimo

(Signed)

Deborah LeBlanc

(Signed)

Kim Small

(Signed)

Janet McIvor
Assigned CUPE National Representative

C.U.P.E. LOCAL 79

TCHC

MEMORANDUM OF AGREEMENT ITEMS

January 1, 2012 – December 31, 2015

The parties agree that these items do not form part of the Collective Agreement.

Union Security - Article 3

MEMORANDUM OF AGREEMENT

PAY SYSTEM REPORT CRITERIA

The parties agree to meet forthwith following the date of ratification to discuss pay system report criteria, to ensure a full review and understanding of information needs and appropriate methods of addressing these needs.

Wages and Salaries - Article 6

MEMORANDUM OF AGREEMENT

BETWEEN:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 79

(hereinafter referred to as the "Local 79")

-and-

TORONTO COMMUNITY HOUSING CORPORATION

(hereinafter referred to as the "Employer")

WHEREAS Local 79 and the Employer are parties to a Letter of Intent incorporated into the recently expired Collective Agreement titled Harmonization, Job Evaluation and Pay Equity;

AND WHEREAS the parties through the Committee identified in the Letter of Intent were unable to complete the tasks assigned to it as described in the Letter and as a result the outstanding matters have been placed before Mr. Kaplan as contemplated in paragraphs 8. and 9. of the Letter.

NOW THEREFORE Local 79 and the Employer agree as follows:

1. The second and third recitals and paragraphs 4. through 12. of the Letter of Intent titled Harmonization, Job Evaluation and Pay Equity are hereby incorporated into this Memorandum.

2. Notwithstanding paragraph 1. and without in any way diminishing its content Local 79 and the Employer confirm:

i. Mr. Kaplan has been properly appointed and has jurisdiction to hear and dispose of all matters contemplated by the Letter of Intent as confirmed in paragraph 1. above.

ii. The Employer confirms that the comprehensive job evaluation program contemplated by this Memorandum of Agreement whether imposed by Mr. Kaplan or mutually agreed shall constitute the parties' Pay Equity Plan and further, shall be applicable to all employees in the bargaining unit covered by the parties' Collective Agreement.

3. This Memorandum of Agreement although not forming part of the Collective Agreement shall be enforceable as though incorporated into the Collective Agreement. For the sake of greater clarity and the

extent necessary the grievance/arbitration process set out in the Collective Agreement shall be deemed incorporated into the Memorandum of Agreement.

4. The parties acknowledge that, once the process outlined in this Letter of Intent are complete, neither party will have any further recourse to the dispute resolution provisions of this Letter of Intent. The forgoing shall not derogate from any right set forth in paragraph 8. of the Letter of Intent titled Harmonization, Job Evaluation and Pay Equity incorporated into this Memorandum pursuant to paragraph 1. above.

Dated this 22nd day of May, 2013.

Jennifer Bond
For TCHC

Tim Maguire
For Local 79

Wages and Salaries - Article 6

MEMORANDUM OF AGREEMENT

The parties agree to a four (4) year term expiring December 31, 2015 with wage adjustments increases as follows:

January 1, 2012	0
January 1, 2013	1.5%
January 1, 2014	2.00%
January 1, 2015	2.25%

Effective January 1, 2013 increase all rates for all classification payable on December 31, 2012 by 1.5%

Effective January 1, 2014 increase all rates for all classification payable on December 31, 2013 by 2.00%

Effective January 1, 2015 increase all rates for all classification payable on December 31, 2014 by 2.25%

Wages and Salaries - Article 6

MEMORANDUM OF AGREEMENT

Retroactivity

Within ninety (90) working days following ratification of the Memorandum of Agreement, said wage increase shall be implemented and each active employee as of date of ratification shall receive retroactive pay on 2013 earnings less statutory or other deductions required by law including union dues.

Benefits - Article 12

**MEMORANDUM OF AGREEMENT
LTIP Former OPSEU**

For former members of the former OPSEU Local 592 who, as of the date of ratification, are in receipt of LTIP, shall remain covered by such plan. Further, the parties agree that the former OPSEU LTIP Plan, Article 39.14 to 39.23 shall be appended and shall form part of this agreement for this purpose.

Grievance Procedure - Article 16

MEMORANDUM OF AGREEMENT

**For The Canadian Joint Grievance Panel Inc.
Schedule 1**

BETWEEN:

Toronto Community Housing Corporation
(Hereinafter referred to as TCHC)

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES Local 79
(Hereinafter referred to as Local 79)

(Hereinafter referred to as the Parties)

WHEREAS TCHC and Local 79 have agreed to a grievance procedure, as provided in Article 16 of the Collective Agreement, and;

WHEREAS TCHC and Local 79 wish to institute an additional procedure for the resolution of grievances;

THEREFORE, the TCHC and Local 79 agree as follows:

1. Prior to proceeding to arbitration, the grieving party can request and if mutually agreed, that the grievance be referred to the Canadian Joint Grievance Panel Inc., established for this purpose by TCHC and Local 79. Discharge grievances will not be referred to this process. The grieving party will advise the other party in writing of its intention to proceed to the Canadian Joint Grievance Panel Inc. within fourteen (14) days after the completion of Step 3 of the Grievance Procedure.

2. The Canadian Joint Grievance Panel Inc. shall be comprised of four (4) persons; two (2) of whom shall be selected by TCHC and two (2) by Local 79. In the event that four (4) persons are not available, and upon mutual agreement of the parties the Canadian Joint Grievance Panel Inc. shall be comprised of two (2) persons; one (1) of whom shall be selected from the Employer and one (1) from the Union. Neither TCHC nor Local 79 shall select a representative who has any involvement in the case as per II (E) of schedule I.

3. The Canadian Joint Grievance Panel Inc. shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.

4. The majority decision of the Canadian Joint Grievance Panel Inc. on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Canadian Joint Grievance Panel Inc. shall not be used as precedents.

5. If the Canadian Joint Grievance Panel Inc. is unable to reach a majority decision as outlined in Schedule 1 pursuant to paragraph (3) above, the grieving party may proceed to Arbitration in accordance with the provisions of article 16 in the Collective Agreement, by informing the other party in writing within twenty (20) days after the Canadian Joint Grievance Panel Inc. advises the parties that it is unable to reach a majority decision.

6. The Canadian Joint Grievance Panel Inc. shall be governed by the Rules of Procedure and the Conduct of Proceedings established for the Panel, with necessary modifications, as set out in Schedule 1 attached hereto.

7. The parties agree that this Memorandum of Agreement and the attached Schedule 1 will not form part of the Collective Agreement between the parties. The parties further agree that this Memorandum of Agreement and accompanying schedule shall be deemed to expire effective December 30th, 2015 subject to any agreement by the parties to extend this MOA and accompanying schedule for a definite or indefinite period of time.

Dated this 22nd day of May, 2013.

Jennifer Bond
For TCHC

Tim Maguire
For Local 79

Employment Security - Article 21

MEMORANDUM OF AGREEMENT

CONTRACTING IN

Notwithstanding any other provisions of the Collective Agreement, the parties agree to meet, within one (1) year of the expiration of the private management contracts, in order to discuss opportunities for the feasibility of contracting in. TCHC shall provide the relevant information needed to facilitate discussions.

MEMORANDUM OF AGREEMENT

B E T W E E N:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 79
(hereinafter "Local 79")

- and -

TORONTO COMMUNITY HOUSING CORPORATION
(hereinafter "TCHC")

WHEREAS the Collective Agreement contains the following expressions:

1. employee(s) in the "Temporary Service"
2. temporary employee(s)

AND WHEREAS the parties are desirous of ensuring consistency of language in their Collective Agreement to the extent possible.

NOW THEREFORE the parties agree as follows:

1. The aforementioned terms shall be substituted for the term "employee(s) in the temporary service" wherever the aforementioned terms appear in the Collective Agreement.
2. The amendments described in paragraph 1 above are clerical only and shall not be construed as altering in any way the interpretation of the Collective Agreement or any article thereof.

DATED at Toronto this 18th day of April 2013.

Nancy Murphy
For Local 79

Jennifer Bond
For TCHC

MEMORANDUM OF AGREEMENT

B E T W E E N:
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 79
(hereinafter "Local 79")

- and -

TORONTO COMMUNITY HOUSING CORPORATION
(hereinafter "TCHC")

WHEREAS the Collective Agreement contains the following expressions:

1. employee(s) in the "Permanent Service"
2. Permanent employee(s)

AND WHEREAS the parties are desirous of ensuring consistency of language in their Collective Agreement to the extent possible.

NOW THEREFORE the parties agree as follows:

1. The aforementioned terms shall be substituted for the term "employee(s) in the permanent service" wherever the aforementioned terms appear in the Collective Agreement.
2. The amendments described in paragraph 1 above are clerical only and shall not be construed as altering in any way the interpretation of the Collective Agreement or any article thereof.

DATED at Toronto this 18th day of April 2013.

Nancy Murphy

For Local 79

Jennifer Bond

For TCHC

TCHC POLICIES

The attached TCHC policies were in place at the time that TCHC and Local 79 agreed to append them to the Collective Agreement. For the most up-to-date version of these and other TCHC policies, please log on to TCHC's intranet website.

POLICIES

- 1) Elections Policy
- 2) Earned Deferral Leave Policy
- 3) Workplace Violence and Harassment Policy



Elections Policy

Policy Owner: Strategic Planning

Type: Policy

Date Approved: August, 2013

Approved By: Board of Directors

Next Review: August, 2015

Policy Summary

The Elections Policy governs the roles and responsibilities of Toronto Community Housing employees to ensure that residents receive timely information during official election campaigns, residents' privacy rights are upheld, and all contact with candidates and/or agents are directed to the Public Affairs division. The Elections Policy also provides direction to employees, Board members and residents on how Toronto Community Housing resources can and cannot be used during elections, and sets out conditions for employees seeking political office.

Policy Statement

During municipal, school board, provincial and federal election campaign periods, Toronto Community Housing and its

employees, Board members and residents will:

- support residents to ensure they receive timely information on elections, political parties and candidates.
- act in accordance with privacy legislation by keeping resident information private and not releasing it.
- ensure that requests from election candidates or their agents are managed by the Public Affairs division.
- ensure that Toronto Community Housing resources are not used to promote or give unfair advantage to any candidate, political party, or question on a ballot during an election or at any other time.
- support employee participation in political activities by granting unpaid leave to those seeking election.

Purpose

The purpose of this policy is to:

- outline Toronto Community Housing's responsibilities during elections.
- outline how Toronto Community Housing resources can and cannot be used during elections.
- guide the conduct of Toronto Community Housing employees, Board members and residents during official election campaign periods, including those seeking political office.

Scope

The Elections Policy governs election activities on Toronto Community Housing property. The Policy applies to all Toronto Community Housing employees, Board members, and residents, including those running for political office. The Policy applies to Toronto Community Housing resources including employees, events, facilities, funds, information and infrastructure.

Policy Details

The Elections Policy Guidelines provide detailed information on how to apply the Policy in the following areas:

- Election Activities on Toronto Community Housing Property.

- Election Signs.
- Protection of Resident Privacy.
- Election-related Inquiries.
- Use of Toronto Community Housing Resources during Election Period.
- Workplace Conduct during Election Period.
- Employees Seeking Political Office.

Definitions

Election –

- An election or by-election at the municipal, school board, provincial or federal level of government, or the submission of a question or by-law to the electors.

Election Materials –

- Any materials advertising or promoting a candidate in an election that are intended to influence persons to vote for or against a candidate or a question on a ballot. Materials may include literature, banners, posters, pictures, buttons, clothing, etc. Election materials also include materials in all media, including websites or social media.

Earned Deferred Leave Policy

Earned Deferred Leave Policy Document type: HR Policy	Effective date: September 1, 2003
Approved by: HR/LR Committee	Approval date: February 2003
References: <ul style="list-style-type: none">- Probationary Period Policy- Vacation Policy- <i>Income Tax Act</i> and Regulations	

Contents

The Earned Deferred Leave Policy covers the following topics: Topic
Scope
Overview
Conditions
Approval and documentation process
Job security
Benefits
Withdrawal from the program

Scope

This policy applies to permanent, full-time management and exempt employees who have a minimum of one year of continuous service.

Overview

The Earned Deferred Leave Program enables employees to defer part of their annual gross salary to fund a future leave of absence for personal reasons.

To fund the leave of absence, employees will be paid at a reduced salary while working full time. Toronto Community Housing Corporation will retain the portion of the employee's salary that is withheld.

The employee will accumulate leave credits for the difference between the reduced salary and full salary. When the deferral period is completed, the employee will have accumulated sufficient credits to allow them to take a leave of absence while continuing on the payroll at the reduced salary.

Conditions

Employees who take part in the Earned Deferred Leave program must make a written commitment to return to employment with TCHC for a time at least equal to the period of leave. Failure to comply with this regulation may result in penalties under the *Income Tax Act*.

The requested leave must be for at least 6 months and no more than 12 months.

Salary deferral must begin at least one year before the leave starts, and no more than five years before the leave starts.

During the leave of absence, employees may not work for Toronto Community Housing Corporation or any of its subsidiaries in any capacity, either full time, part time or temporary.

Approval and documentation process

The Earned Deferred Leave program and contract are governed by and administered in accordance with Section 248(1) of the *Income Tax Act* and Regulation 6801.

Requests for leave are subject to operational requirements and must be made well in advance. Requests should be submitted to unit managers and approved by the division Vice President in consultation with the VP, Human Resources.

The response to the request must be given to the employee in writing.

If the request is deferred or denied, the reasons will be outlined and the employee will be told if the request may be granted at some future date.

If the request is approved, the terms of the leave must be documented and agreed to by both parties. Employees may defer up to 33 1/3% of their annual gross (pre-tax) salary. The percentage of annual salary deferred will be determined based on the timing and duration of the leave period.

The agreement must include:

- payment options;
- period of leave;
- the employee's choices for continuing benefits;
- a commitment from the employee to return to employment;
- any other details of the deferral payment plan and leave period.

Canada Pension (CPP) and Employment Insurance

CPP and Employment Insurance premiums are deducted during the deferral period.

During the leave period the employee does not contribute to CPP or Employment Insurance. The leave period is not counted as insurable employment. **TCHC Earned Deferred Leave Policy 3 of 3**

Job security

While the employee is on leave, their position may be filled with temporary staff or left vacant, depending on operational requirements. At the end of the leave period, the employee returns to their former position or an alternative position at the same level.

Benefits

Employees on deferred leave may continue their benefits coverage. The employee must pay their contribution and TCHC will continue to pay the employer portion.

The leave period is considered a break in service for the purpose of calculating pension service. However, employees have the option to buy back pension service for the period of the leave upon their return to work.

The employee does not accumulate vacation entitlement during the leave period. However the leave still counts toward years of unbroken service used to calculate eligible vacation based on years of service.

Withdrawal from the program

An employee may withdraw from the program during the deferral period in extenuating circumstances. The total amount withheld will be paid to the employee as a one time lump sum refund. Payroll will process the refund as quickly as possible.

If an employee resigns or is terminated before taking the leave, a lump sum payment, less income tax and CPP deductions will be paid to the employee. If the employee dies, the payment will be made to the employee's estate.

Workplace Violence and Harassment Policy



Toronto Community Housing Corporation Health and Safety Unit	FINAL	
Date: June 13, 2011	Document Number:	Version 2
Title: Workplace Violence and Workplace Harassment Policy		

Purpose

Toronto Community Housing Corporation (“Toronto Community Housing”) and its subsidiaries, Housing Services Inc. and Housing Connections (collectively, “subsidiaries”) is committed to working with its workers to provide a safe work environment. Toronto Community Housing and its subsidiaries will not tolerate any acts of workplace violence and harassment and will take all reasonable and practical measures to prevent and protect /workers from acts of workplace violence and harassment. Appropriate remedial, disciplinary, and/or legal action will be taken according to the circumstances.

Scope of Policy

The Workplace Violence and Workplace Harassment Policy (“Policy”) recognizes that workplace harassment and violence may occur between workers, tenants and the public. The Policy should be applied in conjunction with the Toronto Community Housing, Human Rights, Harassment and Fair Access Policy.

All employees, contractors, tenants, volunteers, students or persons engaged in business with Toronto Community Housing and its subsidiaries’ are expected to uphold this Policy and work together to ensure a healthy, safe and respectful work environment.

Definitions

“Workplace Harassment” is engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.¹

“Workplace Violence” is:

- (a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker.
- (b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker.
- (c) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.²

For the purpose of this Policy, **workplace violence and workplace harassment** includes but is not limited to:

¹ Bill 168, An Act to Amend the *Occupational Health and Safety Act* (Violence and Harassment), 2009, s. 1(1).

² Bill 168, An Act to Amend the *Occupational Health and Safety Act* (Violence and Harassment), 2009, s. 1(1).

- Physical acts (e.g., hitting, shoving, pushing, or kicking)
- Any threat, behaviour or action which is real or implied interpreted to carry the potential to harm or endanger the safety of others, result in an act of aggression, or destroy or damage property
- Disruptive behaviour that is not appropriate to the work environment i.e. yelling, pounding on table or deemed abusive
- Bullying and psychological abuse

Responsibilities

All workers are responsible for preventing and reporting acts of violence and harassment that threaten or perceive to threaten a safe work environment.

Management will:

- Understand and uphold the principles of this Policy
- Communicate this Policy and its procedures to all workers
- Conduct workplace violence risk assessments to determine whether the nature of the work or the work environment places, or may place, /workers at risk of violence
- Consult with the Workplace Health, Safety & Wellness Unit, Joint Health and Safety Committees (JHSC) and where appropriate, Community Safety Unit (CSU) in conducting workplace violence risk assessments
- Take all reasonable and practical measures to minimize or eliminate identified risks identified through the risk assessment process, workplace inspections, or the occurrence of a workplace violence incident
- Implement a process for reporting and investigating incidents of violence and harassment
- Respond promptly to all reports of violence and harassment, address immediately all incidents of workplace violence and harassment, and not condone or permit any conduct or behaviour contrary to this Policy
- Provide information, including appropriate personal information, related to a risk of workplace violence from a person with a history of violent behaviour. If a worker can be expected to encounter that person in the course of his or her work and the risk of workplace violence is likely to expose that worker to physical injury³
- Review at least annually, the effectiveness of this Policy, making improvements to this Policy and/or departmental procedures, as required

Workplace Health Safety & Wellness Unit will:

- Assist management staff to implement this Policy, develop procedures, and review the Policy and procedures at least annually
- Participate in workplace violence risk assessment.
- Consult with the Human Rights and Equity Unit, Employee Services and Labour Relations Unit where a complaint has been filed as Workplace Harassment
- Participate in workplace violence and harassment investigations as required
- Report to the Workplace Safety & Insurance Board (WSIB) and Ministry of Labour (MOL) as required to comply with legislative requirements

Joint Health and Safety Committees (JHSC) will:

- Review the workplace violence risk assessment results and provide recommendations to management to reduce or eliminate the risk of workplace violence

³ Bill 168, An Act to Amend the *Occupational Health and Safety Act* (Violence and Harassment), 2009, s. 32.0.5(3).

- Review all reports forwarded to the JHSC regarding workplace violence and harassment and other incident reports as appropriate pertaining to incidents of workplace violence and harassment that result in personal injury or threat of personal injury, property damage, or police involvement
- Participate in the investigation of critical injuries (e.g., places life in jeopardy, results in substantial blood loss, fracture of leg or arm, etc.)
- Respond to worker concerns related to workplace violence and harassment and communicate these to management
- Review annually the effectiveness of the Policy and guidelines and recommend changes as required by consulting with management staff and worker representatives

Joint Health and Safety Coordinating Committee (JHSCC) will:

- Review annually the effectiveness of the Policy and guidelines and recommend changes as required by consulting with management staff and worker representatives

Workers will:

- Follow safe work practices to maintain a safe work environment
- Not engage in or ignore violent, harassing, threatening, intimidating or other disruptive behaviours
- Report promptly to their supervisor (or the appropriate alternative) any incident where the worker is subjected to, witnesses, or has knowledge of workplace violence and harassment, or has reason to believe that workplace violence and harassment may occur
- Cooperate with investigations

Incident Reporting & Investigation

Toronto Community Housing has established procedures that workers and management must follow to report all incidents of violence and harassment in the workplace and to report concerns about situations that could become violent. All employees must report acts of workplace harassment and violence as per the *Workplace Violence and Harassment Reporting Procedure* – see attached Appendix A to this Policy. Investigations of workplace violence must be conducted in accordance with *Accident/Incident Reporting Procedure*.

Investigations into workplace harassment shall be conducted in a manner consistent with the Human Rights Harassment Fair Access Staff Complaints Procedure.

These procedures have been established to ensure that incidents receive an appropriate and timely response and ensure procedural fairness.

Reprisal

Toronto Community Housing and its subsidiaries prohibit reprisals against individuals, acting in good faith, who report incidents of workplace violence and harassment or act as witnesses. Management will take all reasonable and practical measures to prevent reprisals, threats of reprisal, or further violence and harassment. Reprisal is defined as any act of retaliation, either direct or indirect.

References

Bill 168, An Act to Amend the *Occupational Health and Safety Act* (Violence and Harassment), 2009.
 Occupational Health and Safety Act of Ontario (R.S.O. 1990, c. 0.1)
 Criminal Code of Canada (1985)
 Ontario Human Rights Code (R.S.O. 1990, c. H.19, s. 5(1))
 Human Rights Harassment Fair Access Policy

Human Rights Harassment Fair Access Staff Complaints Procedure
Critical Incident Protocol
Critical Incident and Traumatic Response Procedure
Accident/Incident Reporting Procedure
Workplace Safety and Insurance Act of Ontario

Revisions

Original Document: February 29, 2008
Revision No. 1: June 22, 2010
Revision No. 2: June 13, 2011
Review Date: June 13, 2012

Approvals

Approval: Joint Health & Safety Coordinating Committee (JHSCC)
February 9, 2011
Approval: The Executive Committee
June 13, 2011

*Prepared by:
Bill 168 Project Team
Workplace Health, Safety & Wellness Unit
Human Resources Division*

Appendix A – Workplace Violence and Harassment Policy

Workplace Violence and Harassment Reporting Procedure

