

COLLECTIVE AGREEMENT

Between

Toronto Civic Employees'
Union Local 416 - CUPE



~and~

Toronto Community
Housing Corporation



Toronto
Community
Housing

January 1, 2012 – December 31, 2015

**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>
Stephanie Cliff	<i>Recording Secretary</i>
Ron Johnson	<i>Chief of Stewards</i>
Peter Ouellette	<i>Chief of Health & Safety</i>
Ken Fanjoy	<i>Outside Division Chair</i>
Domenic Maugeri	<i>Housing Unit Chair</i>
Colin Macdonald	<i>Committee & Grievance Coordinator</i>

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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.)

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.**

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
Article 1- Purpose.....	1
Article 2- Recognition.....	1
Article 3- Union Representation.....	2
Article 4- Union Security.....	5
Article 5- Probationary Period.....	6
Article 6- No Discrimination or Harassment.....	6
Article 7- Wages.....	7
Letter of Agreement- Professional and/or Licensing fees.....	7
Article 8- Overtime, Call-In and Stand-By Pay.....	8
Article 9- Hours of Work.....	9
Article 10- Shift Bonus.....	9
Article 11- Change of Shift.....	10
Article 12- Designated and Statutory Holidays.....	10
Article 13- Vacations.....	11
Letter of Agreement- Vacation.....	14
Article 14- Sick Pay.....	14
Article 15- Sick Pay Gratuity.....	16
Letter of Agreement- Sick Pay Gratuity- Former Metropolitan Housing Authority Employees.....	17
Article 16- Extended Health Care/ Dental/ Group Life and Long Term Disability Insurance.....	17
Article 17- Pensions and Retirement.....	21
Article 18- Requests for Transfer within same Classification.....	22
Article 19- Job Postings.....	22
Article 20- Discipline, Suspension and Discharge.....	26
Article 21- Grievance Procedure.....	27
Article 22- Arbitration.....	29
Article 23- Superior Duties.....	30
Article 24- Leave of Absence.....	31
Article 25- Transportation.....	34
Article 26- Temporary Employee Benefits.....	35
Article 27- Service and Seniority.....	35
Letter of Agreement- Re: Carriage of Seniority.....	37
Article 28- Employment Security and Re-Deployment.....	37
Article 29- Layoff and Recall.....	41
Article 30- Workplace Safety and Insurance Benefits.....	42
Article 31- No Strike or Lockout.....	45
Article 32- Protective Clothing, Protective Equipment, and Wearing Apparel.....	45
Article 33- Legal Expenses.....	45
Article 34- Gender Neutrality Pronouns Used.....	46
Article 35- Acquainting New Employees.....	46
Article 36- Employee Access to Personal Departmental File.....	47
Article 37- Rest and Wash-Up Periods.....	47
Article 38- Designates.....	47
Article 39- Right to Rescind Resignation.....	47
Article 40- Printing of the Collective Agreement.....	48
Article 41- Access to Board of Directors and Budget Information.....	48
Article 42- Provision of Tools.....	48
Article 43- Diversity.....	48
Article 44- Health and Safety.....	49
Article 45- Return to Work/ Rehabilitation Procedure.....	49
Article 46- Participation in Elections.....	51

Article 47- Prepaid Leave Plan.....	51
Article 48- Letters of Agreement.....	51
Article 49- Absences from work	51
Article 50- Term of Agreement and Notice to Bargain.....	51
Letter of Agreement- Video Security Surveillance; Global Positioning Systems (GPS) & Automated Vehicle Location Systems (AVL).....	51
Letter of Agreement- Language Housekeeping.....	52
Letter of Agreement- Legislative Changes.....	52
Letter of Agreement- Employee Assistance Programs.....	52
Letter of Agreement- Housing.....	52
Letter of Agreement- Joint Committee for apprenticeship/skilled Trades	53
Letter of Agreement- Eligible Benefits for active employees Attaining age 65	53
Letter of Agreement- Eligible Benefits for active employees Attaining age 70	55
Letter of Agreement- Protective Clothing	55
Letter of Agreement- Shared Facilities	55
Letter of Agreement- Benefits Monitoring Committee.....	55
Letter of Agreement- Alternate Dispute Resolution	56
Letter of Agreement- Hours of Work	56
Letter of Agreement- Cleaners	56

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
- (iv) Confirmation upon returning to work site

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 the Outside Division Chair or the Chief of Stewards, should they be employees of TCHC. For greater clarity TCHC will pay for a maximum of one (1) additional elected/appointed position.

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, invoice 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 detailing 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 "Disability", 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 a disability 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 disability.
- 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 base 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 enrol 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 December 31, 2012 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 (80) 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 and fifty cents (\$1.50) 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 6:00 o'clock in the afternoon and 8:00 o'clock in morning of the next following day.
- 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 and fifty cents (\$1.50) per hour, for each day, afternoon or night shift from time to time worked by such employee as part of a regularly scheduled twenty-four (24) hour, seven (7) day per week rotating shift schedule.
- 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 and fifty cents (\$2.50) per hour for all regular hours worked on that Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such days.

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 12.03 (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 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 (1) week's vacation prior to the completion of his/her/ her 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. 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.
- 13.06 (b)** The Division Head or designate shall meet with any employee after August 1st who has vacation time remaining. The basis of the meeting will be to arrange for any further vacation utilization in the year. The Division Head or designate shall consult with the employee regarding any preference that the employee may have regarding the scheduling of the remaining vacation. In the event that the employee's request cannot be accommodated, or if no request is received, the Division Head or designate shall then schedule the employee's vacation so that it is completed before the end of the calendar year. If for operational reasons the Division Head or designate is unable to schedule the employee's vacation so that it is completed before the end of calendar year, any unused vacation, up to 1 years entitlement, as of December 31st will be carried over to the following year, unless the employee requests for the vacation to be paid out.
- 13.06 (c)** 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 September 1st in any year.
- 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/her 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 inpatient 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 (a)** Whenever an employee's days of illness exceed his/her cumulative credits, the excess days of illness shall be regarded as days of illness without pay.
- (b)** If therapy is required for non-work related injuries, illness or condition, the employee must schedule these appointments before or after their working hours. Where this is not possible, the employee must receive approval to take vacation, lieu time or leave without pay, such approval may not be unreasonably withheld. Work related injuries will comply with the Workplace Safety and Insurance Act or policies.
- 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 employee, 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	Column 2
<u>Service Requirement</u>	<u>Period</u>
At least 10 years and less than 15 years	Three (3) calendar months
At least 15 years and less than 20 years	Four (4) calendar months
At least 20 years and less than 25 years	Five (5) calendar months
At least 25 years	Six (6) calendar months

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
 - Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription
 - 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
 - Where available generic drugs will be substituted unless medical evidence is provided that a prescription drug can not be substituted. Any concerns arising from this shall be referred to benefits monitoring committee.

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
 - Services of a licensed chiropractor, osteopath, podiatrist, chiropodist, speech therapist or massage therapist (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. It is understood that services of a massage therapist will require a prescription from a Physician, Surgeon, or Osteopath in order to be eligible for reimbursement.
 - Services of a licensed or registered physiotherapist with an overall maximum of two thousand dollars (\$2,000) per person per benefit year.
 - Services of a licensed psychologist, to a maximum of three hundred dollars (\$300) per person per benefit year
 - 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.

- 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, chiroprapist 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 every two (2) benefit years 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

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

One hundred percent (100%) for:

- Preventive, diagnostic emergency or palliative procedures, including oral exams, scaling and cleaning, topical fluoride solution treatment, consultations, diagnostic procedures, x-rays and preventive services, subject to current limits on frequency and subject to a nine (9) month recall for routine exams for adults and a six (6) month recall for routine exams for eligible dependants under the age of eighteen (18).
- 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.
- 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.
- 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) 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 an insurer elected 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 days 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 in the previous five (5) years.

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 failing 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 failing 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 employee 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 arbitral 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 permission 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 unit chair will attend the meeting with the grievor with either one (1) of the vice chair or shop steward.

(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 unit chair will attend the meeting with the grievor with either one (1) of the vice chair or shop steward.

(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, 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 on 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) and the TCHC Compassionate Care Policy, 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
Article 23	Superior Duties
Article 29	Layoff and Recall

27.01 (b) An electronic copy of the seniority list containing permanent and temporary employees' seniority will be forwarded to the Union, posted on InSite and posted in every Local 416 base

site on a bi-monthly basis. The most recent of the bimonthly 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 hires, 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**

The employer agrees with the Unions LOA, such letter of agreement is subject to Local 79 agreeing to such, the Employer has advised Local 416 that they will submit such LOA to Local 79 and request that they become signatures to the LOA.

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 (1) 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 (1) 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 the age of sixty-five (65), 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 eleven (11) 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.

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 attaining the age of sixty-five (65), 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 during the course of their employment with TCHC, 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, , 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, and Workplace Safety and Insurance Board Benefits as the case may be, and upon their having made such reimbursement, their accumulated Sick Pay, 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, 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, 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, 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, in accordance with Article 14 shall, if their Workplace Safety and Insurance Board claim is approved, receive their benefit payments from the Workplace Safety and Insurance Board.

30.09 An employee, 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.

30.11 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 all 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, poloshirt, 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, poloshirt, 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, cresting 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 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 (1) 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 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, 2012 to December 31, 2015 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)

The TCHC will notify the Union when video security systems and GPS/AVL systems are used in the work locations or fleets of vehicles where TCHC employees regularly work.

Uses for video security systems include the protection and safety of employees, tenants, members of the public, clients and TCHC assets and property. GPS/AVL systems have been utilized to evaluate routing capabilities, to respond to anomalies on routes, improved client service and improve health and safety.

**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**

Joint Advisory Committee

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

NOTE: May the employer, TCHC decide to introduce live in staff, TCHC will meet with Local 416 to review the LOA and where necessary mutually agree to amend the LOA as per CRA regulations at that time.

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

LETTER OF 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, 2015, 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
BENEFITS MONITORING COMMITTEE**

A Benefits Monitoring Committee shall be established consisting of up to three (3) representatives from each of Local 416 and the TCHC. This Committee shall be jointly chaired by the Director, Labour Relations and Employee Services and the President of Local 416, or their designates. The objective of the Committee will be to address issues of concern arising out of the administration of the benefit plan including the review of: any special circumstances where employees incur extraordinary expenses within the parameters of the plan; where employees believe their claims have been administered incorrectly, including claims where employees have incurred expenses above the administrative limits; and to review the plan and, if the parties both agree, to make joint recommendations regarding the plan so as to ensure that it meets the needs of Local 416 and the TCHC.

The Committee shall meet at the request of either party, each union member on the Benefits Monitoring Committee shall suffer no loss of pay, benefits or service and seniority during time spent on the Committee.

During the term of this collective agreement the parties agree to add to the mandate of the Benefits Monitoring Committee the responsibility to jointly develop a work plan to investigate and implement benefit efficiencies and cost-savings, including but not limited to:

- (a) Establishment of a “preferred provider network” for purchase of medications;
- (b) Improving control on coordination of benefits;
- (c) A review of the modified work process to facilitate improved reintegration of employees on LTD back into the work place, where possible; and
- (d) Other mutually agreed to cost savings and efficiencies.

* any issues, concerns, disputes arising from the use of generic substitutions will be referred to this committee for review.

**LETTER OF AGREEMENT
ALTERNATE DISPUTE RESOLUTION**

The parties agree to the LOA for Alternate Dispute Resolution.

**LETTER OF AGREEMENT
HOURS OF WORK**

Toronto Community Housing Corporation and Toronto Civic Employees Union Local 416 agree that through the term of this agreement, notwithstanding the provisions of Article 9 – Hours of Work, where operational efficiencies can be gained through the establishment of shifts of greater than eight (8) hours in duration, the parties shall engage in meaningful discussion.

**LETTER OF AGREEMENT
CLEANERS**

Effective upon by the date of ratification of the Memorandum of Agreement, Toronto Community Housing Corporation (the Employer) and Toronto Civic Employees Union, Local 416 (the Union), agree to the introduction of a new classification within the Local 416 bargaining unit under the following terms and conditions,

- 1) The Parties agree to introduce a new classification into Schedule “A”, such new position will be called Cleaner
- 2) The rate of pay of the new Cleaner position shall be \$14.25 per hour
- 3) The rate of pay of the new Cleaner position shall remain frozen during the term of the Collective Agreement expiring December 31, 2015, in lieu of any wage increase to the base rate of the

Cleaner position, the parties agree that TCHC shall pay a lump sum amount as follows to each active employee in the Cleaner classification;

January 1, 2013 - \$300.00

January 1, 2014 - \$300.00

January 1, 2015 - \$300.00

The lump sum payment does not form part of the employee's base salary and is not pensionable.

- 4) The Parties agree that all Cleaner's hired by TCHC will be entitled to all rights and benefits within the Collective Agreement upon completion of their probationary period, with exception to the following amendments of the Collective agreement expiring December 31, 2015.
 - i. Article 10 – Cleaner's shall be entitled to receive 50% of the shift premiums identified within Article(s) 10.01 (a), 10.01 (b), 10.01 (c)
 - ii. Article 14
Article 14.04 – Cleaner shall receive a sick pay credit of one day (1) for each month of "unbroken" service with TCHC, as defined in Clause 14.05, such credit of one day (1) is to be cumulative.
- 5) It is agreed and understood that numbers 4 (i) & 4 (ii) above shall be applicable only during the term of the Collective agreement expiring December 31, 2015
- 6) The Employer agrees to populate all positions which were previously occupied by a Custodian as a Cleaner no later than December 31, 2012. The Employer has advised the Union that all positions contracted out following the June 28, 2011 notice of contracting out of the Custodian position, and all Custodian positions held vacant prior to such notice will be populated by Cleaners as of December 31, 2012.
- 7) Through attrition, the Employer agrees that the complement of permanent Custodian positions shall not be less than fifty (50) at any given time, for clarity, should the current Custodian position at any time have lesser than fifty (50) Custodians, the Employer shall post for a permanent Custodian position as per the Collective Agreement.
- 8) The parties agree that the new Cleaner classification and/or position shall not be utilised for the purpose of Article 28 of the Collective Agreement, it is understood that no permanent employee shall be displaced into a Cleaner classification and or position.
- 9) The parties agree to meet within ninety days (90) of ratification to review the current job description the Custodian classification and amend if necessary, or in the alternative agree to a job description for the Cleaner classification, it is understood that Article 7.03 will not be relied upon by either party may a dispute arise.
- 10) The Employer agrees to allow for an introduction of Union representative(s), authorized by the Union to attend to a meeting with all newly hired Cleaner's upon the request of the Union. The Union agrees to notify TCHC in advance of scheduling such meeting during regular working hours.
- 11) The Union agrees to withdraw any and all grievances related to (directly or indirectly) the employers notice to contract out the Custodian position or the actual contracting out of the Custodian position on a without prejudice and/or precedent basis.
- 12) The Employer has advised the union that it intends to use the Cleaners in various scheduling and deployment models. The employer has agreed to consult with the union prior to implementing any new scheduling or deployment model.
- 13) The parties agree that by entering into this agreement, the Collective Agreement rights of either party shall not be diminished during the term of this agreement or any extension thereof by law.

**SCHEDULE "A"
WAGES 2012 - 2015**

Job Title	Job Code	Wage Grade	Wage Step	Rate as of Dec. 31/11	Jan. 1/12 0%	Jan. 1/13 0.50%	Jan. 1/14 1.75%	Jan. 1/15 2.25%
Cleaner	CLNFR01	4301	1	n/a	14.25	14.25	14.25	14.25
Custodian	CUS001	CUST	1	21.91	21.91	22.02	22.40	22.91
	Green Circled step		3	23.47	23.47	23.59	24.00	24.54
	Red Circled step until expires Sept. 1/13		4	23.47	23.47	23.47	n/a	n/a
Gasfitter Apprentice 2	GFA002	4319	1	26.85	26.85	26.98	27.46	28.07
Handyman Grade 2	000054							
Materials Management 2	MM0002							
Materials Management 1	MTRMAN	4341	1	30.73	30.73	30.88	31.42	32.13
Electrician	000103	4339	1	33.05	33.05	33.22	33.80	34.56
Senior Superintendent	SRSUPER	4341	1	30.73	30.73	30.88	31.42	32.13
Superintendent	000901	4342	1	27.66	27.66	27.80	28.28	28.92
Asst Fire Protection Inspector	19006	43TH	1	27.51	27.51	27.65	28.13	28.76
Plumber	000059	43TP	1	33.05	33.05	33.22	33.80	34.56
Custodial Maintenance Person 1	CMP001	CMP1	1	24.54	24.54	24.66	25.09	25.66
Landscape Maintenance Person 1	LMP001							
Gasfitter Apprentice 2	GFA003							
Custodial Maintenance Person 2	CMP002	CMP2	1	23.47	23.47	23.59	24.00	24.54
Landscape Maintenance Person 2	LMP002							
Pest Control Technician	PCTECH	PCT1	1	27.51	27.51	27.65	28.13	28.76
Shift Engineer - 3rd Class	SFTENG	SE31	1	31.21	31.21	31.37	31.91	32.63
Serviceperson Appliance	SPAPL	SPA1	1	24.66	24.66	24.78	25.22	25.78
Senior Serviceperson Appliance	SPAPL2	SPA2	1	26.23	26.23	26.36	26.82	27.43
Serviceperson Heating	SPHTG	SPH1	1	32.67	32.67	32.83	33.41	34.16
Senior Serviceperson Heating	SPHTG2	SPH2	1	34.41	34.41	34.58	35.19	35.98
Serviceworker Maintenance	SWMTC	SMMC	1	26.02	26.02	26.15	26.61	27.21

* New Cleaner classification - rate of pay to remain frozen during the term of the C.A. expiring Dec. 31/15.
 ** CUS001 classification - Step 4 (Red-Circled step) expires Sept. 30/13

January 1, 2012 - 0%
 January 1, 2013 - 1.5% Lump Sum + 0.5% added to base
 January 1, 2014 - 1.75% added to base
 January 1, 2015 - 2.25% added to base

INDEX

ARTICLE PAGE	
Absences from work	51
Access to Board of Directors and Budget Information.....	48
Acquainting New Employees.....	46
Arbitration.....	29
Change of Shift.....	10
Designated and Statutory Holidays.....	10
Designates.....	47
Discipline, Suspension and Discharge.....	26
Diversity.....	48
Employee Access to Personal Departmental File.....	47
Employment Security and Re-Deployment.....	37
Extended Health Care/ Dental/ Group Life and Long Term Disability Insurance.....	17
Gender Neutrality Pronouns Used.....	46
Grievance Procedure.....	27
Health and Safety.....	49
Hours of Work.....	9
Job Postings.....	22
Layoff and Recall	41
Legal Expenses.....	45
Leave of Absence.....	31
Letters of Agreement.....	51
Letter of Agreement- Alternate Dispute Resolution	56
Letter of Agreement- Benefits Monitoring Committee	55
Letter of Agreement- Re: Carriage of Seniority.....	37
Letter of Agreement- Cleaners	56
Letter of Agreement- Eligible Benefits for Active Employees upon Attaining age 65	53
Letter of Agreement- Eligible Benefits for Active Employees upon Attaining age 70	55
Letter of Agreement- Employee Assistance Programs.....	52
Letter of Agreement- Hours of Work	56
Letter of Agreement- Housing.....	52
Letter of Agreement- Joint Committee for Apprenticeship/skilled trades...	53
Letter of Agreement- Language Housekeeping.....	52
Letter of Agreement/ Legislative Changes.....	52
Letter of Agreement- Professional and/or Licensing fees.....	7
Letter of Agreement- Protective Clothing	55
Letter of Agreement- Shared Facilities	55
Letter of Agreement- Sick Pay Gratuity- Former Metropolitan Housing Authority Employees.....	17
Letter of Agreement- Vacation.....	14
Letter of Agreement- Video Security Surveillance; Global Positioning Systems (GPS) & Automated Vehicle Location Systems (AVL).....	51
No Discrimination or Harassment.....	6
No Strike or Lockout.....	45
Overtime, Call-In and Stand-By Pay.....	8
Participation in Elections.....	51
Pensions and Retirement.....	21
Prepaid Leave Plan.....	51
Printing of the Collective Agreement.....	48

Probationary Period.....	6
Protective Clothing, Protective Equipment, and Wearing Apparel.....	45
Provision of Tools.....	48
Purpose.....	1
Recognition.....	1
Requests for Transfer within same Classification.....	22
Rest and Wash-Up Periods.....	47
Return to Work/ Rehabilitation Procedure.....	49
Right to Rescind Resignation.....	47
Service and Seniority.....	35
Shift Bonus.....	9
Sick Pay.....	14
Sick Pay Gratuity.....	16
Superior Duties.....	30
Temporary Employee Benefits.....	35
Term of Agreement and Notice to Bargain.....	51
Transportation.....	34
Union Representation.....	2
Union Security.....	5
Vacations.....	11
Wages.....	7
Workplace Safety and Insurance Benefits.....	42

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