

THIS COLLECTIVE AGREEMENT IS BETWEEN:

**TORONTO CIVIC EMPLOYEES' UNION,
LOCAL 416, CANADIAN UNION OF PUBLIC
EMPLOYEES
herein called "The Union", OF THE FIRST PART,**

and

**TORONTO COMMUNITY HOUSING CORPORATION,
herein called "TCHC", OF THE SECOND PART.**

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Article 1 - PURPOSE

- 1.01** The general purpose of this Agreement is to establish mutually satisfactory relations between the TCHC and its employees; and to provide for the prompt and equitable disposition of grievances, and to establish and maintain safe, satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of the Agreement.

Article 2 - RECOGNITION

- 2.01** The TCHC recognizes the Union as the sole bargaining agent for all employees of the Toronto Community Housing Corporation who occupy the positions set forth in Schedule "A".
- 2.02 (a)** In this Agreement the word "employee" means a person hired by TCHC for either Permanent or Temporary employment in a position which comes within the bargaining unit described in clause 2.01.
- 2.02 (b)** A temporary employee 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 meet unexpected workload demands of a temporary nature.
- 2.02 (c)** "Permanent employees" are employees who have satisfactorily completed the probationary period under Article 5 and occupy a job classification set out in Schedule "A".
- 2.03** Whenever TCHC establishes a new non-union position, the Director, Labour Relations and Employee Services will provide the Union with thirty (30) calendar days written notice prior to the implementation of said position.
- In the event that the Union is of the opinion that the position may come within the 416 Unit, the Union shall so notify the Director of Employee and Labour Relations within five (5) calendar days of the Union's receipt of the notice from TCHC. If requested, TCHC shall meet with the Union forthwith for the purpose of discussing the matter.
- The question as to the position's inclusion in or exclusion from the 416 Unit shall be determined by mutual agreement or, in the absence of an agreement, the Union may file a grievance under Article 21. Such grievance shall be initiated at Step 3 of the grievance procedure.
- 2.04** The Union and the employees recognize and acknowledge that it is the exclusive function of TCHC to:
- (i) maintain order, discipline and efficiency;
 - (ii) hire, discharge, layoff, direct, classify, transfer, re-assign, schedule hours of work, promote, demote and suspend or otherwise discipline any

employee provided that 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

(iii) 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**.

2.05 **TCHC** agrees that it will not exercise the foregoing functions in a manner inconsistent with the **provisions** of this Agreement.

2.06 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.

2.07 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.

2.08 If a temporary employee has **been** continuously employed in ~~the~~ same position **for** longer than twelve (12) months, the **status** of the position will **be** reviewed with the Union and **TCHC** and **if** the position is considered permanent, the position **will** be posted in accordance with **the** Collective Agreement, unless a permanent employee has a claim to the position or **the** position is expected to **be eliminated** in the near future.

Article 3 - UNION REPRESENTATION

3.01 (a) **TCHC** acknowledges the right of the Union to appoint or otherwise select an Executive. **TCHC** will recognize and discuss with members of **the said** Executive any matters properly arising out of this Agreement.

3.01 (b) If leaving the **worksite** to attend any Union business, the Steward **will** inform his/her manager with the following information:

- (i) **Time** leaving site
- (ii) Location attending
- (iii) Expected return time

If attending a meeting **with a** staff member at a different location the Steward **will** inform the **manager of** the location he/she **will be** attending and the approximate length of time of the meeting.

3.02 The name **and** jurisdiction of each of the members of the above Executive, and the name of the Chairperson from time to time selected, shall **be** given to **TCHC**, through the **Director**, Labour Relations and Employee Services, **in** writing, and **TCHC** shall not be required to recognize any such member until it has been notified in writing by the Union of the **name** and jurisdiction **of** such member.

3.03 **TCHC** shall recognize all Shop Stewards **elected/appointed** by the Union and **the** Union will **supply** **TCHC** with a list of **all** of its Shop Stewards **as soon as they are** **elected/appointed**, and thereafter Will notify **TCHC** in writing of any changes.

- 3.04 The Union will notify TCHC in writing of the work area(s) each Shop Steward represents,
- 3.05 The Shop Steward referenced in Article 20 (Discipline, Suspension and Discharge) will be the Shop Steward for the employee's specific work area as provided for in Article 20.
- 3.06 TCHC will recognize representatives of the Union authorized by the Union to attend meetings provided for under the Collective Agreement. The Union agrees to notify TCHC in writing in advance of the names of its representatives.
- 3.07 When meetings are held between Union representatives and TCHC, TCHC 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 representative in attendance at such meeting.

Labour-Management Committee

- 3.08 A Labour-Management Committee shall be set up to discuss topics of general interest and overall conditions in TCHC. Its purpose will be to provide an outlet for the exchange of ideas between TCHC and its employees on matters of general interest and it shall, from time to time, as it sees fit, make recommendations, which will make for a greater degree of cooperation and understanding between the parties concerned. The Director, Labour Relations and Employee Services, of TCHC or Recording Secretary of the Union shall notify the other party in the event that a meeting of the Labour-Management Committee is desired. 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,

Union Negotiating Committee

- 3.09 TCHC will recognize a Negotiating Committee, which shall consist of up to five (5) members selected by the Union at its sole discretion. Leave of absence without loss of pay or benefits and with accumulation of seniority shall be granted to the members of the Union's 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, Labour Relations and Employee Services.

- 3.10 (a) TCHC will provide at least two (2) weeks prior notice in writing to the Union when TCHC intends to permanently transfer an employee who is a Shop Steward from the work area they are normally assigned to represent. Such notice shall set out the reasons for the transfer. If requested, a meeting shall be arranged to discuss any issues arising out of such transfer.
- 3.10 (b) the foregoing provision shall not apply in the case of temporary or seasonal transfers, or transfers required due to emergencies.

Occupational Health and Safety Representative

- 3.11 TCHC agrees to utilize the unions TCHC occupational health and safety representative as required. Where said representative is utilized there shall be no discipline or reprisals resulting from the representatives absence from work when attending to their health and safety related duties.

Full Time Office or Position

3.12 (a) Where **an** employee **is** elected or appointed to the full-time position of President, Vice-President or Treasurer within the Union, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Director, Labour Relations and Employee Services. Upon receipt of such request, such leave of absence will be granted, provided that such leave shall involve no cost to TCHC except that during the period of leave for the above-noted full-time officers, they will continue to accrue sick credits in their sick banks, for use upon the end of such leave, in accordance with the provisions of the Collective Agreement.

Upon expiration of their term of office, the above-mentioned employee (i.e., the President, Vice-president or Treasurer) shall be returned to their former position, if such position continues to exist, or if such position does not exist, the employee shall have the option of accessing Article 28 (Employment Security and Redeployment) or being placed in a position in a classification comparable to that which they were employed before the commencement of the full-time leave.

3.12 (b) When an employee is elected or appointed to a full-time position or office within a municipal, provincial or federal labour organization with which the Union is affiliated, the Union shall submit a request for leave of absence on behalf of the employee concerned to the Director, Labour Relations and Employee Services. Such leave of absence shall be granted, provided that such leave shall involve no cost to TCHC and provided further that upon expiration of his/her term of office, the employee shall be returned to his/her former position, if such position continues to exist, or if such position does not exist, to a position in a classification comparable to that in which he/she was employed before taking office,

Leave of Absence with Pay – Union Business

3.12 (c) Upon request from Local 416, TCHC shall provide a leave of absence with pay and full benefits to the Housing Unit Chair or Housing Vice Chair. The referenced Unit Chair (or Vice Chair) 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 are the Outside Division Chair and/or the Chief of Stewards, should they be employees of TCHC.

The Chair/Vice Chair 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 individuals shall provide on a bi-weekly basis a log outlining which meetings they attended, which TCHC representatives they met with, including the date and times at the meetings. The times 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 leaves will commence on the beginning of the first pay period after TCHC received the Union's request.

Leave for Authorized Labour Convention or Conference

- 3.13 (a)** Subject to ~~two~~ (2) weeks **notice**, leave of absence without pay shall be granted ~~for all duly elected/~~ selected delegates from the Union who are employees of TCHC to attend any authorized Labour Convention.
- 3.13 (b)** With ~~reasonable~~ notice to TCHC, leave of absence, without **pay, shall be** granted to all duly ~~elected/~~ selected delegates from ~~the~~ Union who are employees of TCHC to attend authorized Labour Conferences.

No Loss of Seniority and No Break in Service

- 3.14** Whenever an employee is granted leave of **absence** with or without pay under Article 3, 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 otherwise **be** entitled.
- 3.15** Whenever an employee is on **leave** of absence without pay on Union business, TCHC **shall pay** the employee's **wages** and benefits, ~~in~~ **the** Union and the Union shall, **forthwith**, provide full reimbursement to TCHC. **This provision does not apply** to employees who are elected or appointed to full-time positions ~~or~~ offices under clause 3.12(a) and (b).

Approval of Leaves of Absence

- 3.16** With ~~the~~ exception of leaves granted in accordance with clause 3.09, 3.12(a), 3.12(b), 3.12(c), 3.13 (a) and 3.13 (b), leaves of absence with or without **pay are subject to approval** by TCHC. Such approval **shall** not be unreasonably withheld.

Article 4 - UNION SECURITY

- 4.01** 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 416 Unit shall become **members** of the Union upon 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 the Union, other than **for** engaging in unlawful activity **against** the Union.

TCHC **shall provide on** a ~~bi-weekly~~ **basis** an itemized accounting report **detailed** by **employee, union** dues, and ~~bi-weekly~~ earnings included in dues calculations.

On an annual basis, TCHC shall **certify** that the amounts deducted from members of Local 416 and remitted to **the** Local Union for the year have been **reconciled** against the T4 supplementary forms for **employees**.

- 4.02** TCHC **shall, in respect of all employees coming** within the 416 Unit:
- (i)** upon commencement of employment, deduct from each pay **of** such employee such **sums for** dues and assessments, ~~levies~~ and initiation fees to the Union which **are payable by** such employee **as the** By-laws of the Union **may from time to time provide, and**
 - (ii)** continue to make such deductions until **this** Agreement is terminated, and
 - (iii)** within **one (1) week after** making each **such** deduction, pay the **sum** so deducted to the Union, and

(iv) include the amount of Union dues deducted on each such employee's T4 slip.

- 4.03** The Union will save TCHC harmless from any and all claims, which may be made against TCHC for amounts deducted from pay as herein provided.
- 4.04** When the Union changes such dues, assessments, initiation fees or levies, the Union shall provide TCHC with at least one (1) month's notice in writing prior to the effective date of such change.
- 4.05** TCHC agrees to provide the Union with a report containing the addresses and home phone numbers of Local 416 members at least two (2) times per year and at such other times as the Union may request.
- TCHC agrees to provide the Union with a monthly report listing promotions, demotions, hirings, layoffs, recalls, transfers and terminations of employment for which a Termination Reason for Action exists (for example, resignations, retirements, deaths).
- 4.06** Every employee shall notify TCHC of any changes in address or telephone number. It is understood that failure to provide such information shall not be subject to discipline.
- 4.07** Dedicated space on Bulletin boards 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.

Article 5 - PROBATIONARY PERIOD

- 5.01** 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.
- 5.02** Where an employee was originally employed as a temporary employee and is subsequently employed as a permanent employee, such temporary employment shall count in full towards the probationary period and such employee shall be entitled to benefits as applicable.

Article 6 - NO DISCRIMINATION OR HARASSMENT

- 6.01** TCHC and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee of TCHC in the matter of wages, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise, by reason of race, creed, color, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship, handicap or because of such employee being an officer, steward,

committee member or member at large of the Union.

- 6.02** In **this article**, the term "Handicap", as provided in **Article 6.01** shall **be as** defined in the **Ontario Human Rights Code, R.S.O., 1990 as amended**.
- 6.03** The prohibition **within Article 6.01, 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.
- 6.04** Every employee has **a** right to be free from sexual harassment and from any reprisal or threat **of** reprisal for **the** rejection of such behaviour.
- 6.05** All **bas** sites **shall** contain washroom facilities available to both genders, This does not preclude **the** use of **unisex** washrooms **which** are clearly signed and can be securely **locked** from the inside **so** as to afford the occupant privacy. **Such** locks shall **also** have the capacity to be unlocked from **the** outside for the **sole** purpose of access that would not **infringe employee** privacy or in the case of **an** emergency, Where the Union brings **to** management's attention **specific concerns** regarding washrooms or Independent change **rooms, TCHC** and the Union shall **discuss** what measures to take that **would** be appropriate under **the** circumstances.

Article 7 – WAGES

- 7.01 (a)** During the term of this Agreement, **TCHC and** the Union agree **that** all payments of **wages** and salaries will **be made in** accordance with the hourly **wage** or salary schedule **set** forth in Schedule "A" hereto, which **is** hereby made part of **this** Agreement.
- 7.01 (b)** On each **pay** day, **each** employee shall be provided with **a** statement of earnings **and** deductions, which contains an itemized statement of **their** wages, overtime and other supplementary payments and deductions.
- 7.01 (c)** **All new employees** are **obligated** to sign up for Electronic statement of earnings and deductions, **unless otherwise** requested by the employee.
- 7.02 (a)** An employee **shall** progress through the increment **levels as** set out in Schedule "A" on the **employee's** anniversary date or **as** may otherwise **be provided in** the Schedule.
- 7.02 (b)** Increments and wage adjustments shall be effective at the beginning **of** the pay period **following** the Increment or wage adjustment **date,**
- 7.02 (c)** An employee's increment date shall not be adjusted **as a** result of any pregnancy and/or **parental** leave taken pursuant to Articles 24.03(a) or 24.03(b).
- 7.03** The rate of **pay** for a new or changed job classification will **be** negotiated with the Union. **Should** the parties not agree, the **rate** may **be** set **by** TCHC and the matter may be taken up **as a** **policy** grievance and processed through the Grievance and **Arbitration** Procedure.

- 7.04** In the event *that* an employee's pay ~~has~~ a shortage of eight (8) 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~~.
- 7.05** ~~Effective~~ the beginning of the first full pay period following ratification of this Agreement, it shall ~~be~~ mandatory for all employees to ~~enroll~~ in payroll direct ~~deposit~~.
- 7.06** All employees in the Union shall be ~~paid~~ on a uniform ~~bi-weekly~~ basis.
- 7.07** 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~~ as to negotiate an appropriate schedule of recovery. ~~The~~ employee may ~~be~~ accompanied by either ~~their~~ Shop Steward or other Union Representative ~~at such meeting should he/she so request~~.

LETTER OF AGREEMENT PROFESSIONAL AND/OR LICENCE FEES

TCHC shall continue to pay ~~for~~ professional and/or licence and/or fees for employees where ~~it~~ is currently the practice to do so.

In addition, the parties agree to ~~meet~~ within ninety (90) days of ratification to review ~~such~~ practices ~~and to develop~~ a consistent procedure for positions within ~~the~~ bargaining unit.

Article 8 • OVERTIME, CALL-IN AND STAND-BY PAY

- 8.01 (a)** Where overtime work is approved each employee ~~shall be~~ paid ~~at the rate~~ of time and one-half for all time worked in excess of his/her regularly scheduled work day or work week except as provided for in **Article 12**.
- 8.01 (b)** 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,

Lieu Time

- 8.01 (c)** ~~Employees shall~~ be entitled, at their option, to receive pay or lieu time for each hour of overtime worked, at the appropriate overtime rate.

Lieu time accumulated for overtime work may be ~~accumulated~~ to a maximum of ninety-six (96) hours in ~~any one~~ (1) calendar year.

Lieu time may be ~~carried over~~, but shall ~~be applied to~~ the employee's annual maximum. For greater clarity, at no time may an ~~employee~~ have more than ninety six (96) hours in their lieu bank, inclusive of any hours that may be carried over ~~in accordance with this~~ clause.

Employees may request to have their ~~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 their 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, Lieu time shall be paid out at the employee's current rate of pay.

Lieu time taken shall be at the mutual agreement between the employee and the Supervisor in accordance with employees' seniority and the requirements of the operations. Requests for the lieu time shall not be unreasonably denied.

- 8.01 (d) Where the need for overtime arises, the overtime shall be distributed as equally as possible amongst bargaining unit members who normally perform the work firstly within the work location concerned, then within the unit, then within the area, and then within the division.

Overtime shall normally be on a voluntary basis. In the event that there are not sufficient number of employees who accept overtime, the employer may assign persons to overtime in the reverse order of seniority. Notwithstanding the foregoing, TCHC may assign overtime in emergency situations,

Call-back

- 8.01 (e) Each employee who has completed his/her regular day's work and who has left his/her office, assigned yard or work location and who is called-back and reports for overtime work or who is called-back 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-back and reports for overtime work or work as the case may be.

- 8.01 (f) Without limiting the generality of the foregoing, the payments referred to in this clause will not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift.

- 8.01 (g) The parties agree to meet prior to May 1, 2009 to review call-out provisions for the purpose of finding the most cost effective and efficient method for employees who volunteer to be available to clear snow and/or spread salt

Standby

- 8.01 (h) 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. In the event an employee accepts standby, they shall be available for work when called by telephone, paged, etc. and shall receive a minimum of three (3) hours pay at their regular straight time hourly rate for each twenty four (24) hour period within which they are assigned to stand by. If the employee while on standby is required to work, all hours so worked shall be subject to overtime rates.
- 8.01 (i) In the event an employee is on standby and is called into work, they shall not be entitled to call-back pay as set out in the Call-back language above.
- 8.01 (j) Employees on standby shall be provided a pager, phone, blackberry or any other similar device or other appropriate device.

- 8.01 (k) Employees on standby and who work holidays during the standby shall be treated in accordance with Article 12.02

Article 9 - HOURS OF WORK

- 9.01 The normal hours of Day Workers, including those workers who regularly work Monday through Friday, shall commence not earlier than 6:00 a.m. and end not later than 6:00 p.m. and be of eight (8) hours duration and shall not exceed an average of eighty (89) work hours per two (2) week period. Where the normal requirements of a job extend beyond the stop and start times set out above, normal hours at variance with the foregoing may, nevertheless, be established,
- 9.02 Monday to Friday workers shall have two consecutive days off on Saturday and Sunday.
- 9.03 For other than Monday to Friday workers, the employer shall endeavour to maximize the number of shifts that are comprised of five (5) consecutive eight (8) hour days and in addition, shall wherever possible, ensure that employees receive two (2) consecutive days off within their shift schedule,
- 9.04 If an employee is excused from work by reason of authorized leave of absence with or without pay covered by this Agreement during any day or days prior to completion of the employee's scheduled work week, such days shall be considered as time worked for the purpose of computing the employee's entitlement for overtime pay for hours worked beyond the regularly scheduled work week and regularly scheduled work day and all other benefits as herein provided.
- 9.05 Employees may work up to twenty (20) hours of overtime per week. It is understood and agreed that an employee's weekly hours shall not exceed 60 hours per week, inclusive of overtime.
- 9.06 Where the employer proposes to establish shift schedules that are at variance with the foregoing and subject to Article 9.03 prior to implementing such schedule, TCHC shall engage in meaningful dialogue with the Union and the affected employee in regards to the proposed shift schedule.

Article 10 - SHIFT BONUS

- 10.01 (a) Each employee of TCHC coming within the 416 Unit who works on the afternoon or night shift, shall be paid in addition to their regular wage or salary, a shift bonus of one dollar (\$1.00) per hour, for each afternoon or night shift from time to time worked by such employee as part of their regular shift during such period; provided however, that the majority of hours worked on such shift, exclusive of overtime, falls within the period between 4:00 o'clock in the afternoon and 8:00 o'clock in morning of the next following day.

Effective upon ratification, the shift bonus will be increased to one dollar and fifty cents (\$1.50) per hour.

- 10.01 (b) Each employee coming within the 416 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 (\$1.00) 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.

Effective upon ratification, the shift bonus will be increased to one dollar and fifty cents (\$1.50) per hour.

- 10.01 (c)** Each employee coming within the 416 Unit, who works one-half or more of a regularly scheduled day, afternoon, or night shift on a Saturday and/or Sunday shall be paid a premium of two dollars (\$2.00) 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 days,

Effective upon ratification, the shift bonus will be increased to two dollars and fifty cents (\$2.50) per hour.

Article 11 - CHANGE OF SHIFT

- 11.01 (a)** Where the regular day, afternoon or night shift of an employee is to be changed, the employee shall be given forty-eight (48) hours notice of such change.
- 11.01 (b)** If the employee is given less than forty-eight (48) hours notice of such shift change, they shall be paid at the rate of time and one-half (1 1/2) for the first changed shift worked.
- 11.01 (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.
- 11.01 (d)** It is understood and agreed that (a), (b), and (c) do not apply if the change of shift is caused by an emergency.
- 11.01 (e)** It is understood and agreed that a change of two (2) hours, or less, within a regular day, afternoon or night shift shall not constitute a change of shift.

Article 12 - DESIGNATED AND STATUTORY HOLIDAYS

- 12.01 (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).
- 12.01 (b)** An employee whose scheduled work week is Monday to Friday shall be compensated for all holidays referred to in 12.01(a) or observed in accordance with 12.01(b), as the case may be, but not both, as follows:
- (i)** If the employee does not work on the designated holiday, the employee will be paid for a full day at their regular rate.

- (ii) If the employee works on the designated holiday, the employee will be paid two (2) times his/her regular rate for the time so worked, and in addition shall either:
 - (a) be paid for the full day at their regular rate of pay, or
 - (b) subject to article 8.01 (c) (lieu time), take a subsequent lieu day off with pay at their regular rate, provided that total lieu time taken for both work on designated holidays and overtime worked, shall not exceed ninety-six (96) hours in any calendar year.

FOR CLARITY – In order to be considered a Monday to Friday worker, the majority of the employee's regularly scheduled hours of work for the Monday shift must fall after 12.01 a.m. on Monday and for the Friday shift must fall before 11:59 p.m. on Friday,

12.02 Notwithstanding Article 12.01(b), employees who work on any shift other than Monday to Friday shall observe the holiday on the day on which it actually falls (excluding Remembrance Day when it falls on a Saturday or Sunday) and shall be compensated as follows:

- (i) If the employee does not work on the actual holiday, the employee will be paid for a full day at their regular rate.
- (ii) If the employee works on the actual holiday. The employee will be paid two (2) times their regular rate of pay for the time so worked and in addition shall either:
 - (a) be paid for the full day at their regular rate of pay, or
 - (b) Subject to article 8.01 (c) (lieu time), take a subsequent lieu day off with pay at their regular rate, provided that total lieu time taken for both work on designated holidays and overtime worked, shall not exceed ninety-six (96) hours in any calendar year.

12.03 (a) Subject to clause (b) hereof in addition to the designated holidays set out in clause 12.01, each employee coming within the Union shall be granted two (2) floating holidays in each calendar year.

12.03 (b) A new employee must complete their probationary period with TCHC as set out in Article 5 before qualifying for the floating holidays.

12.03 (c) Requests for the lieu time shall not be unreasonably denied. Where an employee requests a float-day on Remembrance day such request will be granted in accordance with Article 46.

12.04 An appropriate recognition of Remembrance Day will occur in the workplace.

12.05 Effective January 1, 2011, each employee coming within the union who has completed their probationary period shall be granted one (1) day in 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,

Article 13 - VACATIONS

- 13.01 (a)** Each Permanent employee and each Temporary employee who is entitled to benefits in accordance with Article 26 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 as follows:

Upon completion of the first six (6) months of the employee's first year of service, an employee may, if they so requests and the Division Head concerned consents, be granted one week's vacation prior to the completion of his/her/his first year of service.
 - (ii) following completion of nine (9) years service – four (4) weeks vacation.
 - (iii) following completion of seventeen (17) years service – five (5) weeks vacation,
 - (iv) following completion of twenty-two (22) years service, six (6) weeks vacation.
 - (v) following completion of thirty years service – seven (7) weeks vacation in the thirtieth (30th) year only.
- 13.01 (b)** An employee who has qualified for the three (3) weeks vacation entitlement under clause 13.01(a)(i) shall thereafter be eligible for the annual vacation entitlement after January 1st of each calendar year.
- 13.02 (a)** Other than what is set out in Article 13.02(b) below, January 1st shall be an employee's anniversary date for vacation purposes in respect of this Article.
- 13.02 (b)** 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 any increased portion taken prior to entitlement where the employee leaves the service other than by death or retirement.
- 13.03** There shall be no reduction of the vacation entitlement of an employee who takes or is granted pregnancy and/or parental leave pursuant to Articles 24.03(a) or 24.03(b) for the duration of such leave.
- 13.04** The normal vacation to which the retiring employee is entitled for the previous year's 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.
- 13.05 (a)** An employee who has completed one (1) year of service and leaves the service of TCHC after January 1st in any calendar year, such employee shall be paid any vacation owing,

13.05 (b) In addition to the vacation to which an employee may be entitled in clause 13.05(a), an employee who leaves the service of TCHC shall receive vacation pay for the year in which his/her employment terminates, based on his/her length of service between the first of the year in which his/her employment terminates and his/her effective date of termination,

13.05 (c) Where an employee dies on or after January 1st in any year and prior to receiving vacation in that year, the amount of vacation pay as set out in clauses 13.01(a) and (b) shall be paid to the employee's estate.

13.06 (a) Vacation due an employee shall be completed before the end of the calendar year. Employees are encouraged to take their vacation entitlement each year.

(i) Vacation requests shall be forwarded to the respective manager by March 1st of each year. The manager must respond to the employees 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.

An employee may with the approval of his/her Manager or at the request of such manager 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 manager as the case may be no later than October 1 in any year.

13.06 (b) In the event that there is no agreement to postpone the whole or part of such vacation to the following calendar year or, if no request is received by October 1 in accordance with Article 13.06(a), 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, 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, the Division Head or designate shall meet with the employee after August 1st who have vacation time remaining. The basis of the meeting will be to arrange for any further vacation utilization in the year. Any unused vacation, up to 1 years entitlement, as at December 31st will be carried over to the following year, unless the employee requests for the vacation to be paid out.

13.07 Where an employee has been employed as a Temporary employee prior to being appointed as a Permanent employee, or prior to being eligible for benefits under clause 16.01, 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".

13.08 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.

- 13.09** A designated **holiday**, as set out in Article 12.01(a), which falls within a vacation period shall not be considered as a day of vacation,
- 13.10** An **employee** who ~~is~~ required to appear for jury duty or **is requested by TCHC to appear as a witness in a court proceeding or is subpoenaed as a witness in a legal proceeding** during his/her vacation period shall be granted, upon request, that the period of vacation time be changed to **Jury or witness** duty leave.
- 13.11** Vacations **will** be scheduled in accordance with employees' **seniority and** the requirements of operations.
- 13.12** 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 biweekly pay periods, his/her vacation entitlement **shall be** reduced by 1/26th for each such consecutive biweekly pay period in excess of ~~twenty-six~~ (26) consecutive biweekly pay periods.
- 13.13** An employee who is off on WSIB and **as a result is** unable to use all of 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 13.06(a).
- 13.14 (a)** An employee absent because of illness who **has** exhausted his/her **sick pay credits may use** the vacation pay credits owing to him **as sick pay credits**. In that case, such credits **will** be treated as sick pay credits and the provisions of **Article 14 (Sick Pay) will apply**.
- 13.14 (b)** An **employee** in receipt of sick pay, who has **unused** vacation, shall **be** entitled to **defer his/her** vacation to a mutually agreed **upon** time.
- 13.15** "Service" in this Article shall be **as** defined in **Article 27** (Seniority and Service).
- 13.16** 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 Head 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 416 representative may, upon the employee's request, review ~~the~~ matter *with* his/her Division Head,

LETTER OF AGREEMENT VACATIONS

All **employees** hired under the CUPE Local 767 Collective Agreement shall be entitled to vacation according to **this** collective agreement amended **as follows**:

- (i) One and two-third (1 2/3) **days per** month after eight **(8) years of** continuous service;

- (ii) Two and one-twelfth (2 1/12) days **per month after** fifteen (15) years of continuous service.

Article 14 - SICK PAY

- 14.01 (a)** Permanent employees shall **be eligible to receive** sick pay commencing the first of the month following completion of the probationary period.
- 14.01 (b)** Temporary employees **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.
- 14.02** Credits **shall** be cumulative from the beginning of the first complete month after the commencement of duties.
- 14.03** In this Article "month" shall mean calendar month.
- 14.04** 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 14.05 such credit to be cumulative.
- 14.05 (a)** Except as provided in 14.05(b), a month of "unbroken" service **shall** be one in respect of which an employee receives pay (Including any leave with pay), under the Collective Agreement for all scheduled days.
- 14.05 (b)** If an employee returns from illness, without sick credits, and thereafter works and is paid on all working days of the month in which the employee returns to work the month will be considered a month of "unbroken" service.
- 14.06** Except as provided in clause 27.07, (Service) 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.
- 14.07** 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.
- 14.08** Subject to Article 39.01 (Right to Rescind Resignation) an employee who resigns his/her position with TCHC or is discharged for cause and is later rehired to TCHC Service, shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the service.
- 14.09** 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.
- 14.10** 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.

- 14.11** The number of days or parts of days 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 a half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.
- 14.12 (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 Department Head if the employee is incapacitated to the extent that he/she is unable to produce the certificate of illness within that period.
- 14.12 (b)** An employee absent for more than twenty (24) consecutive working days shall furnish immediately following such twenty (24) days, and each subsequent twenty (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.
- 14.13** An employee shall not be entitled to sick pay in advance of any credit he/she may earn in the current month. Any such credit becomes available on the first day of the succeeding month.
- 14.14** An employee who is injured during working hours and who is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay without deduction from sick leave, unless a physician states that the employee is fit for further work on that shift.
- 14.15** An employee may use up to six (6) days of his/her available accumulated sick credits per calendar year in order to care for ill dependants. Such absence shall not be included in calculating absence occurrences or number of days absent under Toronto Community Housing Corporation attendance management program. 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.
- 14.16** An employee who is required to attend to a critical incident or is involved in a serious incident or accident, such that he/she is unable to work, shall be permitted to take the remainder of the day off without loss of pay and benefits.
- 14.17** An employee who is absent due to illness shall report their absence to their Division Head or designate and if unable to speak directly to their Division Head or designate are to advise their work location (if required) within one (1) hour of the start of their shift on a daily basis unless they have a certificate from their physician which states how many days they will be absent from work.

Article 15 - SICK PAY GRATUITY

- 15.01** 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.

15.02 Upon termination of employment with TCHC:

- (i) there shall be paid to every employee who has been **in** the employ of TCHC for an aggregate period of at least ten (10) years;
- (ii) there shall **be** paid to the Estate of every **employees**, who dies while in the employment of TCHC having completed an aggregate service of at least ten (10) years with 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,

Column 1 Service Requirement	Column 2 Period
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

15.03 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 or any of its predecessors.
- (ii) **All time lost** on account of absence for reasons of **illness** where the employee was paid for **the** absence or was on sick **leave without** pay,

15.04 An employee who **is** eligible for payments in accordance with Article 15.02 may select any option for payment that is permissible under **the** Income Tax Act.

15.05 An employee upon retirement shall **be** given the **option** of taking their cumulative sick pay credit grant in accordance with clause 15.02 **as** vacation time prior to their termination of **employment**.

15.06 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 AGREEMENT- SICK PAY GRATUITY- FORMER METROPOLITAN HOUSING AUTHORITY EMPLOYEES

Notwithstanding the provisions of articles 15.02 and 15.04, the following provisions with respect to the payment of sick pay credits shall apply to **employees** formerly employed by the Metropolitan Toronto Housing Authority.

- **A former CUPE Local 767 member hired prior to January 1, 1997 who** retires in accordance with the terms of the OPB Ontario Pension **Board** or who dies while in service of the Employer **shall be paid an amount equal** to his/her accumulated sick leave credits **up to a maximum of 180 days,** inclusive of any **credits** earned with TCHC.

- A former CUPE 767 member hired prior to January 1, 1997 who has five (5) or more years service as of the date of termination, shall be paid an amount equal to one half of the employee's accumulated sick leave credits up to a maximum of 160 days, inclusive of any credits earned with TCHC, upon severance, for any reason other than discharge for cause,

Article 16 - EXTENDED HEALTH CARE/DENTAL/GROUP LIFE AND LONG TERM DISABILITY INSURANCE

Eligibility for Benefits

- 16.01 (a)** A permanent employee 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 5.01.
- 16.01 (b)** A temporary employee of TCHC who attains 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.
- 16.01 (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 biweekly pay periods, the employee shall be responsible for paying the cost of premiums for any of the benefits in this Article under which the employee has coverage,
- 16.01 (d)** Articles 16.02 and 16.03 shall apply to the eligible dependants of an eligible employee (as defined in clauses 16.01(a) and (b) above). Such dependants are defined as follows:
- An employee's spouse including common-law spouse and same-sex partner
 - An unmarried child of the employee or the employee's spouse who is:
 - dependent on the employee for support
 - 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)
 - incapable of self-support because of a physical or mental disability and becomes handicapped before age twenty-one (21)

Benefits Book

- 16.01 (e)** TCHC will provide each employee a copy of the benefit plan book and shall provide updates when they occur. TCHC shall provide Local 416 with a copy of the benefit plan book and updates for proofreading and comments prior to its distribution to employees,

Extended Health Care Benefits

- 16.02** TCHC will provide for all employees by contract with 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,

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
 - Maximum of three hundred dollars (\$300) per person per benefit year for smoking cessation medication
 - Plus 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.

- Private duty nursing at home, when medically necessary, to a maximum of twenty-five thousand dollars (\$25,000) for every three (3) benefit years

- Effective July 1, 2008, 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) per person, per practitioner, per benefit year. Alternatively, eligible persons will have the option of combining the cost toward one particular benefit to a maximum of eight hundred dollars (\$800) per person, per benefit year. *same no change*

- Services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year. *same no change*

- Services of a licensed psychologist, to a maximum of three hundred dollars (\$300) per person per benefit year

- Effective upon the date of ratification, up to five hundred and fifty dollars (\$550) per person in any twenty-four (24) consecutive month period for contact lenses and/or eyeglasses prescribed by an ophthalmologist or licensed optometrist. This coverage can be used towards one (1) routine eye exam every twenty four (24) consecutive months and/or the cost of laser surgery. *(\$450)*

- Hearing aids including repairs and batteries to a maximum of one thousand and six hundred dollars (\$1600) per person for every three (3) benefit years.

- Coverage for one (1) Prostate Specific Antigen (PSA) test or one Ovarian Screening Test (CA125II) per person per benefit year to a maximum of thirty dollars (\$30) per year per person,

- One (1) pair of orthotic devices per person per benefit year provided they are prescribed by a medical doctor, orthopedic surgeon, chiropodist or podiatrist 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) pair of orthopedic devices per person per benefit year provided that they are prescribed by an orthopedic surgeon or podiatrist 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.
- Out of province/country coverage for emergency medical treatment for you and your dependants
- 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 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

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

Eligible Expenses

(Current 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, scaling and cleaning, topical fluoride solution treatment, consultations, diagnostic procedures, x-rays and preventive services, subject to current limits on frequency
- Restorative procedures, such as fillings – amalgams (acrylic or composite for front teeth)
- Surgical services (extractions) and anesthesia
- Periodontal and endodontic services, including space maintainers for missing primary teeth
- Administration of antibiotic drugs by attending dentist.
- Effective July 1, 2008 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 replacement of dentures which are five (5) or more years old.
- Effective July 1, 2008 fifty percent (50%) – to a lifetime maximum of four thousand dollars (\$4,000) per person:

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

Group Life Insurance

16.04 (a) Effective ~~the~~ July 1, 2008, 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.

Optional Group Life Insurance

16.04 (b) TCHC shall provide for all employees through a contract with ~~a~~ **an** insurer selected by TCHC, Optional **Group** Life Insurance up to a maximum ~~of~~ two hundred thousand (\$200,000) dollars ~~for~~ the employee ~~and/or~~ two hundred thousand (\$200,000) dollars for the employee's **spouse**, with evidence ~~of~~ insurability. ~~The~~ employee shall pay one hundred (100%) per cent ~~of~~ the **premiums**.

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,

16.05 All employees shall, ~~as a~~ condition of employment, participate ~~in~~ the group life insurance to ~~be provided~~ in accordance with clause 16.04 hereof.

Long Term Disability

16.06 (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 for ~~disability~~ claims, inclusive ~~of~~ any benefits paid under any pension plan, insurance plan, Workers' Compensation 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 ~~is~~ in receipt of sick pay benefits ~~from~~ TCHC.

16.06 (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 in accordance with clause 16.01(c).

16.06 (c) TCHC shall provide employees who are in receipt of the long term disability plan benefit, benefit coverage under the Extended Health Care and Dental **plans**.

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

Accidental Death and Dismemberment Insurance

16.07 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,

16.08 Each employee shall report any changes in marital status or increase or decrease in dependants 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.

16.09 (a) If there is a change in carrier, TCHC shall ensure that the level of benefits will remain unaffected by such change, unless otherwise agreed.

16.09 (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 416 in the selection of any new insurer.

Article 17 - PENSIONS AND RETIREMENT

17.01 (a) All employees enrolled in the Ontario Municipal Employees' Retirement System (OMERS) shall continue to participate in the OMERS plan.

17.01 (b) All new employees hired shall enroll in the OMERS plan.

17.01 (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.

17.02 The pension premium payments for every employee on leave of absence on Union business shall continue to be made notwithstanding such leave, and the Union shall pay TCHC for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefore by TCHC.

17.03 The pension premium payments for every employee on leave of absence on Union business shall continue to be made notwithstanding such leave, and the Union shall pay TCHC for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefore by TCHC.

17.04 (a) 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 Articles 16.02 (Extended Health Care), 16.03 (Dental), and 16.04 (Group Life Insurance), at employer cost, until such employee attains the age of sixty-five (65) years. Such benefits will be effective upon the date on which the employee actually retires. This excludes former MTHA employees who were eligible for retiree benefits from the Ontario Pension Board.

17.04 (b) An employee hired prior to the date of ratification of the Memorandum, and who at retirement does not have ten (10) years of credited pension service with TCHC, including predecessor service, shall be entitled to the benefits as outlined above in Clause 17.04(a), at employer cost, up to and including the last day of

the month in which his/her sixty-fifth (65th) birthday occurs. This excludes former MTHA employees who were eligible for retiree benefits from the Ontario Pension Board.

17.06 Where an employee who elects early retirement and is eligible for benefits in accordance with Article 17.04 dies prior to his/her sixty-fifth (65th) birthday, said employee's spouse shall continue to be covered by said benefits with the exception of those **benefits** provided under Article 16.04 (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 were eligible for retiree benefits from the Ontario Pension 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).

17.07 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 shall, with the exception of those benefits provided under Article 16.04 (Group Life Insurance), be eligible for the benefit coverage as set out in Article 17.04 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 Ontario Pension Board.

17.08 When an employee retires, if the employee was in receipt of **Workplace Safety and Insurance Benefits** and a disability waiver of premium benefit at any time during the **employee's** employment with TCHC and if the effect of that disability waiver of premium benefit is to reduce the employee's pension entitlement under the **OMERS** plan, TCHC will provide the difference between the employee's pension entitlement under the **OMERS** plan at the employee's retirement date and the pension to which the employee would have been entitled had the employee not been on said **disability waiver of premium benefit**.

17.09 TCHC shall provide a **paid up group life insurance policy** in the amount of five thousand dollars (\$5,000) for those employees who retire at the age of sixty-five (65), and to employees on LTD upon the attainment of **age sixty-five (65)**. This excludes former MTHA employees who were eligible for retiree benefits from the Ontario Pension Board.

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

Article 18 - REQUESTS FOR TRANSFER WITHIN SAME CLASSIFICATION

18.01 (a) **Employees** wishing to transfer to another site may submit a request in writing to the Director, Labour Relations and Employee Services. **Such** request for transfer shall only be **allowed** if there is another employee in the same classification who **wishes a transfer**, subject to both employees having been at their current location for at least a **six (6) month period**. If there is more than one person in the same classification, seniority will prevail.

18.01 (b) To be eligible for a transfer the employee must have completed their probationary period

18.01 (c) It is understood and agreed that vacancies shall not be considered for a lateral **transfer** under this procedure.

Article 19 – JOB POSTINGS

Job Call Process

19.01 When a permanent vacancy arises or a **new job** is established within the Local 416 bargaining unit, the vacancy shall be posted in accordance with this Article.

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.~~

The Division **Head** concerned shall notify the Director, Labour Relations and Employee **Services** of TCHC accordingly, setting forth the duties of **the position** and the **specific** qualifications.

The Director, Labour **Relations and** Employee **Services** shall arrange for the position to be made known to **all** employees through the Job Call process. The Job Call process shall apply **only** to all permanent positions.

The Director, **Labour** Relations and Employee **Services** shall:

- (i)** send copies of Job Call notices, in accordance with Article 19.02, to all **TCHC** Divisions, which notices **each** Division Head **shall** ensure are prominently **displayed** so that all employees are made **aware** of positions available;
- (ii)** where necessary, prepare **and** conduct assessments and evaluate the applicants **by** experience, education or equivalency and ability to **perform** the work satisfactorily;
- (iii)** establish **lists** of candidates and certify **names** on such **lists** to Division **Heads** for selection and recommendation for the filling of such **job** postings;
- (iv)** provide **copies** of any Job **Call** notice to the President of Local 416 at least five (5) working **days** prior to **the actual posting**, said copies shall be **kept in confidence** until the date on which the Job Call notice(s) is/are posted; and
- (v)** following the Job Call **process**, provide the Recording Secretary **of** the Union with a copy of the **list** of all applicants to the posting, including **the successful applicant(s)** with their seniority.

Job Call Notices

19.02 (a) Each Job Call notice shall state:

- (i) the general **duties** of the position;
- (ii) the Division;
- (iii) work location if **known**;
- (iv) the bargaining unit in which the position **is** situated;
- (v) the hourly rate;
- (vi) **the** qualifications required, including those qualifications which **will be** used in the application review;
- (vii) the number of vacancies;
- (viii) the procedure **for** making application;
- (ix) **the** closing **date for** receiving applications;
- (x) the contact person;
- (xi) the assessments, if any, **that** candidates **must** undergo for **the position** will be **held** in the Human Resources **Division unless** otherwise indicated; and
- (xii) the current hours of work **and/or applicable shift** (i.e. whether the position requires day, night, afternoon, **weekend** or rotating shifts in accordance with Article 9); **and**
- (xiii) whether an Eligibility List **will be** established in accordance with Article 19.05 from **the Job Call**.

19.02 (b) Such qualifications and assessments shall **be those** necessary to perform the job function **and** may not **be established** in an arbitrary or discriminatory manner.

19.02 (c) The **closing** date provided for in the foregoing 19.02 (a) (ix) hereof shall not **be less** than two **(2) weeks** from the date of issue of the **Job Call**.

19.02 (d) Applications for available positions shall be made on **forms** supplied by the Human Resources Division. An employee may apply for a **position** in a classification that **is at** the same, higher, or lower **rate of pay** than their present classification.

Application Review

19.03 [a] Applications **will be** reviewed against the qualifications indicated in 19.02 (a) (vi). An **employee whose** application has been rejected **because of insufficient**

qualification for the position shall be notified in **writing** at **least** seven (7) working **days** prior to the date of the assessment or the date an employee is deemed to be the successful candidate.

Such notification **shall specify** which **qualifications** were deemed insufficient within the employee's application in order to permit the employee an opportunity to respond in **writing** with any **additional information**. **Such** response **must be** received by the Human Resources contact person **identified** in said notification at **least** two (2) working **day**8 prior to the date of the assessment or the **date an** employee is deemed to **be** the successful candidate.

- 19.03 (b)** It is understood that with respect to senior qualified positions, no employee's application **will be rejected** on the basis of insufficient qualification if:
- (i) **they hold** the job in question, or
 - (ii) have **otherwise** performed the **duties of the** same job classification for at least four **(4)** consecutive months **within** the four (4) year **period** immediately prior to the posting of the **job call**, as **the** one applied for and **possesses** the required licenses and certifications, or could acquire same within **the** qualifying period of **30 days**.

- 19.03 (c)** It is also understood that, with respect to senior qualified positions, no employee's application will be rejected on the basis of **insufficient qualification** solely because **they lack** operating experience in vehicles currently relevant to the position, if they hold the driver's **license** required by TCHC to operate that **class of** vehicle and could acquire the ability to do **so** within the training period referenced in 19.07 Training Period.

- 19.03 (d)** Any applicant for a Job Call notice or candidate **participating in an assessment** **who has a complaint** regarding the procedure, or any other matter, may **have** their complaint placed before the Director, Labour **Relations and** Employee Services.

Assessment Process

- 19.04 (a)** If **passing** an assessment is required to qualify for a particular position, such **assessment** shall **be** conducted in a manner that will provide a fair evaluation in accordance with this Article,
- 19.04 (b)** Assessments may **be** written, oral, physical or by **demonstration of** skill, training, experience, or any combination thereof, **as may** be determined by **the** Director, Labour Relations and Employee Services. Candidates may be **assessed** on their ability to operate relevant equipment currently **used** in the performance of the job.
- 19.04 (c)** Applicants to a Job Call notice **shall be** notified in writing of the outcome of their application, assessment or standing on the list, **as** applicable.
- 19.04 (d)** **The** Director, Labour Relations and Employee Services shall **permit** any applicant to review their examination paper, at any time **within** fifteen **(15)** days of notification.
- 19.04 (e)** An applicant for a permanent position or temporary assignment **shall** not **be** required to participate in any **assessments** as **set out in** article 19.04 (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 19.05, 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,

Eligibility Lists

19.05 (a) Should the employer **decide** to establish an eligibility list, such **list** may only be established with respect to **the positions of** Senior Superintendent, superintendent and Custodial Maintenance Person 1.

19.05 (b) An Eligibility List shall remain in force for **six (6)** months **unless** depleted before that time, in **which case** a new **job call notice** may be issued. A **new** job call will not be issued for the position within the stated **six (6)** months, unless past experiences indicate additional candidates are likely to **be** available.

Senior Qualified Process

19.06 (a) (i) All positions within the bargaining unit shall be filled on a **senior qualified basis**.

(ii) After an assessment process as described in 19.04, **successful** candidates will **be** placed on a **list** in seniority order **for** the filling of vacancies.

(iii) Where two **(2)** or more successful candidates have **the** same seniority **date**, such ties shall be resolved in accordance with article 27.02.

Qualifying Period

19.06 (b) In circumstances where the senior candidate **holds** the same **classification as** the position **applied for** or **has** performed in the classification for a period of at least four **(4)** continuous months in **the prior** two **(2)** years and does not **possess** the necessary **license**, certification and/or experience for the position, TCHC shall provide training during a thirty (30) working day qualifying period for them to become appropriately licensed, **certified** and/or **experienced**.

Training Period

19.06 (c) In circumstances where **the senior** candidate does not **possess** experience operating the vehicles currently relevant to the position **but** does **possess** the necessary license to operate vehicles of that class, TCHC shall provide a training period of thirty (30) working days for them to acquire such operating experience.

19.06 (d) No employee shall **be** dismissed for **falling** to acquire the **necessary** license, **certificate** and/or **experience** during the thirty (30) working day period **as provided** for in 19.06 (b) and (c) above. An employee **falling** to do **so shall be** returned to the position they held immediately prior to **the** promotion.

Reversion

- 19.07 (a)** All successful applicants to permanent positions shall be subject to a three (3) month assessment period,
- 19.07 (b)** Should a reversion be necessary or requested by the employee, the employee shall be reverted to the position they held immediately prior to the promotion, In the event the former position has been filled in the Interim, the employee will be returned to their classification at the rate they held immediately prior to the promotion.
- 19.07 (c)** Should no substitute position be available, a supernumerary position at the pre-promotion salary level will be created for the employee until such time as a position becomes available.
- 19.08 (a)** Notwithstanding clause 19.01 above, a permanent employee who has become Incapable of fully performing their regular duties because of injury, occupational disease, advancing years or disability may, on agreement of the parties, be given preference for any available vacant permanent position for which they are considered able to perform without the Director, labour Relations and Employee Services being required to advertise such position, provided that such employee may not displace any other employee by reason of seniority, and TCHC shall advise Local 416 of all such appointments. Job postings shall not be waived for accommodation without agreement of the Union or the committees set up under the Modified Work Program.
- 19.08 (b)** In the event that the parties are unable to reach an agreement regarding the preference given to a permanent employee, as outlined by clause 19.08 (a), the following expedited dispute resolution procedure shall be followed:
- (i) either party shall have the right to refer the matter to TCHC's Director, Labour Relations and Employee Services and to the President of Local 416, 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	D. Randall	K. Petryshen
M. Tims	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.

New or Revised Classifications

- 19.09** When TCHC decides to create a new position or amend an existing one, TCHC will provide the information to the Union regarding the new or changed position and will meet

with the Union to discuss the new or changed position and its rate of pay, prior to its implementation.

- 19.10** For the purposes of this Article, working days shall be Monday to Friday inclusive, but exclusive of designated holidays,

Article 20 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 20.01** Whenever an employee is requested to report for a disciplinary discussion with supervisory personnel, prior to any disciplinary action being taken or a grievance being lodged, such employee shall have a Shop Steward at such a meeting. For the purposes of this provision, Shop Steward shall mean the Steward for the particular work area or, if not available, any steward within the section or, if not available, the Unit Chair. 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.
- 20.02** Where a discussion occurs between an employee and the supervisor of such employee pertaining to any matter which may result in disciplinary action being taken and such matter is brought to the attention of a member of the excluded group holding a supervisory position, the disciplinary action resulting from such discussion shall be recorded in writing and a copy thereof shall be furnished to the employed or forwarded by registered mail to the employee's address last known to TCHC, within two (2) working days of such discussion.
- 20.03** Where a meeting is arranged between an employee and a supervisor for the specific purpose of providing the employee with written notice of discharge, suspension or issuance of a written reprimand to the employee, the employee shall have the Shop Steward for the particular work location or another Union representative, as per Article 20.01, at such meeting.
- 20.04** TCHC shall forward a copy of any letter of discharge to both the Recording Secretary of the Union and the Chief of Stewards.
- 20.05** Where a discussion as defined in clause 20.01 or 20.03 is to take place, it is agreed that the Shop Steward, or other Union representative, as per Article 20.01, shall be provided with up to twenty (20) minutes, if requested, to consult with the employee prior to commencing the meeting.
- 20.06** 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.
- 20.07** It is understood that any period of disciplinary suspension without pay shall be deemed an approved leave of absence without pay for pension purposes.

Article 21 - GRIEVANCE PROCEDURE

- 21.01** The parties to this Agreement are agreed that it is of the utmost importance to address and resolve grievances as quickly as possible.
- 21.02** Time limits for all steps of the entire grievance and arbitration procedure may be extended in writing by mutual consent.

- 21.03** For the purposes of the grievance and arbitration procedures, "working days" shall be Monday to **Friday** inclusive, but exclusive of **designated** holidays,
- 21.04** A **grievance shall** be defined as 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.**
- 21.05** The Union acknowledges **and** agrees **that** Stewards and Officers of *the* Union **have** regular duties to perform as employees of TCHC and that such **employees will** not leave their regular **duties to** assist **employees in preparing** their grievance **without** obtaining the permisstion of their Division **Head** or someone designated **by** them 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 (including **Article 22.07-Mediation**) shall be without **loss** of pay.
- 21.06** Grievances properly arising under this Agreement shall be adjusted and **settled as** follows:

(i) Step One

It **is** understood that before the Grievance **is** reduced to writing and filed, the **Grievor's immediate** Supervisor will have an opportunity **to** discuss and resolve the grievance. Within twenty (20) working **days following the** circumstances **giving** rise to a grievance, the Union, through the **Shop** Steward, shall request a meeting with the **Grievor's** immediate Supervisor, who shall arrange a **meeting** within **five (5) working days** of receiving the request. The employee **shall** be accompanied by a **Shop** Steward or **an available Union** representative. Within **three (3) working days of** the Step One meeting, **the** Supervisor will advise the **Shop** Steward and **the Grievor in writing of the date on which the Step One** meeting took place and shall note **whether** the grievance **was** denied, granted or resolved. Any resolutions reached **at** this step shall **be** without prejudice or precedent.

(ii) Step Two

If the grievance **is** not resolved at Step One to the satisfaction of the Union, the **grievance and redress** sought shall be reduced to writing and signed **by** the employee. **The** Union shall **file** the grievance with **the** Division **Head** within ten **(10) working days** following receipt of **the Supervisor's** written **response** from the **Step One** meeting. The Division Head **shall** confer with the representatives of the Union within ten **(10) working days** after receipt of the grievance at **Step Two**, and shall **advise** the Union in writing of **their 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** the Union, provided **that** such **request** must **be** made at least five **(5) working days** prior to the **date** of the Step Two meeting. The Vice-Chair or Shop Steward **shall** also attend the meeting in addition to the Chair.

(iii) Step Three

Should the decision **of** the Division **Head** not **be** satisfactory to the **Union**, the Union 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, Labour Relations and Employee Services. Upon receipt of such copies, the Director, Labour Relations and Employee Services shall confer with the representatives of the Union within fifteen (15) working days after receipt of the grievance at Step Three. The Director, Labour Relations and Employee Services shall advise the Union in writing within ten (10) working days after the said conference of their decision in respect to the grievance. The grievor will attend the Step Three meeting upon the request of the Union, without loss of pay or benefits, provided that such request must be made at least five (5) working days prior to the date of the Step Three meeting. The Vice-Chair or Shop Steward shall also attend the meeting in addition to the Chair.

(iv) Step Four

If the decision of the Director, Labour Relations and Employee Services is not acceptable to the Union, the Union may, within twenty (20) working days after receipt of the written decision of the Director, Labour Relations and Employee Services, require that the grievance be submitted to arbitration by notifying TCHC in writing.

21.07 The decision of the Division Head or the Director, Labour Relations and Employee Services, as the case may be, shall be final and binding upon TCHC and the Union and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited.

Policy Grievances

21.08 Where a dispute involving a question of general application or interpretation of the Collective Agreement occurs, a policy grievance may be filed by the Union commencing at Step Three,

Group Grievances

21.09 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 the Union's option. Group grievances involving a group of employees in two or more Divisions shall be filed at Step Three.

Suspension or Discharge Grievances

21.10 Whenever an employee is suspended or dismissed for cause, the grievance procedure as set forth in this Article shall apply except that the grievance shall be initiated at Step Two within twenty (20) working days after the said employee has been suspended or ceases to be employed by TCHC, as the case may be.

Job Call Grievances

21.11 Any grievance of an employee with respect to not being selected for a position under the Job Call Process shall be initiated at Step Two within twenty (20) working days of the employee receiving notification in writing that they were not selected for the position for which they applied. If such position is within a Division other than the employee's Division, the grievance shall be directed by the Union to the Division Head in which the vacancy occurred.

Sexual Harassment Grievances

21.12 Where an allegation is made by an employee that Article 6.04 (sexual harassment) has been violated, a grievance shall be initiated at Step Two within twenty (20) working days after such violation is alleged to have occurred.

Management Grievances

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

Witnesses at Arbitration

21.14 The Union reserves the right to use subpoenas to require its members to attend as witnesses at arbitration. However, the Union will not require TCHC to pay the wages for these witnesses under Article 24.02 of the Collective Agreement.

Article 22 - ARBITRATION

22.01 The parties agree, subject to the right of either party to require an arbitration board in accordance with clause 22.02, that grievances not resolved through the grievance procedure will be submitted to a single arbitrator. If the parties agree, they shall endeavor to reach agreement as to a suitable arbitrator. In the event that the parties fail to agree upon an arbitrator, the Union shall request the Minister of Labour for Ontario, in writing, to appoint an arbitrator. Time spent by the grievor, Vice-Chair or Shop Steward during their regular working hours to attend arbitration shall be without loss of pay, benefits, seniority or service. This clause shall also apply to the Unit Chair.

22.02 Where either party requests, the Union and TCHC shall convene an Arbitration Board. Within ten (10) working days of such request, the Union and the Employer will notify each other of their 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 within one (1) calendar month, the Union may request the Minister of Labour for Ontario, in writing, to appoint a Chairperson. A copy of such request shall be forwarded concurrently to the other nominee to the Board,

22.03 The Arbitration Board, or single arbitrator, as the case may be, shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon the Union, 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.

22.04 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.

22.05 In the grievance and arbitration procedures, the Union shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Article 21 (Grievance Procedure),

22.06 The 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**.

Mediation

22.07 Once a grievance has **been** processed 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 the Union, in addition to the Unit Chair and the **Vice-Chair** or Shop Steward. Time **spent** in attendance at mediation during an employee's regular working hours shall **be** without loss of **pay**. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon **the parties** but **shall be** without precedent or **prejudice**.

Article 23 - SUPERIOR DUTIES

23.01 Where a temporary vacancy occurs **as a** result of:

- (i)** an absence of an employee who is absent for any reason **and** it is determined that the vacancy **is to be filled**; or
- (ii)** to meet unexpected workload demands of a temporary nature; or
- (iii)** to work on a special project or undertaking,

such vacancy **shall be offered** immediately to the senior qualified person in a lower rated position within the **work** location. If no **qualified** employee **is** available in the work location, then the offer shall be made to **the** senior qualified person in the section concerned. Where no employee accepts **the position** the **junior person in the section** may **be assigned** into the position,

23.02 Whenever an employee **is assigned** to perform the work of a higher-rated classification, they **shall be paid the rate of pay** for that higher-rated classification.

23.03 (a) The superior duties provisions shall **apply to** periods during which **the** employee **is absent on** paid leave, on **sick pay**, 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 **months 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**,

Multiple Superior Duty/Alternate Rates

23.03 (b) When an employee **has been assigned** to multiple superior duty/alternate rate positions and where the rates of pay differ in those superior duty/alternate rate positions and provided the employee **meets the two (2)** continuous month qualifying period specified in **clause 23.03(a)**, the **rate paid to the employee** for statutory holiday, **paid leave**, **sick leave** or **annual vacation** **shall be** the **superior duty/alternate** rate paid or the **day immediately** preceding any such absence.

- 23.03 (c)** Notwithstanding **23.03(b)**, if an employee has occupied a superior duty/alternate rate position and provided the employee meets the two (2) continuous month qualifying period specified in clause **23.03(a)**, and then on the day immediately preceding a statutory holiday, paid leave, sick leave or annual vacation, the employee is reduced to a lower-rated position or their base rate, then the higher superior duty/alternate rate of the previous day will be the rate paid for the statutory holiday, paid leave, sick leave or annual vacation,
- 23.04** The employee shall be returned to their former position upon completion of the superior duty assignment.
- 23.05** This Article shall not be used to avoid the posting provisions under Article 19. At the point in time that it is reasonably anticipated that the absent permanent employee will not return, TCHC must decide whether the position is to continue and if so post it under Article 19. The employee performing superior duties under this article shall remain in the position until a new incumbent is confirmed.
- 23.06** Whenever an employee is temporarily assigned to perform the work of a lower-rated classification and accepts, they shall be paid the rate of pay for that lower-rated classification. For the first two (2) continuous months worked in the lower-rated classification, the rate paid to the employee for statutory holidays, paid leaves, sick leave or annual vacation shall be at their base rate and thereafter such time will be paid at the rate applicable to the lower-rated classification,

Article 24 - LEAVE OF ABSENCE

Bereavement Leave

- 24.01 (a)** An employee who is absent from work solely due to the death of the father, mother, son, daughter, brother, sister, husband, wife, common law spouse, same-sex partner, stepfather, stepmother, stepson, stepdaughter, stepbrother or stepsister 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 death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the above five (5) bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.
- 24.01 (b)** An employee who is absent from work solely due to the death of the father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, aunt, uncle, niece or nephew 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 death, provided that if the funeral is not held within the seven (7) day period, the employee may reserve one (1) of the above three (3) bereavement days for the purpose of attending the funeral or interment, where either ceremony falls on a regularly scheduled working day.

- 24.01 (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 of persons other than those specified in clauses 24.01 (a) and (b).
- 24.01 (d)** Notwithstanding 24.01 (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.

Leave of Absence for Jury Duty

- 24.02 (a)** Each employee who is called to serve as a juror **or is** subpoenaed **as** a witness in a legal proceeding:
- (i)** **shall be** granted leave of absence for such **purpose**, provided that upon completion of their jury or witness **service** such employee **shall** present to their Division Head a satisfactory certificate **showing** the period of **such** service;
 - (ii)** shall **be** paid their full salary or wage for the period of **such** jury or witness service, provided that they shall **pay** to the Chief Financial Officer of TCHC the full amount of compensation received for such **service** and **obtain** an **official** receipt therefore, it **being** understood that the **full** amount **does** not include **monies** received on days other than their regularly **scheduled** work day with TCHC or any monies received for **meal** allowance or traveling allowances; **and**
 - (iii)** shall, **upon** being released **from** jury or witness service **in the** forenoon of any day, **immediately** telephone their Division **for** instructions respecting their return to work and shall, **upon** receiving **such** instructions, **comply** with **the** same.
- 24.02 (b)** When a shift worker has completed the last day of **their** Jury or Witness service, they **shall** report for *their* next scheduled shift provided that they have a rest period of not less than twelve (12) hours from the completion of **such** **service** until the start of their **next** shift.

Pregnancy/Parental Leave

- 24.03 (a)** Pregnancy **and/or** parental leave, without **pay**, shall **be** in accordance with Part XI of **the** Employment Standards Act, R.S.O., 1990, **as** amended.
- 24.03 (b)** Pregnancy **and/or** parental leave for **an** employee who **does** not qualify under Part XI of the said Act, shall **be** granted upon request and **administered** in accordance with the Act.
- 24.03 (c)** Any request for **an** extension of parental leave beyond that which **an** employee **is** entitled to in accordance with **Article 24.03(a)**, or is granted in accordance with **Article 24.03(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.
- 24.03 (d)** TCHC shall provide **the** coverage and pay **its** share of the premiums for *the* benefits set out in **Article 16** (Extended Health) and shall **pay** **its** share of the pension contributions under **Article 17** (Pensions) for **any** pregnancy **and/or**

parental leave **taken** pursuant to **Articles 24.03(a) or 24.03(b)**, **unless** the employee **elects** in writing that they **do not wish** benefit coverage.

- 24.03 (e)** Pregnancy and/or parental leave in accordance with **Articles 24.03(a) or 24.03(b)** shall not involve any expense to TCHC, except as provided in **Articles 7.02(c) (Increments), 13.03 (Vacation), 24.03(d), 24.04 and 24.05 (Leave of Absence)**,
- 24.04 (a)** An employee who **is** eligible for pregnancy leave under **Article 24.03(a)** or an employee who requests and is granted pregnancy leave under **Article 24.03(b)**, shall be entitled, provided she is in receipt of Employment Insurance benefits pursuant to **Section 30 of the Employment Insurance Act, S.C. 1996, 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 percent (93%) 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.
- 24.04 (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.
- 24.04 (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.
- 24.05 (a)** An employee who is eligible for parental leave under **Article 24.03(a)** or who requests and is granted parental leave under **Article 24.03(b)** shall be entitled, provided the employee is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, S.C., 1996, 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 percent (93%) 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.
- 24.05 (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.
- 24.05 (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.

24.06 An employee who is granted an extension of parental leave in accordance with Article 24.03(c) shall be responsible for paying in **advance** by post-dated **cheque(s)** the full premiums for the Insurance coverage referred to in **Article 16** (Extended Health Care/Dental/Group Life and Long Term Disability Insurance) 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,

Leave for Canadian Citizenship

24.07 An employee who is required to be absent from work during their **normal** working hours for the purpose of obtaining their 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 of Absence

24.08 Subject to the approval of the Division Head, an employee may request and be granted leave of absence, without pay, of up to **five (5)** consecutive working days 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,

Military Leave

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

24.09 (b) Leave of absence for Reserve training shall be **in** accordance with TCHC policy **as** amended from time to time.

Compassionate Care Leave

24.10 (a) Compassionate Care Leave shall be in accordance with section 23.1 of the Employment Insurance Act.

24.10 (b) An Employee who is eligible for **Compassionate** Care Leave and has such leave approved pursuant to the Employment Insurance Act (section 23.1), will be entitled to the following Supplemental Employment Benefits (SUB) payments while on such leave:

For up to the eight **(8)** week period of the leave (inclusive of *the* **mandatory two (2)** week EI waiting period), the employee shall receive from TCHC payments equal to **the** difference between ninety-three percent **(93%)** of their regular **rate** and the **sum** of their weekly Employment Insurance **benefits and** any other income.

Article 25 - TRANSPORTATION

Use of Personal Vehicle

25.01 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.

Mileage Allowance

25.02 Wherever an employee is required and/or authorized to use their automobile on the business of TCHC, in accordance with the provisions of Article 25.01, 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.

Parking Costs

25.03 An employee who is required and/or authorized to use their automobile on business of TCHC shall be reimbursed for parking costs incurred in the course of conducting such business.

Transporting Other Employees

25.04 No employee shall be required to transport other employees, TCHC machinery or equipment. Employees may be required to transport their own personal hand tools that do not require stationary set-up.

Public Transportation

25.05 Whenever an employee is required to use the public transportation system in the course of their duties, such employee shall be provided with public transit token/tickets/passes for that purpose.

25.06 Upon request, TCHC will provide a T2200 for eligible employees who have received a per-kilometer allowance in accordance with the provisions of Article 25.02.

Article 26 - TEMPORARY EMPLOYEE BENEFITS

26.01 All Temporary employees shall be entitled to all benefits accorded to Permanent employees upon the completion of six (6) months actually worked with TCHC.

Article 27 – SERVICE AND SENIORITY

Seniority

Establishing Seniority

27.01 (a) A seniority date shall be established for each employee upon successful completion of the probationary period as defined in Article 5, such date to be coincident with the date of commencement of said probationary period,

Notwithstanding the foregoing, probationary employees shall accrue aggregate service upon the commencement and for the duration of the probationary period, which shall be used in place of seniority in the application of the following Articles only:

Clause 8.01 Overtime
Clause 8.02 Call Back
Article 19 Job Posting

27.01 (b) An electronic copy of ~~the~~ seniority list containing permanent **and** temporary employees' seniority will **be** forwarded to the Union, posted on ~~In~~Site and posted in every Local 416 base **site** on a bimonthly **basis**, **The** most recent ~~of the~~ bi-monthly seniority lists shall be the seniority **list** used for all purposes contemplated ~~In~~ the Collective Agreement where seniority **is a** factor.

27.02 In the event of ties **on** the seniority **list**, or in ~~the~~ case of multiple hirings, **all ties** and initial group seniority dates 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**.

27.03 Seniority shall apply on a bargaining unit-wide basis except as may be **modified** by **clause 13.11** (Vacation Selection).

Loss of Seniority, Service and Employment

27.04 An employee shall lose **all** seniority, ~~service~~ **and** their employment shall be terminated if the employee:

- (i) voluntarily terminates their employment subject to the **right to** rescind in **Article 39**;
- (ii) is **discharged** for reasonable cause **and** not reinstated;
- (iii) is absent without written notice and without **a** satisfactory reason to TCHC in excess of ~~ten~~ **(10)** calendar **days** ~~from~~ the commencement of absence;
- (iv) ~~fails~~ to report for work within **ten (10)** working **days** ~~from~~ **the date** they **are** recalled to work under **Article 29** except **as otherwise** provided for in that Article;
- (v) is not recalled ~~to~~ work within **twenty-four (24)** months of the date of their layoff from ~~work~~ pursuant to **Article 29**.

27.05 Any employee temporarily **placed outside** the **bargaining** unit through a modified work program or accommodated for a disability will retain and continue ~~to~~ accumulate seniority **in this** bargaining unit.

27.06 In the event that ~~an~~ employee covered by this **Agreement should be** promoted to a **position outside** the bargaining unit and is still in the employ of TCHC, the employee shall have a maximum **of ninety (90)** calendar **days**, to return to **the** unit without **loss of** seniority.

For greater clarity, this **is** a one-time option **for** up to ninety (90) calendar days **and** regardless ~~of~~ the duration of the opportunity ~~this~~ option can **be** exercised once by an **individual**.

Service

27.07 Service shall be determined from the employee's first date of hire. Service shall not include periods when the employee is on:

- (i) leave of absence, without pay, due to illness or injury in excess of twenty-six (26) consecutive biweekly pay periods for the purpose of Article 13 (prorating of Vacations) in accordance with clause 13.12;
- (ii) leave of absence, without pay, due to illness or injury in excess of fifty-two (52) consecutive biweekly pay periods for the purpose of Article 16 (Extended Health) in accordance with sub-clause 16.01(c) (Benefits);
- (iii) approved leave of absence, without pay, in excess of thirteen (13) biweekly pay periods, except where the Collective Agreement provides that service shall accrue for a longer period of time for a respective leave of absence;
- (iv) any unauthorized leave of absence;
- (v) any period of layoff.

LETTER OF AGREEMENT – RE CARRIAGE OF SENIORITY

Subject to CUPE Local 79 agreeing to the identical Letter of Agreement, Local 416 agrees to meet with CUPE Local 79 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.

Article 28 - EMPLOYMENT SECURITY AND RE-DEPLOYMENT

Notice

28.01 (a) In the event of the proposed displacement of a permanent employee resulting from:

- (i) deletion or elimination of their position;
- (ii) technological change; or
- (iii) contracting out;

TCHC shall:

- (i) provide the Union with no less than three (3) months of written notice; and,
- (ii) provide the affected employee(s) with no less than two (2) months of written notice of displacement.

No further notice to the Union would be necessary until all affected members have been redeployed under the initial notice given to the Union.

- 28.01 (b)** TCHC agrees to notify the Union in writing three (3) months in advance of any additional contracting out of work, other than work that is presently contracted out.
- 28.01 (c)** TCHC will convene a meeting with the Union within five (5) working days of delivery of written notification to the Union of its intention to contract out or privatize the work. TCHC will make available to the Union an outline of the type of work in question, and the reasons for the contracting out. TCHC will also provide information with respect to the cost, and other pertinent information, which would allow the Union to make a complete submission to the appropriate Division Head and to the TCHC Board of Directors appropriate Committee of Council. The Union shall make such submissions within forty-five (45) days of the delivery of TCHC's information.

RE-DEPLOYMENT – Joint Review

28.02 In the event that an employee(s) is to be displaced to this article the Director, Labour Relations and Employee Services will meet with the President of TCEU Local 416, the TCHC Unit Chair and up to two (2) additional representatives chosen at the Union's sole discretion, not later than two (2) weeks after the notice referred to in 28.01 has been given and will meet thereafter as frequently as necessary,

The purpose of these discussions will include but will not be limited to:

- (i) Review of the proposed plan;
- (ii) Review of the organizational impact of the proposed re-deployment;
- (iii) Identification of vacant positions within TCHC including those that may be filled by way of a superior duty assignment; and
- (iv) Identification of the retaining needs of the affected individuals and making recommendations regarding appropriate training.

Disclosure

28.03 The Director, Labour Relations and Employee Services shall provide to the President of TCEU Local 416, and the TCHC Unit Chair, and up to two (2) additional representatives chosen at the Union's sole discretion, all pertinent staffing and financial information.

Redeployment Process

- 28.04 (a)** An employee who is displaced or whose position is eliminated in accordance with 28.01 will be placed in an alternate position if the employee is able to perform the work.
- 28.04 (b)** In the event that there is a vacant position in the same classification the employee shall, subject to 28.04 (c) and 28.04 (d) be placed in the vacant position.
- 28.04 (c)** Should more than one vacant position be available the employee may select the vacant position into which they are to be placed. In the event that there is more than one employee who selects the same vacancy, then first choice will go to the individual with the most seniority.

- 28.04 (d)** In the event that there **is** a vacancy in a classification at a lower rate of pay the employee may elect to be placed in **this** vacancy. In the **event** that there is more than one (1) **employee** who selects the same vacancy, then first choice **will go to** the employee with the **most** seniority.
- 28.04 (e)** Where a vacancy in the same classification **is** not available, **or** the employee **does not elect to be placed** in a vacant position with a lower rate of pay, the affected employee **shall** elect one **of** the following:
- (i)** to displace the employee **who has** the least bargaining **unit seniority** in the same classification; or
 - (ii)** to displace the employee who has the least bargaining unit seniority in a classification at **a lower rate of** pay.
- 28.04 (f)** Where there **is** no employee with **less** bargaining unit seniority within the **same** classification **as** the affected employee **TCHC shall** then **displace** the employee **with the** least amount of bargaining unit seniority **in a** classification with a lower rate of pay with the affected employee. **The** employee may **choose** the classification within which they are to **be placed** subject to Article 28.04 (g) **below**, In the event that no position with a lower rate of pay is available in which to **place** the employee, they will **then** be subject to layoff in accordance with Article 29.
- 28.04 (g)** An employee may exercise **their** right under either Article 28.04 (b) or (e) if they become **capable** of performing the functions of **their** new position within **a one (1)** month period with appropriate retraining. **The one (1) month period may** be extended **by mutual agreement between the** Director, Labour Relations **and Employee Services**, the President of TCEU Local 416 **and** the TCHC Unit Chair.
- 28.04 (h)** Once the employee has received notice **of their** specific redeployment **options** they must advise the Director, **Labour Relations and Employee Services** of their **decision** within three (3) working days **of being so** advised, following which the **Director will** then advise the President of TCEU Local 416 and the **TCHC Unit Chair** forthwith.

Wage Protection

- 28.05 (a)** In the event that **the** affected employee is **placed** in a position with a lower rate pursuant to Article 28.04 (f), **such** employee **shall** continue to receive the rate they were receiving prior to such reassignment for the **thirty (30)** month period **immediately** following the effective date **of the** reassignment, **Following** the expiry **of the** thirty (30) month period, such employee will then receive **the** rate applicable to their **new position**. **Such** change in rate will be effective **the** first day of the pay period following the expiry of the aforementioned thirty (30) month period.
- 28.05 (b)** Employees **reassigned** under this Article, who are within five **(5)** years of their **mandatory retirement age**, shall continue to receive the rate they **were** receiving prior to such reassignment for up to sixty (60) **months**.

28.05 (c) Where an employee elects to **be placed** in a vacant position with a lower rate of pay in accordance with Article 28.04 (d) or Article 28.04 (e)(ii) they **shall** receive the rate of pay for that position,

Right to Return to Former Classification or Work Location

28.06 (a) 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 twelve **(12)** **month** period following placement. In the event that there is more than **one (1)** person wishing to return to the same position, seniority shall govern.

28.06 (b) An **employee** shall have the right to return to the work location where they were previously employed prior to **their** displacement should a vacancy **within** their current classification arise at their **previous** work location during the twelve (12) month period following placement. In the event that there is **more** than one **(1)** person wishing to return to the same position **within** that same work location, seniority shall govern,

Job Posting Process

28.07 The posting process in the Collective Agreement **shall not** apply until the redeployment process has been completed. Vacant positions which a displaced employee **is** unable to perform even **with** retraining in accordance with this article may be posted in accordance with Article 19.

28.08 In determining the ability of an employee to perform the **work** for the **purposes** of this Article, TCHC shall not act in a manner inconsistent with the terms of **this Agreement**.

28.09 Subject to Article 28.04 the parties agree **as follows**:

- (a)** to the extent that it **is** practical to do **so**, training will **be** provided during the employee's regular working hours;
- (b)** the costs associated with retraining shall be **borne by** TCHC;
- (c)** TCHC and the Union will co-operate in order that **employees** who wish to be retrained can have their work schedules adjusted, where necessary, to **enable** them to **participate** in training;
- (d)** Where TCHC required **skills** and is unable to provide in-house training in order that **employees** may achieve the said **skills**, TCHC **shall** pay the associated costs of the external training, **which** may **be required**;
- (e)** Any dispute **with** respect to the application of **this** section which **is** not resolved through discussion **between** the President of TCEU Local 416, the TCHC Unit Chair and the Director, Labour Relations and Employee Services **may be** referred by **either** party to the Dispute Resolution process set **out** below.

28.10 Normally, a permanent employee **affected** by the provisions of **this Article**, **will not be issued** a notice of lay-off under Article 29, until they have exhausted their options **under** Article 28. However, provided TCHC is acting **in good faith** and for valid business reasons, the notice of lay-off **under clause 29.08**, **may** be issued concurrently with the notices under clause 28.01 (a).

28.11 No permanent employee with ten (10) years of seniority or more shall lose their employment as a result of contracting out or privatization.

Dispute Resolution Process

28.12 In the event that there is a dispute regarding the Joint Redeployment Process, including but not limited to whether the displaced employee could, with retraining, become qualified within one (1) month, the following expedited dispute resolution procedure shall be followed:

- (i) either party shall have the right to refer any unresolved issue, to TCHC's Director, Labour Relations and Employee Services and to the President of Local 416, or their respective designates, for immediate discussion and speedy resolution;
- (ii) in the event that the issue 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 issues 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:

M. Tims	D. Randall	
K. Petryshen	R. Herman	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,

Change in Work Methods or Technology

28.13 Prior to the introduction of new work methods or technology into the workplace the employer will provide notice to Local 416 as per Article 28.01(a) of this agreement.

Prior to any changes being introduced there will be full disclosure to the rationale for the changes and a full discussion of the potential impacts of the changes on the work methods of the positions.

Where a position is changed and the incumbent employee(s) requires training, the employer will provide a period of up to ninety (90) days for the retraining during which time the employee must acquire the skills required in the changed position, This training will normally be during working hours and the employee shall maintain their current rate of pay.

LETTER OF AGREEMENT CONTRACTING OUT, EMPLOYMENT SECURITY

TCHC confirms that during the term of this Collective Agreement and any extension by law, there shall be no new contracting out of work of the Local 416 bargaining unit resulting directly or indirectly in the layoff or loss of employment of permanent employees.

Article 29 - LAYOFF AND RECALL

Layoff and Recall of Temporary Employees

29.01 (a) Subject to Articles 5, 27.01(a) and 27.03, in the event of a staff reduction, temporary employees shall be laid off before permanent employees in the following order:

Temporary employees by reverse order of seniority within the position classification within the Division involved shall be affected first.

29.01 (b) If and when work becomes available, those temporary employees who have been laid off under (a) above shall, provided that not more than twenty-four (24) months have elapsed from the date they were laid off from work, be recalled to work in the reverse order of their layoff, provided that they possess the necessary qualifications for such work.

Layoff of Permanent Employees

29.02 Subject to Articles 5, 27.01(a) and 27.03, in the event of a staff reduction, permanent employees shall be laid off in accordance with the following procedures:

29.02 (a) Permanent employees shall be laid off in reverse order of seniority within the employee's position classification within the Division involved;

29.02 (b) A permanent employee identified for lay-off may either:

(i) choose to accept the lay-off; or

(ii) bump the least senior temporary or permanent employee, as the case may be, in any classification, provided the employee bumping is capable of performing the work of the classification. An employee who chooses to bump the least senior employee shall advise TCHC of their intention to do so and the position claimed within three (3) working days of receiving their notice of layoff options unless otherwise agreed to by the parties.

29.03 Any permanent employee who is bumped in accordance with 29.02(b)(ii) above or in accordance with this clause (29.03) shall have the right to either accept the layoff or bump the least senior temporary or permanent employee, as the case may be, in any classification, provided the employee bumping is capable of performing the work of the classification. There will be no limit on the number of bumps, which may be required in order to complete this process.

29.04 in the event that a permanent employee bumps into a temporary position, the permanent employee shall retain their permanent status.

Wage Protection

29.05 (a) A permanent employee who displaces a Junior employee and, as a result, is placed in a position for which a lower wage rate is applicable, will continue to receive the rate they were receiving prior to displacing the employee for the thirty (30) month period immediately following the date of their assuming the lower-rated classification. If the permanent employee is within five (5) years of the

mandatory retirement age, the employee will continue to receive their previous rate for up to sixty (60) months.

- 29.05 (b)** In those cases where an increment structure would apply, no further increments applicable to the permanent employee's position shall be granted following his/her reassignment.
- 29.05 (c)** Following the expiry of the applicable period, the employee will receive the actual rate of their new position. The change in the rate will be effective the first pay period following the expiry of the period of wage protection.
- 29.05 (d)** Where the parties agree that a permanent employee is to be placed in a vacant position without exercising their bumping rights, wage protection in accordance with the provisions of this article shall apply.

Right To Return To Position

- 29.06** A permanent employee, who has bumped or been bumped, but who has not actually been laid off, shall have the right to return to a position within the classification they held prior to displacement should it become vacant during the twelve (12) month period following their displacement. In the event there is more than one person who wishes to return to this position, seniority shall govern.

Recall of Permanent Employees

- 29.07 (a)** If and when work becomes available, those permanent employees who have been laid off under Article 29 shall, provided that not more than twenty-four (24) months have elapsed from the date they were laid off from work, be recalled to work in order of seniority, provided that they are able to perform the work available.
- 29.07 (b)** Permanent employees shall have the right to refuse a recall to any position classification, except the position classification from which they were initially laid off, for the twenty-four (24) month period identified in Article 29.07 (a).

Notice for Permanent Employees

- 29.08** Prior to actually laying off any permanent employee(s), the Director, Labour Relations and Employee Services shall provide written notice to the Union at least thirty (30) calendar days prior to the impending layoff(s) and shall, if so requested, meet with the Union within ten (10) calendar days of such request to discuss such layoff(s).

Employees Rights While on Layoff

- 29.09 (a)** 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 Article 29 and the right to participate in the Job Call process.
- 29.09 (b)** Notwithstanding the above, benefits for a permanent employee on layoff shall terminate at the end of the month following the month in which the layoff occurred.
- 29.09 (c)** Subject to Article 29.07, an employee who makes application for a Job Call pursuant to Article 19 either prior to being laid off or after they have been laid off, shall proceed in such job call in accordance with Article 19. 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 Articles 29.01(b) and 29.07.

Article 30 -WORKPLACE SAFETY AND INSURANCE BENEFITS

30.01 Where **in** an action arising out of an accident to an employee of TCHC coming within the 416 Bargaining Unit, TCHC recovers from a third person 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 to the employee or their dependants by TCHC in accordance with the requirements of Workplace Safety and Insurance Act,

30.02 Where an employee who is injured in circumstances in which they may be entitled to compensation under the Workplace Safety and Insurance Act, elects to claim against a third person, they **shall**, as a condition of receiving Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits, agree to provide in writing an undertaking to reimburse TCHC out of the proceeds of any settlement or judgment, exclusive of costs, upon such claim, the amount of money equivalent to the value of such Sick Pay, Short Term Wage Protection Benefits, Short Term Disability Benefits and Workplace Safety and Insurance Board Benefits as the case may be, and upon their having made such reimbursement, their accumulated Sick Pay, Short Term Wage Protection Plan, or Short Term Disability Plan as the case may be shall be restored accordingly.

30.03 (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, shall, provided they have qualified for Sick Pay, or Short Term Wage Protection Benefits or Short Term Disability Benefits in accordance with Article 14, be paid an amount equal to their 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.

The full net pay of an employee shall be determined by deducting from the employee's gross earnings the probable Income Tax, Canada Pension Plan premiums, and Employment Insurance premiums.

30.03 (b) If the employee's claim is denied and the employee has otherwise qualified for Sick Pay, Short Term Wage Protection Benefits or Short Term Disability Benefits the denial of the claim shall not act as a bar to the employee claiming benefits in accordance with the provisions of Article 14 (Sick Pay).

30.04 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, the employee shall continue to receive the full net pay amount as defined in Article 30.03. Such full net pay shall include benefit payments approved by the Workplace Safety and Insurance Board.

30.05 If the employee is unable to return to work after a claim is approved, they shall receive:

- (i) the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board;

- (ii) for those who qualify for Sick Pay, **Short Term Wage Protection Benefits** or **Short Term Disability Benefits**, in accordance with Article 14 (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 contribution;
 - if applicable, the employee's Extended Group Life Insurance premiums;
 - and any further deductions required by law.

If an employee continues on WSIB after the first day of the fifth month following the date of disability, the employee shall select one of the following Pension options;

1. **Option A** – Continue enrolment in OMERS as if the employee was at work and make the necessary Pension contributions from the remaining amount paid to the employee by TCHC. (NOTE: This will leave a net balance approximately equal to an employee's normal take home pay, and the employee's pension will be the same as if the employee had been actively at work throughout the period.)
2. **Option B** – Select the OMERS disability waiver of contributions and therefore TCHC and the employee shall not make OMERS contributions on the employee's behalf. (NOTE: this may increase the employee's take home pay. However, for pension calculation purposes, the deemed waiver earnings and the year's maximum pensionable earnings (YMPE) are indexed like the OMERS pensions. The annual increases to the deemed earnings may not match the negotiated increases received)

No deductions will be made from the sick bank of an employee who received payments under clauses 30.03 (a) and 30.05.

30.06 An employee in receipt of a loss of earnings benefit in accordance with section 43 of the Workplace Safety and Insurance Act who is not on layoff shall be considered to be an employee on the active payroll and:

- (i) Continue to accrue seniority, service, vacation and sick pay credits and
- (ii) Continue to be entitled to benefit coverage which shall be maintained by TCHC in the same manner as though the employee was at work and
- (iii) The foregoing shall have no effect on any permanent partial disability pension, which an employee may be receiving.

30.07 (a) Where the claim is not approved or where an employee receives monies in excess of their 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.

30.07 (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 their input regarding an appropriate schedule of recovery.

The employee may **be** accompanied by either their Shop Steward or other Union representative at such meeting should they *so* request.

- 30.08** Employees who have not qualified for **Sick Pay**, Short **Term Wage** Protection Benefits or Short Term Disability Benefits In accordance with Article 14 **shall, I** their Workplace Safety and Insurance Board claim **is** approved, receive their benefit payments from the Workplace Safety and Insurance Board.
- 30.09** An employes, who sustains ~~a~~ compensable Injury **and, as a result, must** leave work before the end of their shift, **on** the day the Injury occurred **shall** be paid to the end of the shift.
- 30.10** Where an employee **sustains** a workplace injury, the employee **is** entitled to make the **initial** choice of health professional for the purpose of obtaining necessary and appropriate healthcare, Notwithstanding this entitlement, the parties recognize that the injury may require immediate health care **from** the first available health professional.
- 30.1 /** Where an employee **is** requested to meet with a representative of TCHC with respect to an Illness or Injury, the employee shall **be advised they may be** accompanied **by a** representative **of** the Union.

Article 31 - NO STRIKE OR LOCKOUT

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

Article 32- PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND WEARING APPAREL

- 32.01** Where TCHC provides safety equipment, safety clothing or working attire, it 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.
- 32.02** Safety equipment **and safety** attire will **be** supplied to ail **employees** who are required to **perform** duties where hazards exist.
- 32.03** TCHC shall provide all employees with the following clothing allocation every **two (2)** years:
- Five (5) pairs of workpants
 - **Five (5) work shirts** (**any** combination of short sleeve workshirt, polosshirt, or long sleeve **workshirt**)
 - **One (1) spring jacket**
 - **One (1) winter parka** (3-in-one style parka)
- 32.04** Notwithstanding the foregoing, **all new** employees **will** be issued the **following clothing** upon commencement **of** their employment:

- Two (2) pairs of workpants
- Two (2) work shirts (any combination of short sleeve workshirt, polosshirt, or long sleeve workshirt)

32.05 Upon the completion of their probationary period, employees shall be issued the balance of the clothing allocation as set out in article 32.03.

32.06 Safety boots/shoes shall be issued to all employees as required.

Winter safety boots shall be issued to all employees once every two (2) years unless a replacement is required prior to the expiry of the two (2) year period.

32.07 In the event that the replacement of protective clothing and apparel is necessary, beyond the agreed to allocation, TCHC agrees to provide said replacement clothing with approval of the Division Head.

32.08 TCHC and Local 416 agree to continue the Wearing Apparel committee to discuss items such as quality of issue, substitution of existing issue on the basis of comparable cost and safety, changes to design, colour, creasing of work clothing and other clothing issues that may arise. The committee recognizes that HSI may have different branding requirements. The Wearing Apparel committee is to make recommendations to the Labour Management Committee for consideration and approval.

Article 33 - LEGAL EXPENSES

33.01 Where an employee is charged with an offense under The Criminal Code, The Highway Traffic Act or other Statute(s) or is charged or has a complaint laid against them which may result in discipline by their professional regulating organization arising out of an act done in the performance of their duties:

- (i) The employee charged shall, in the first instance, be responsible for their own defense including the retaining of legal counsel or paralegal;
- (ii) if the employee is acquitted and their legal costs do not exceed fifty thousand dollars (\$50,000), the Treasurer and Chief Financial Officer shall be authorized to reimburse the employee for such costs on the approval of TCHC Legal Council and the Vice-president of Human Resources;
- (iii) Where an employee is acquitted and their legal costs exceed fifty thousand dollars (\$50,000), for the payment of such fees approval shall not be unreasonably withheld by TCHC. 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.

33.02 Where an action or other proceeding is brought against an employee of TCHC, which in the opinion of TCHC arises out of acts or omissions done or made by such employee in their capacity as an employee of TCHC, TCHC may pay damages or costs awarded against such employee or legal expenses incurred by them as may be determined by

TCHC as provided for by paragraph 50 of section 207 of **The Municipal Act, R.S.O. 1990, as amended**. Whenever an action or other proceeding **is** brought against an employee, the employee **is** to advise TCHC.

33.03 In the event TCHC reimburses an employee, under this Article, for any legal expenses, damages or **costs**, the employee **shall be** compensated at their regular rate of pay for the time lost **from** their regular working schedule as a result of **being** required to **attend** court or appear before their **professional** regulating organization.

33.04 Where **the employee is** provided with insurance to cover their **legal** expenses by reason of their membership in their professional regulating organization or **association**, they must exhaust those rights first before **being** eligible for reimbursement for their **legal** expenses pursuant to **this** Article.

33.05 TCHC agrees to produce a standard letter, approved by the Union, 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 their request.

Article 34 - GENDER NEUTRALITY PRONOUNS USED

34.01 This Collective **Agreement** uses gender neutral pronouns, however **masculine/feminine** (singular or plural) pronouns may be read into **this** agreement where the context **so** demands,

Article 35 - ACQUAINTING NEW EMPLOYEES

35.01 (a) New employees shall be **advised of** the **names of** their Shop Steward **and** the Worker Co-chair of **the** Joint Workplace **Health and** Safety Committee or the Workers Health and **Safety Representative**, as the case may be, and provided with an introduction to **each** following the commencement of **the employee's** employment. Such Introductions shall be provided **within** twenty (20) **days** of the commencement of the employee's employment. TCHC will also provide a copy of the Collective Agreement to all new employees.

35.01 (b) **The** Shop Steward and the Worker Co-chair or the Worker Health and Safety Representative, as the case may be, shall **each be** allowed fifteen (15) minutes to meet with the new employee at times mutually acceptable to the **Shop** Steward, the Worker Co-chair or the Worker Health **and** Safety Representative where **appropriate, and** the employee's immediate supervisor.

Article 36 - EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

36.01 Each employee shall have access to and be **able to view** their individual personnel file upon request.

36.02 TCHC agrees to provide photocopies of all disciplinary notations, all evaluations, all performance reports **and** all other adverse notations upon request, within a reasonable period, **at** no cost to the employee, once every 12 months.

36.03 No disciplinary notation, evaluation, performance report, or other adverse notation shall **be added** to the personnel file until a **copy** of such document has **been** provided to the employee.

Article 37 - REST AND WASH-UP PERIODS

37.01 (a) Each employee who works on a shift of **less** than ten (10) hours shall **be** afforded a rest period of fifteen (15) minutes duration during the first four (4) hours of the **shift and** a second rest period of fifteen (15) minutes during the second four (4) hours of their shift.

37.01 (b) Each employee who works on a **shift of** ten (10) to twelve (12) hours shall **be** afforded a rest period of fifteen (15) minutes duration during the first four (4) **hours** of their shift, a second rest period of fifteen (15) minutes during the second four (4) hours of their shift and, during **the** last two (2) to four (4) hours of their **shift**, a third rest period **of** ten (10) minutes duration.

37.02 **Each** employee coming within the Union shall be afforded a period **of** ten (10) minutes at the end of each working **day** for the purpose of washing up at their **place** of employment.

Article 38 - DESIGNATES

38.01 Where the terms Division **Head**, Vice-President of Human Resources, Treasurer and Chief Financial Officer and Director, Employee and Labour Relations **appear** in this Collective Agreement, **it** shall **be** read to **Include** "or their designate",

Article 39 - RIGHT TO RESCIND RESIGNATION

39.01 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.

Article 40 - PRINTING OF THE COLLECTIVE AGREEMENT

40.01 The Agreement shall **be** prepared and presented to the Union within one **month** following the ratification of the Contract by both **parties**. **TCHC** shall allow two (2) days off **with pay for** up to four (4) members of the Negotiating Committee **so that they** may proofread the Agreement.

40.02 The **parties** agree to use their best **efforts** to have the Collective Agreement printed as **soon as** possible following its ratification.

40.03 **Each party** shall pay fifty per cent (50%) of the cost of **such** printing.

Article 41 - ACCESS TO BOARD OF DIRECTORS AND BUDGET INFORMATION

41.01 The Union shall **be placed** on distribution lists with respect to Board of Directors **and** the Committees of the Board. **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.

The Union will **also be placed on** the **public** distribution list with respect to the TCHC 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 42 – PROVISION OF TOOLS

42.01 TCHC will provide all necessary tools and equipment to all employees for whom such **tools and/or equipment is** required for the performance of their jobs.

Article 43 – DIVERSITY

43.01 The Union **recognizes** TCHC's **Workplace** Diversity Policy, which supports creating a workforce which **is** reflective of the **City of** Toronto's wonderful racial Diversity. To **better** reflect **the** communities we serve, the **parties** are committed to eliminating all barriers to recruitment, hiring, promotion and retention **and** ensuring balanced representation of all groups at **all levels** of the organization. The parties to **this** agreement recognize that racialized minorities, women, **aboriginals**, youth, persons **with** disabilities, **gays**, lesbians, **bi-sexuals and transgenders**, **all** face barriers **in** employment. The **parties** agree **that** to address the historical unbalances special recruitment procedures may **need** to be developed **to** address **these** barriers. These initiatives **may include, but** are not limited to:

- (i) Fast tracking initiatives;
- (ii) Continuous training initiatives;
- (iii) Youth employment initiatives;
- (iv) Statistical goals for priority groups.

Article 44 - HEALTH AND SAFETY

44.01 The Union and TCHC shall co-operate in promoting and improving practices in the workplace to provide a safe and healthful environment in which **to** work.

44.02 The Union and TCHC agree to work together to **implement** appropriate remedies **and** initiate preventative 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.

44.03 The prevention of accidents requires the continuation of a co-ordinated health and safety program in accordance with the Occupational Health **and** Safety Act.

44.04 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:

- (i) either party shall have the right to refer the matter to TCHC's Director, Labour Relations and Employee Services and to the President of Local 416, 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	D. Randall	K. Petryshen
M. Tims	B. Sheehan	G. Monteith
- (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 45 - RETURN TO WORK/ REHABILITATION PROCEDURE

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

- (i) receive their pre-injury hourly rate of pay for the hours worked throughout the duration of the temporary modified work assignment;
- (ii) 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

45.02 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

45.03 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

45.04 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

45.05 For either Temporary or Permanent modified work, after **exhausting** opportunities in **the** employee's own classification, **Division and Community Housing Unit**, it **may be** necessary for the employee to accept a change in occupation, **Division, Community Housing Unit** 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

45.06 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, **Labour Relations** and Employee Services and to the President of Local 416, 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	D. Randall	K. Petryshen
M. Tims	B. Sheehan	G. Monteith
- (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 46 - PARTICIPATION IN ELECTIONS

46.01 The TCHC policy concerning Participation in Elections, dated September 1, 2003 as may be amended from time to time, shall be applicable to Local 416 staff. The parties agree that any further Improvements 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.

Article 47 - PREPAID LEAVE PLAN

47.01 TCHC will ensure that employees presently participating in pre-paid leave plans with predecessor employers shall be permitted to conclude such participation in the plan which they are participating. TCHC will ensure that any TCHC policy concerning a prepaid leave plan, as it may be amended from time to time, is accessible to employees in the 416 unit. The parties agree that any further improvements will be made in consultation with the union.

Article 48 – LETTERS OF AGREEMENT

48.01 The parties agree that all Letters of Agreement agreed to by the parties (both previously and during the collective bargaining process) shall be deemed to be Letters of Agreement,

Article 49- ABSENCES FROM WORK

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

Requests for such time-off shall not be unreasonably denied,

Article 50 - TERM OF AGREEMENT AND NOTICE TO BARGAIN

50.01 The term of this agreement shall be from January 1, 2009 to December 31, 2011 and shall continue to remain in force from year to year thereafter unless either party gives written notice to the other party within ninety (90) days prior to the termination date of this Collective Agreement that it desires termination or amendment of this Agreement.

LETTER OF AGREEMENT-VIDEO SECURITY SURVEILLANCE; GLOBAL POSITIONING SYSTEMS (GPS) & AUTOMATED VEHICLE LOCATION SYSTEMS (AVL)

TCHC will consult with the Union within the first year of the Collective Agreement with respect to the utilization of Video Security Surveillance and a GPS/AVL systems.

LETTER OF AGREEMENT – LANGUAGE HOUSEKEEPING

The parties agree to meet prior to the printing of the Collective Agreement in order to identify and discuss any housekeeping issues that may be required. In the event of a dispute between the parties, it is agreed that there will be no change to the signed-off language agreed to during the negotiation process.

LETTER OF AGREEMENT – LEGISLATIVE CHANGES

Prior to the implementation of any legislative changes, TCHC and the Union agree to consult with each other with the aim of developing a plan of action to deal effectively with the impact of such legislation.

LETTER OF AGREEMENT EMPLOYEE ASSISTANCE PROGRAMS

- 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.
- The committee will meet quarterly or more often as agreed to by the committee members (particularly in the early formation stage).
- The role of the committee will be to:
 - Participate in developing the program's employee orientation and communication strategy;
 - Review aggregate statistical information regarding the program's utilization rates (e.g., average number of sessions provided per case, number of consultations and client satisfaction survey data);
 - Review jointly, suggestions and concerns regarding EAP delivery.

LETTER OF AGREEMENT HOUSING

1. Toronto Housing Company employees who are required to live in the project in which they work will be given housing accommodation appropriate to the size of their immediate family subject to the availability of appropriately sized units within the project. It is agreed that no over housed or under housed situation will exist beyond the term of this contract. The Toronto Housing Company will provide one (1) parking space, if required, to each Resident Assistant Superintendent and Resident Superintendent, in a location as determined by the Toronto Housing Company. The Toronto Housing Company will supply the utilities of heat, water, hydro and standard telephone (excluding long distance personal calls).
2. For taxable benefit calculation purposes, the unit rent for a Resident Superintendent or the Resident Assistant Superintendent including utilities and one (1) parking space shall be assessed at the rate of \$300.00 per month for a one bedroom unit, plus \$100.00 per month for each additional bedroom up to a maximum of \$500.00 per month including utilities and one parking space,
3. During the term of this Collective Agreement, employees in the classification Resident Superintendents and Resident Assistant Superintendents who are reassigned to non-resident superintendent positions shall be covered by numbers three (3), four (4) and five (5) of the minutes of settlement dated October 18, 1996 signed between the former City home and the former Metropolitan Toronto Civic Employees' Union, Local 43.

4. Resident Superintendents and Resident **Assistant** Superintendents shall be on call to cover emergencies on a regularly scheduled **basis** in their regular work location and when **called**, shall work **as** necessary to facilitate **or** correct the emergent situation. **"Emergency"** shall mean fire, flood, mechanical breakdown, power failure, activation of fire alarm system, elevator breakdown, lack of heat, or other situations which can reasonably be determined to adversely affect the life safety of the occupants.

LETTER OF AGREEMENT

JOINT COMMITTEE FOR APPRENTICESHIP/SKILLED TRADES

Preamble

1. **hsi and the union have** Indicated their mutual **interest** in establishing a joint committee for advancing community **based** apprenticeship and skilled trades development.
2. **The** committee shall be comprised of no more than two **(2)** local 416 representatives from the Union and no more than two **(2)** management/ exempt representatives from **hsi**. Both parties agree to appoint persons with the required **expertise** in Apprenticeships and Skilled Trades development to this Committee, For Each Union member on this Apprenticeship Committee shall **suffer no loss of pay, benefits or service and seniority** during time spent on the Committee.
3. The Committee shall meet **at the request** of either party.

DUTIES OF THE COMMITTEE

The duties of **the** Committee shall include but not be limited to:

- **Make recommendations by exploring** options including apprenticeship and certificate programs, **in response to** operational requirements.
- **Make recommendations to** the development of the program, Including content and protocol and **applicable** grants.

Reviewing and evaluating program and **make recommendations**.

LETTER OF AGREEMENT WAGE CLASSIFICATION REVIEW

This Letter of Agreement is without prejudice or precedent to **the** Collective Agreement and to **the** parties' positions in any other forum.

1. **The parties agree** to meet **as soon as possible**, but no later than November 30, 2009 to Implement the following process.
2. The number of representatives from each of the Union and the Employer shall not exceed **two (2)** in number. **Leave** for the **two (2)** Union representatives to attend the meetings shall be with **pay** and benefits by the employer.
3. Prior to the first meeting, the **Employer** shall provide **the** Union with the current **job** descriptions, related job descriptions, recent job postings **as well as rates of pay** for **the following** classifications:
 Senior Superintendent
 Landscape Maintenance Person 1
 Landscape Maintenance Person 2
 Handyworker 2
 Plumber (performing gasfitter duties)
 Service **Worker** Maintenance

4. The **parties** will review the **duties** and responsibilities **of** the positions. The Employer agrees ~~to provide any relevant~~ information it gathers regarding the **duties** and responsibilities **for** the position, **as well as** any relevant information requested by **the** Union.
5. The parties ~~will~~ have **the** ability to rely on **Job** descriptions, **job** postings, external comparators **as well as** information from the workplace in ~~its discussions with the~~ Employer.
6. **The** Employer agrees to **consider any** relevant Information and input provided by the Union **in** the **discussion** and enter into ~~negotiations~~ on the wage rates for the ~~positions~~ set out in (3) above.
7. ~~In the event an agreement is reached~~ **the** rates of **pay shall be** retroactive to the date of January **1, 2009** unless the parties ~~otherwise~~ agree to a different date.
8. In the event there is a dispute, the matter will be referred to ~~the~~ dispute resolution mechanism set **out** herein.
 - (i) either **party shall** have the right to refer any unresolved **issue**, to TCHC's Director, Labour Relations **and** Employee Services and to the President ~~of~~ Local 416, or ~~their~~ respective designates, for **Immediate** discussion and **speedy** resolution,
 - (ii) in the event that the issue **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. **It is** agreed **that the** arbitrator **shall** have the jurisdiction to hear the substance of ~~the~~ **issues and the** parties **agree** they will not raise jurisdictional objections in this regard. In addition, ~~it is~~ agreed that ~~the~~ arbitrator ~~will~~ have jurisdiction to award compensation changes, if any, retroactively to January 1, 2009.
 - (iii) if either party refers the Issues 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:**
E. Lee
 J. Johnson
 L. Mikus
 F. Briggs
 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 Agreement
between**

**Toronto Civic Employees' Union
Local 416, CANADIAN UNION OF PUBLIC EMPLOYEES**

And

Toronto Community Housing Corporation

The parties agree as follows:

1) Employees actively working at age 65 will continue to be eligible to receive the following benefits outlined in article 16 of the Collective Agreement until the end of the month in which their 70th birthday falls:

- Accidental death and dismemberment Insurance – Article 16.07
- Group Life insurance - Article. 16.04 (a)
- Dental Benefits – Article 16.03
- Extended Health Care Benefits – Article 16.02
- Optional Group Life Insurance – Article 16.04 (b)

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 September 27, 2007 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 64 ½ 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**.

e) 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 **at** his/her expense.

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

Notwithstanding the fact that the **parties** agree that the **foregoing does 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, **Labour** Relations and Employee Services and to ~~the~~ President of Local 416, or **their** respective designated, 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. Tims

D. Randall
D. Starkman

K. Petryshen
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 AGREEMENT- ELIGIBLE BENEFITS FOR ACTIVE EMPLOYEES UPON ATTAINING AGE 70

TCHC and the Union **agree** that all **employees** actively working at **the** end of the month in which **they** reach **age 70** will continue to **be** eligible to receive the following benefits up to and including December 31, 2011, or any extension by law:

- **Accidental death and dismemberment insurance** – based on an amount equal to one (1) **time** the **employee's** annual **salary** rounded to the next higher \$1000, if not a multiple thereof. TCHC shall pay one hundred percent (100%) **of** the premiums.
- **Group Life Insurance**- based on an amount equal to one (1) **time** the employee's annual salary rounded to the **next** higher \$1000, **if not a multiple** thereof. TCHC shall pay one hundred percent (100%) of the premiums.
- **Dental Benefits** – Article 16.03
- **Extended Health Care Benefits** – Article 16.02

LETTER OF AGREEMENT PROTECTIVE CLOTHING

TCHC and **the union** agree to deal with uniform and **safety** boots/shoes Issues, the **parties shall** meet within **30 days** of **ratification** **of** the Collective Agreement.

LETTER OF AGREEMENT SHARED FACILITIES

TCHC and the Union **agree** to form a **Committee** to deal with shared facilities, including but not limited to washrooms, change rooms and lunchrooms.

The Committee **will** meet within 30 days of **ratification** **of** the Collective Agreement

LETTER OF AGREEMENT TCHC EMPLOYMENT OPPORTUNITIES

There is a mutual interest between the Union and TCHC to enhance employment opportunities within TCHC and elsewhere, consistent with TCHC's vision.

To **help** accomplish this, TCHC may hire **individuals** to work within the company to help develop their skills, provide learning **opportunities** and enhance their knowledge for possible future employment. **Opportunities may** include general **cleaning and** landscaping.

As such, the Union and TCHC agree to meet within forty-five (45) days to:

- i) create a **Community Based Custodial** Opportunity position

ii) in-source **all** cleaning work **that is presently** contracted **out**

The Union and the Employer shall jointly:

- i) **devise** job descriptions for the **Community Based Custodial Opportunity**
- ii) develop **terms and conditions** of employment

The parties further agree **that** the above **is subject to** an **agreed to wage rate, during** the term of this **agreement.**

SCHEDULE "A"
WAGES 2009 - 2011

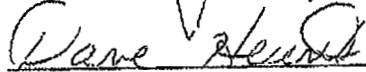
Job Title	Job Code	Wage Grade	Wage Step	Rate as of Dec. 31/08	3%	Jan. 1/09	3%	Jan. 1/10	3%	Jan. 1/11
Custodian	CUS001	CUST	1	20.05		20.65		21.27		21.91
Gasfilter Apprentice 2	GFA002		1	24.57		25.31		26.07		26.85
Handyworker Grade 2	DU0054									
Stores Driver	000476		1	23.02		23.77		24.42		25.15
Electrician	000103		1	30.25		31.16		32.09		33.05
Senior Superintendent	SRSUPER		1	28.12		28.96		29.83		30.73
Superintendent	000901		1	25.31		26.07		26.85		27.66
Asst Fire Protection Inspector	19006		1	25.18		25.94		26.71		27.51
Refrigeration & AC Mechanic	019012		1	27.70		28.53		29.39		30.27
Plumber	000059		1	30.25		31.16		32.09		33.05
Custodial Maintenance Person 1	CMP001		1	22.46		23.13		23.83		24.54
Landscape Maintenance Person 1	LMP001									
Custodial Maintenance Person 2	CMP002		1	21.48		22.12		22.79		23.47
Landscape Maintenance Person 2	LMP002									
Pest Control Technician	PCTECH		1	25.18		25.94		26.71		27.51
Shift Engineer - 3rd Class	SFTENG		1	29.56		29.42		30.30		31.21
Serviceperson Appliance	SPAPL		1	22.57		23.25		23.94		24.66
Senior Serviceperson Appliance	SPAPL2		1	24.00		24.72		25.46		26.23
Serviceperson Heating	SPHTG		1	29.90		30.80		31.72		32.67
Senior Serviceperson Heating	SPHTG2		1	31.49		32.43		33.41		34.41
Serviceworker Maintenance	SWMTCE		1	23.81		24.52		25.26		26.02

Dated at Toronto, this 16th day of March 2009.

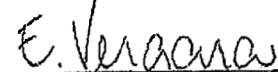
For the Union



Mark Ferguson



Dave Hewitt



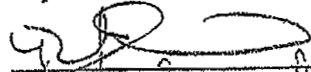
Ed Vergara



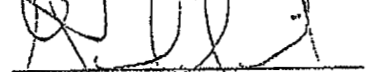
Maria Di Flaviano



Domenic Maugeri



Ron Johnson



Garth Smith

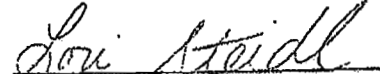
For the Corporation



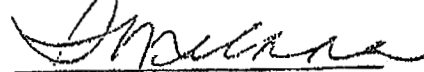
Dave Turton



Lou Canton



Lori Steidl



Pat Milana



Patricia Nafine



Sara Reid

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**Toronto Civic Employees' Union
Local 416 – CUPE**

T.C.E.U. Local 416 Executive Committee:

Mark Ferguson	<i>President</i>
Dave Hewitt	<i>Vice-President</i>
Darin Jackson	<i>Secretary-Treasurer</i>
Jim Innes	<i>Recording Secretary</i>
Ron Johnson	<i>Chief of Stewards</i>
Peter Ouellette	<i>Chief of Health & Safety</i>
Bozena Mathlin	<i>Outside Division Chair</i>
Ed Vergara	<i>Housing Unit Chair</i>

Contact Us:

Toronto Civic Employees' Union – Local 416
110 Laird Drive
Toronto, Ontario M4G 3V3

Phone: 416-968-7721

Fax: 416-968-7829

Website: www.local416.org

General Membership Meetings:

Fourth Tuesday in March, June, September & December

Housing Monthly Unit Meetings:

Second Wednesday of each month at 5:30 p.m.
at Greenwood Towers (145 Strathmore Blvd.)

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