

MEMORANDUM OF AGREEMENT (the “Memorandum”)

BETWEEN

Toronto Community Housing Corporation

(“TCHC”)

And

Toronto Civic Employees' Union Local 416 – CUPE

(the “Union”)

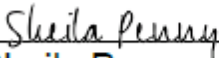
(together, the “Parties”)

1. The Negotiating Committees of the Parties have entered into discussions to renew the Collective Agreement which expired on December 31, 2019.
2. The Memorandum is entered into on the 14th day of May 2020, between the Negotiating Committees of TCHC and the Union, in full and final settlement of all matters remaining at issue in these negotiations.
3. The parties agree that the Collective Agreement shall include the terms of the previous Collective Agreement, which expired on December 31, 2019, provided that the following amendments are incorporated:
 - a. All matters agreed to in the Memorandum; and
 - b. All Letters of Agreement agreed to and signed off by the Parties and attached to the Memorandum, subject to their terms.
4. The Parties agree that the term of the Collective Agreement shall be from January 1, 2020 to December 31, 2024.
5. The parties agree that all TCHC and Union proposals not set out in the Memorandum are deemed withdrawn.
6. The undersigned representatives of the Parties agree to recommend complete acceptance of all terms of the Memorandum to their respective principals.
7. The Union agrees to hold a ratification vote of its members/principals in respect to the Memorandum as soon as possible.
8. Retroactive wages will be paid to current employees and employees who have retired since January 1, 2020, within ninety (90) days of ratification of the Memorandum.


9. The terms and conditions of the Memorandum shall become effective at the beginning of the first pay period following ratification unless otherwise stated.
10. The Memorandum is subject to errors and omissions.
11. The Memorandum is subject to ratification by the principals of the Parties.

Entered into this 19 day of May 2020 on behalf of TCHC and the Union:

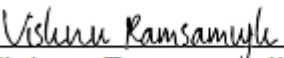
For TCHC:

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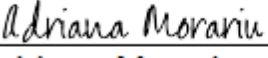
 Sheila Penny

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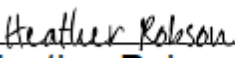
 Cathy Barker

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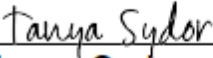
 Vishnu Ramsamujh

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 Adriana Morariu


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 Heather Robson

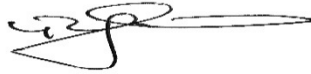
DocuSigned by:


 Tanya Sydor


For the Union:




 Eddie Mariconda




 Ron Johnson




 Domenic Maugeri




 Ted Aivalis




 Sav Daskalakis



 Paul Cleveland



 Tom Koufis



 Steve Sparkes



 Tara Miller

ARTICLE 7 – WAGES AND SCHEDULE “A”

1. The Parties agree to a ~~four (4)~~ **five (5)** year term with wage adjustment increases as follows:

- January 1, 2020 1.0% retroactive added to base**
- January 1, 2021 1.0% added to base**
- January 1, 2022 1.0% added to base**
- January 1, 2023 1.75% added to base**
- January 1, 2024 1.75% added to base**

2. The Parties agree to amend the base rate for the Cleaner classification in Schedule “A” as follows:

**Schedule “A”
Wages 2020-2024**

- January 1, 2020 \$18.00**
- January 1, 2021 \$19.00**
- January 1, 2022 \$20.00**

For clarity, the Parties agree the Cleaner classification is eligible for the wage adjustment increase in Paragraph 1 in addition to the amended base rate.

3. The Parties agree to amend Paragraph 1 of the Letter of Agreement – Cleaners (Page 56) to reflect the amended base rate for the Cleaner classification, as needed.

The Parties agree to amend Article 3.12 as follows:

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. **The rate of pay for the Unit Chair while on such leave shall be the Unit Chair rate in Schedule “A”.** In addition to the foregoing, TCHC shall provide a leave of absence with pay and full benefits for the Local 416 Outside Chair or the Local 416 Chief of Stewards, should they be employees of TCHC. For greater clarity TCHC will pay for a maximum of two (2) elected/appointed positions.

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.

The Parties agree to amend Article 4.06 as follows:

4.06 Every employee shall ~~notify TCHC~~ **update in the payroll system** any changes in address or telephone number (**home and/or personal cell phone**) within fourteen (14) days of the change. It is understood that failure to provide such information shall not be subject to discipline. Employees shall not use their work address as a personal/ mailing address.

Within ninety (90) days of ratification every employee shall update in the payroll system an emergency contact person and his/her contact information and update any changes to this information within fourteen (14) days of the change. TCHC acknowledges an emergency contact person shall only be contacted in the case of emergencies or where the employee has not provided an updated address and telephone number in accordance with this article.

The Parties agree to amend Article 12.03 (a) as follows:

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)~~ **three (3)** floating holidays in each calendar year. All floating holiday requests must be made in advance, and are subject to operational requirements, unless the employee needs a day off for a reason that qualifies as Emergency Leave under the Employment Standards Act.

The Parties agree to amend Article 13.06 (a) as follows:

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~~ **made** by March 1st of each year. The manager must respond to the employees request in writing by no later than March 31st. 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 requirements into consideration. Any vacation requests made

after March 1st must be made at least five (5) days in advance, and are subject to operational requirements, unless the employee needs a day off for a reason that qualifies as Emergency Leave under the ESA. **All vacation requests shall be made through the payroll system.**

The Parties agree to amend Article 14 – Sick Pay as follows:

14.11 The number of days or ~~hours~~ **parts of days** for which an employee receives sick pay shall be deducted from **their** 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. ~~Deductions from an employee's Cumulative Sick Pay Credit will be rounded down to the hour.~~ **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 who is off work due to illness or injury shall co-operate in their early and safe return to work by cooperating in the accommodation process and TCHC's disability or absence management program.**

14.12 ~~(a)~~ **(b)** 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~~ **their physician or nurse practitioner** covering the duration of illness, with first and last dates the employee was seen by the physician or nurse practitioner. 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)~~ **(c)** 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 **or nurse practitioner, on the Attending Physician Form provided by TCHC, by providing the following information:** ~~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.~~

- (1) The date of injury or onset of illness;**
- (2) The latest date the employee was seen by the physician or nurse practitioner;**
- (3) Whether the employee is capable of returning to work with or without restrictions and, in the event that the employee is not currently capable of returning to work, the duration the employee is unable to participate in work;**

(4) If the employee is, or will be, capable of returning to work with restrictions:

(a) The nature of the restrictions that affect the employee's ability to return to work and the degree to which those restrictions limit that ability;

(b) Any limitations, on duties assigned to the employee, that TCHC is required to put in place in order to permit the employee to return to work;

(c) The period of time the restrictions would apply.

-and-

5) the date of the employee's next appointment with their physician or nurse practitioner;

The employee shall also provide the consent requested on the form and under TCHC's disability and absence management program.

14.12(d) TCHC may request and/or the employee may provide an updated Attending Physician's Form, in the form provided by TCHC, within the 24 day period if necessary to support accommodation efforts; prior to the employee's return to work; or where the employee may be off work for greater than 24 working days.

The Employer shall reimburse employees for the costs associated with filling out the Attending Physician's Form or other medical forms requested by the employer under the disability and absence management program, to a maximum of sixty dollars (\$60).

The Parties agree to amend Article 16.01 (e) – Benefits Book as follows:

16.01 (e) TCHC will provide make available to each employee a copy of the benefit plan book and shall provide updates when they occur.

The Parties agree to amend Article 16.02 – Extended Health Care Benefits as follows:

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 percent (100%) of the premiums.

Eligible Expenses (Benefit year January 1 – December 31)

...

➤ 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:

...

- Reimbursement for drugs shall be subject to a dispensing fee cap of nine dollars (\$9.00) per prescription. **The dispensing fee cap for eligible compound drugs shall be twenty-five (\$25.00) dollars per prescription.**

...

- **Erectile Dysfunction medication shall be subject to a maximum of 40 tablets every three (3) months based on first paid claim, unless there is a medically supported requirement that an employee receives a greater number of tablets.**

- 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. **For prescriptions from an Osteopath the Osteopath must be a member of an Osteopathic association.**

...

- Services of a licensed psychologist, to a maximum of ~~three hundred dollars (\$300)~~ **one thousand dollars (\$1,000)** per person per benefit year. It is understood that services of a licensed or registered physiotherapist or a licensed psychologist will require a prescription from a Physician or Surgeon in order to be eligible for Reimbursement. **Psychologist services providers are licensed psychologists, registered psychotherapists or a registered Master of Social Services (MSW) practitioner who are members in good standing with their respective Colleges.**

- 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. ***Effective January 1, 2021, the maximum coverage is increased to five hundred and seventy five dollars (\$575) per person in any twenty-four (24) consecutive month period.**

...

- 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)~~ **forty dollars (\$40)** per year per person.

- One (1) pair of orthotic devices per person every two (2) benefit years provided they are prescribed by a medical doctor, orthopedic surgeon, chiropodist or podiatrist as being medically necessary for everyday use, and the diagnosis is by way of a biomechanical examination; eligible persons eighteen (18) years of age and under shall ~~not~~ be limited to ~~one (1)~~ **three (3)** pairs of orthotic devices every two (2) benefit years.

- 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)~~ **three (3)** pairs of orthopedic devices per benefit year.

The Parties agree to amend Article 16.08 as follows:

16.08 Each employee shall report any changes in marital status or increase or decrease in dependants without delay, **no later than 14 days.** ~~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.

The Parties agree to amend Article 19.06 (a)(i) as follows:

All positions within the bargaining unit shall be filled on a senior qualified basis, **with the exception of the Building Maintenance Co-ordinator position where the qualifications and assessments required for the position shall be the determining factors.**

The Parties agree to amend Article 24.04 and Article 24.05 as follows:

Pregnancy/Parental Leave

...

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 **in accordance with Article 24.05 (b) and (c).**

~~(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.~~

...

24.05 (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 **in**

accordance with Article 24.05 (b) and (c)

~~(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 who have taken a pregnancy leave may extend their unpaid parental leave from 35 weeks to 61 weeks, and all other eligible employees may extend their unpaid parental leave up to 63 weeks (an "extended parental leave").

24.05 (c) SUB payments shall be provided to eligible employees as follows:

(i) When an employee elects a non-extended parental leave, the SUB payments/top-up during the pregnancy and parental leave (or, where pregnancy leave is not taken, the parental leave only) is the difference between:

- the Employment Insurance Benefits received by the employee plus all other earnings; and**
- 93% of the employee's regular rate.**

(ii) When an employee elects an extended parental leave, the employee will receive the same amount of SUB payments had they chosen a non-extended parental leave, and the amount will be spread out over the combined pregnancy and extended parental leave period (or, where a pregnancy leave is not taken, the extended parental leave only).

(iii) SUB payments will be calculated using the information in the employee's notice of leave, which shall include the end date of the leave and if they are electing an extended parental leave, and will not be adjusted should the employee change their return to work date after the start of their leave.

(iv) The waiting period for Employment Insurance benefits will be paid at the applicable top-up rate.

(v) Pregnancy/Parental Leave and SUB payments under this Article shall be provided in accordance with the Ontario Employment Standards Act and the TCHC Maternity and Parental Leave Policy.

~~24.05 (b) (d)~~ **(d)** 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 (e)~~ **(e)** 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.

The Parties agree to amend Article 28 – Employment Security and Re-Deployment as follows:

28.11 No permanent employee with eleven (11) years of seniority or more as at December 31, ~~2019~~ **2024** shall lose their employment as a result of contracting out or privatization.

The Parties agree to amend Article 40 – Printing of the Collective Agreement as follows:

NEW 40.04 TCHC will provide, upon request from an employee or from Local 416 on behalf of an employee, a copy of the Collective Agreement in a format consistent with the Accessibility for Ontarians with Disabilities Act (AODA).

The Parties agree to amend Article 50 – Term of Agreement as follows:

50.01 The term of this agreement shall be from ~~January 1, 2016 to December 31, 2019~~ **January 1, 2020 to December 31, 2024** 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.

The Parties agree to delete Letter of Agreement – Alternative Dispute Resolution:

~~LETTER OF AGREEMENT ALTERNATE DISPUTE RESOLUTION
The parties agree to the LOA for Alternate Dispute Resolution.~~

The Parties agree to further amend Schedule “A” (Wages) as follows:

1. **Delete** the following classifications:

Assistant Fire Protection Inspector
Landscape Maintenance Person 1
Landscape Maintenance Person 2
Materials Management 1
Materials Management 2

2. **Include** the following existing classifications at their corresponding wage rate:

Fire Safety Inspector
Building Automation System Technician 1
Building Automation System Technician 2
Life Safety Coordinator
Building Maintenance Co-ordinator
Dispatch Superintendent
Facilities Maintenance Coordinator.

3. **Add** the following classification for administrative purposes:

Unit Chair – 37.81 hourly

The Parties agree further classifications may be added or deleted from Schedule “A” upon mutual agreement following the signing of the Memorandum

To ensure the Collective Agreement reflects the new TCHC operating model, the Parties agree to the following amendments:

3.01 (c) The Shop Steward shall attend meetings for Union Business. For the purposes of this provision, Shop Steward shall mean the Steward for the particular work area/**region** or, if not available, any steward within the section/**Division**. Should the Shop Steward be unavailable, the Unit Chair, Vice Chair or designate shall make all determinations as to which Union officer or steward shall provide representation, other than as referred in Article 20.

...

3.04 The Union will notify TCHC in writing of the work area(s)/**region** 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/**region** as provided for in Article 20.

..

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/**region** 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.

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/**region** 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.

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~~ **Manager** or designate concerned consents, be granted one (1) week's vacation prior to the completion of his/her/their first year of service.

13.06 (b) The ~~Division Head~~ **Manager** 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~~ **Manager** 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~~ **Manager** or designate shall then schedule the employee's vacation so that it is completed before the end of the calendar year. If for operational requirements the ~~Division Head~~ **Manager** or designate is unable to schedule the employee's vacation so that it is completed before the end of the 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.

13.16 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~~ **Manager** 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~~ **Manager**.

Article 14- Sick Pay

14.17 An employee who must be absent due to illness shall report their absence to their Manager or, where their Manager is unavailable, their **Manager's Manager**, ~~Division Head~~ at least one (1) hour prior to 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. Reporting their absence means speaking directly to their Manager or **designate**, or leaving a voicemail/sending an email to their Manager or **designate** at their TCHC phone number/email address.

Article 19- Job Postings

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~~ **Manager** concerned shall notify the Director of Labour Relations or designate of TCHC accordingly, setting forth the duties of the position and the specific qualifications.

The Director of Labour Relations or designate 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 of Labour Relations or designate shall:

- (i) post copies of Job Call notices, in accordance with Article 19.02, on the TCHC job posting portal 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~~ **Managers** for selection and recommendation for the filling of such job postings;

Article 21- Grievance Procedure

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~~ **Manager** 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 **Supervisor's Manager** within ten (10) working days following receipt of the Supervisor's written response from the Step One meeting. The **Manager** 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 **Manager** 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 of Labour Relations or designate. Upon receipt of such copies, the Director of Labour Relations or designate shall confer with the representatives of the Union within fifteen (15) working days after receipt of the grievance at Step Three. The Director of Labour Relations or designate 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 of Labour Relations or designate is not acceptable to the Union, the Union may, within twenty (20) working days after receipt of the written decision of the Director of Labour Relations or designate, require that the grievance be submitted to arbitration.

21.07 The decision of the ~~Division Head~~ **Manager** or the Director of Labour Relations or designate, 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.

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 **Manager** in which the vacancy occurred.

Article 24- Leave of Absence

24.01 (c) An employee may be granted leave of absence with pay at the discretion of the ~~Division Head~~ **Manager** where such leave is requested solely due to the death of persons other than those specified in clauses 24.01 (a) and (b).

...

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~~ **Manager** 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.

...

24.03 (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~~ **Manager** concerned, and shall not involve any expense to TCHC, but shall result in no loss of seniority.

24.08 Subject to the approval of the ~~Division Head~~ **Manager**, 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.

Article 32- Protective Clothing, Protective Equipment and Wearing Apparel

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~~ **Manager**.

Article 38- Designates

38.01 Where the terms Division Head, **Manager**, Vice-President of Human Resources, Treasurer and Chief Financial Officer and Director of Labour Relations or designate 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~~ **Manager** 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.

Letter of Agreement- Flexible Staffing/Scheduling Model

...

4. The Parties shall meet following ratification to develop a process for Temporary Work Arrangements. The process shall have the following features:

...

e) A Temporary Work Arrangement may be approved by ~~a CHS, an Operating Unit Manager, or a Division Head~~ **the employee's Manager or designate**. Prior to approving a Temporary Work Arrangement, the ~~CHS, an Operating Unit Manager, or a Division Head~~ **Manager or designate** shall consider whether the employee is qualified to perform the work assigned.

...

(h) ~~An Operating Unit Manager, Division Head~~ **A Manager (or designate)** or the Director of Labour Relations (or designate) shall have the discretion to rescind a Temporary Work Arrangement on the basis that the employee is not qualified to perform the work assigned.

...

5. The ~~CHS~~ **Manager** shall document all Temporary Work Arrangements which are implemented under this letter of agreement, and a report shall be provided to the Union every two months. In the absence of the ~~CHS~~ **Manager**, the Temporary Work Arrangement shall be documented and managed by the **Regional Manager or designate**.

Article 8- Overtime, Call-In and Standby Pay

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 **hub**/work location concerned, then within the unit, then within the **region**/area, and then within the division.

...

The Parties agree to amend LETTER OF AGREEMENT - ELIGIBILITY LISTS as follows:

Toronto Community Housing Corporation

(“TCHC”)

And

Toronto Civic Employees' Union Local 416 – CUPE

(the “Union”)

(together, “the Parties”)

LETTER OF AGREEMENT - ELIGIBILITY LISTS

1. The Union and TCHC agree that it is in the interests of both Parties to fill vacancies and residual vacancies more quickly and efficiently.
2. The Parties shall ~~meet following ratification to develop~~ **establish** a process for expanding the use of eligibility lists, including the effective date of any such process.
3. The process shall include the following features:

- (a) Eligibility lists for each classification shall be created, one for lateral transfers within the same classification (“Lateral Transfer Eligibility List”), and one for promotions to a higher rated classification (“Promotion Eligibility List”).
- (b) Multiple Lateral Transfer Eligibility Lists shall be created for each classification, each linked to a different ~~geographic area.~~ **region**
- (c) One Promotion Eligibility List shall be created for each classification.
- (d) To fill the Lateral Transfer Eligibility Lists, TCHC shall issue at least one (1) job call per year, per classification.
- (e) To fill the Promotion Eligibility Lists, TCHC shall issue at least one (1) job call per year, per classification.
- (f) Only internal employees may be on Lateral Transfer Eligibility Lists.
- (g) Upon agreement by the Parties, TCHC may issue a job call without there being a permanent vacancy. The Union shall be given a copy of the candidate list(s) applicable to the job call.
- (h) A job call may be posted internally and externally, simultaneously.
- (i) The Parties shall jointly promote all job postings.
- (j) TCHC may use the Promotion Eligibility List to fill vacancies should the Lateral Transfer Eligibility List be depleted or should no employee from the Lateral Transfer Eligibility List accept the position.
- (k) A Promotion Eligibility List may include both internal and external applicants, provided the number of external candidates do not exceed internal candidates at the time the list is created. Successful external applicants shall be placed below all internal candidates on the Promotion Eligibility List. When offering positions from the Promotion Eligibility List TCHC shall award positions to internal qualified employees before awarding any position to an external candidate on the Promotion Eligibility List.
- (l) TCHC may issue additional job calls before an eligibility list(s) becomes depleted (less than 5 people) upon agreement by the parties.
- (m) Should TCHC issue an additional job call before an eligibility list(s) becomes depleted, all external candidates shall be placed below any internal candidate on the eligibility list(s).
- (n) Successful applicants to a job call may select any number of eligibility list(s) they wish to be on, provided the list he/she selects corresponds to the job call and classification for which the person applied and was successful. A successful applicant to a job call for a Promotion Eligibility List for a particular classification shall not be entitled to select an Internal Transfer Eligibility List for that classification.

(o) When a permanent vacancy arises, the vacancy shall first be offered to employees on the Lateral Transfer Eligibility List corresponding to the classification and the ~~geographic area~~ **region** of the vacancy, in order of seniority.

(p) Should the employee who accepts the vacancy be from a Lateral Transfer Eligibility List, up to a maximum of two (2) residual vacancies shall be created. No other residual vacancies shall be created under this Letter of Agreement. Priority will be given to employees on the Lateral Transfer Eligibility List corresponding to the ~~geographic area~~ **region** of up to two (2) residual vacancies before TCHC attempts to fill the residual vacancy from the Promotion Eligibility List.

(q) The offers for the vacancy and the two (2) residual vacancies shall be made, wherever possible, at or around the same time period. Persons offered a position must decide whether or not to accept at the time the offer is made.

(r) Employees on the eligibility lists shall be given advance notice concerning the date and approximate time that offers will be made. The Union shall also be given a copy of the eligibility lists before offers are made.

(s) Those who accept offers shall, wherever possible, start the new assignment at or around the same time period.

(t) All eligibility lists created under this Letter of Agreement shall remain in force for one (1) year as of the date the first offer to a person on the eligibility list is made, or for any longer period with the agreement of the parties.

4. If an employee is placed on a Promotion Eligibility List(s), he/she shall not be required to participate in any assessments for subsequent job calls for the same classification for a period of two (2) years from the date they are notified of being successful. The exception is if the qualifications for the position have changed such that TCHC requires a new or updated assessment. TCHC shall consult with the union should a new assessment be required.

5. Employees who are on an eligibility list(s) and accept a position under this Letter of Agreement, shall not be entitled to apply for any other job at TCHC unless they complete one (1) year of active employment in the work location/position they accepted. However, such employees shall be entitled to participate, before the one year period ends, in any job calls under this Letter of Agreement and, if qualified, shall be placed on the eligibility list. For clarity, such employees will not be offered another position until they complete one (1) year of active employment in the work location/position they accepted.

6. The exception to the restriction in paragraph 5 is reversion rights under the collective agreement. The employee must elect to exercise any reversion rights they may have within the timelines set out in the collective agreement. The position vacated by the employee shall be filled by another candidate on the eligibility list(s). The employee exercising their reversion rights may not be entitled to revert to the work location/position they held immediately prior to accepting an offer under this Letter of Agreement.

7. The eligibility lists created under this Letter of Agreement shall only be used for the positions listed in Article 19.05(a). Other vacancies shall be filled in accordance with the terms and conditions of the collective agreement.

8. The Parties shall meet within ninety (90) days of ratification to discuss any changes which may be needed to this Letter of Agreement to reflect TCHC's new operational structure.

~~9. Either TCHC or the Union can terminate the process established under this Letter of Agreement in favour of the collective agreement Article 19 Language with 90 days advance notice. Before any such notice is given, the parties must engage in meaningful dialogue regarding any issues or concerns.~~

Date (Day, Month, Year)

For TCHC:

For the Union:

Toronto Community Housing Corporation

(“TCHC”)

And

Toronto Civic Employees' Union Local 416 – CUPE

(the “Union”)

(together, “the Parties”)

LOA – LETTERS OF AGREEMENT

1. The Parties agree to meet within ninety (90) days of ratification to engage in meaningful dialogue regarding amendments to the following Letters of Agreement or the deletion thereof:
 - (a) Letter of Agreement - Video Security Surveillance; Global Positioning Systems (GPS) & Automated Vehicle Location Systems (AVL) (Page 51)
 - (b) Letter of Agreement – Language Housekeeping (Page 52)
 - (c) Letter of Agreement - Legislative Changes (Page 52)
 - (d) Letter of Agreement - Employee Assistance (Page 52)
 - (e) Letter of Agreement - Housing (Page 52)
 - (f) Letter of Agreement - Joint Committee for apprenticeship/skilled trades (Page 53)
 - (g) Letter of Agreement - Eligible Benefits for active employees attaining age 65 (Page 53)
 - (h) Letter of Agreement - Eligible Benefits for active employees attaining age 70 (Page 55)
 - (i) Letter of Agreement - Protective Clothing (Page 55)
 - (j) Letter of Agreement - Shared Facilities (Page 55)
 - (k) Letter of Agreement - Benefits Monitoring Committee (Page 56)
 - (l) Letter of Agreement - Hours of Work (Page 56)
 - (m) Letter of Agreement - Cleaners (Page 56)

- (n) Letter of Agreement - Evening and Weekend Cleaning (Page 58)
- (o) Letter of Agreement - Building Maintenance Coordinator (Page 66)
- (p) Letter of Agreement - Emergency Evening/Weekend Repair and Containment (Page 59)
- (q) Letter of Agreement – Flexible Staffing/Scheduling Model (Page 60)

2. The Parties may add further Letters of Agreement to the foregoing list on mutual agreement following the signing of this LOA.
3. If within 90 days, or a mutually agreed upon extension, an agreement is not reached by the Parties to amend/delete one (or more) of the foregoing LOAs, the Parties agree the LOA(s) in question shall not be deleted and will be renewed for the life of the Collective Agreement.
4. The Parties agree amendments to a Letter of Agreement agreed to by the Parties in the attached Memorandum shall be incorporated into that Letter of Agreement in the event they are renewed under this LOA.
5. The Parties agree this LOA shall not form part of the Collective Agreement.

Date (Day, Month, Year)

For TCHC:

For the Union:

Toronto Community Housing Corporation

(“TCHC”)

And

Toronto Civic Employees' Union Local 416 – CUPE

(the “Union”)

(together, “the Parties”)

LETTER OF AGREEMENT –FLOATER POOL

1. TCHC and the Union agree it is in the interests of both Parties to meet operational needs in the new operating model.
2. The Parties shall meet within ninety (90) days following ratification to discuss a model for a pool of staff that will “float” between buildings to cover absences, vacation periods, and meet increased service demands (the “Model”).
3. The Parties agree the Model discussed or established by the Parties may require amendments to the provisions in the Collective Agreement.
4. The Model shall include a floater pool of staff for each region (West, East, Central).
5. Employees hired into a floater pool position will not have a designated work location but will instead be assigned, as needed, to various locations within the region in accordance with the Model.
6. The Parties shall meet, as required, to discuss any changes to the Model following implementation. The frequency of these meetings will be determined upon mutual agreement by the Parties.

Date (Day, Month, Year)

For TCHC:

For the Union:

Toronto Community Housing Corporation

(“TCHC”)

And

Toronto Civic Employees' Union Local 416 – CUPE

(the “Union”)

(together, the “Parties”)

**LETTER OF AGREEMENT
BUILDING MAINTENANCE COORDINATOR (HUBS)**

1. TCHC and the Union agree it is in the interests of both Parties to meet operational needs more efficiently and cost effectively.
2. TCHC will, within 90 days of ratification of the Collective Agreement, or a mutually agreed upon extension, commence a pilot project implementing a new temporary union leave of Building Maintenance Coordinator (HUBs) (“BMC HUBs”).
3. TCHC will provide a one (1) year leave of absence with pay and full benefits. The employee shall be entitled to full seniority and service accrual while on such leave.
4. The BMC HUBs will support implementation of the HUB program and transition to the new TCHC operating model.
5. The functions of the BMC HUBs will include:
 - Union training development and delivery
 - Building level needs assessment
 - Compliance assurance
6. The primary duties of the BMC HUBs shall include the following:
 - a. Train employees on specific union job functions (as identified through strategic planning exercises), including but not limited to:
 - i. Move Out Work Scoping / Portal Entry
 - ii. Annual Unit Inspection (Staff Calibration)
 - iii. Pest Management Practice
 - iv. Accessibility Assessment
 - v. Other Specific Maintenance Activities (based on identified employee needs)
 - b. Strengthen employee compliance with operational building practices
 - i. Daily / Weekly / Monthly Preventative Maintenance exercises
 - ii. Fire and Life Systems Audits

iii. Asbestos Management / Mold Remediation

- c. Support development and implementation of Strategic Building Maintenance Objectives, including but not limited to projects that address:
 - i. Development of and compliance with Building Maintenance Standards and Routines
 - ii. Unit Condition Procedures
 - iii. Maintenance Dispatch
 - iv. Health and Safety Assurance

- 7. The BMC HUBs job description, functions, reporting structure, and any minimum qualifications for the position will be mutually agreed upon by the Parties prior to implementation of the pilot.
- 8. The selection process will be developed in consultation with TCHC. The qualifications required for the position shall be the determining factor when selecting an employee for the leave.
- 9. The employee's rate of pay during the leave will be the Building Maintenance Co-ordinator rate in Schedule "A", effective January 1, 2020.
- 10. During the leave the employee will be required to comply with any requirements applicable to an employee on leave under Article 3.12 (c).
- 11. There shall be a complement of one (1) BMC HUBs position in the pilot.
- 12. The BMC HUBs position shall be based on operational requirements. The pilot will operate for a minimum of one (1) year after which, and on an annual basis thereafter, the parties will engage in meaningful dialogue regarding the effectiveness and benefit to the organization.

Date (Day, Month, Year)

For TCHC:

For the Union:

*