

Collective Agreement

between

The Municipality of Metropolitan Toronto

And

The Canadian Union of Public Employees

Local Union 79

Begins:

01/01/1989

Terminates:

12/31/1990

06977 (03)

LOCAL 79

Canadian Union of Public Employees

**385 Yonge Street, Suite 303
Toronto, Ontario M5B 1S1
977-1629**

Executive Committee

President	Steven David
1st Vice President	Anne Dubas
2nd Vice President	Denis Casey
Recording Secretary	Rudy Draxi
Treasurer	Larry Brummel
Membership Secretary	Gail Dixon
Assigned CUPE Representatives	Michael Harper Linda Jewett

Bargaining Units

City of Toronto Unit
Metropolitan Toronto Unit
Metro Licensing Commission Unit
Metropolitan Toronto H.F.A. Bart-Time Unit
Riverdale Hospital Service Unit
Riverdale Hospital Professional Unit

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THIS AGREEMENT made in quadruplicate this 6th day of July, One Thousand Nine Hundred and Eighty-nine.

BETWEEN:

THE MUNICIPALITY OF METROPOLITAN TORONTO, herein called "The Metropolitan Corporation",

OF THE FIRST PART,

-and-

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

OF THE SECOND PART,

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

WHEREAS the By-laws of Local 79 as approved provided that membership in Local 79 shall be open to those employees of the Metropolitan Corporation as hereinafter set forth: and

WHEREAS the Metropolitan Corporation and Local 79 have mutually agreed to enter into and execute this Agreement to remain in force until and including the 31st day of December, 1990, and from year to year thereafter as hereinafter provided;

NOW, THEREFORE, THIS AGREEMENT
WITNESSETH that in consideration of the
premises the Metropolitan Corporation and Local
79 hereby mutually covenant and agree as fol-
lows:

Article 1
RECOGNITION

1.01 The Metropolitan Corporation recognizes
Local **79** as the **sole** bargaining agent for collec-
tive bargaining purposes for the group of
employees from time to time of the Metropolitan
Corporation who may occupy the positions set
forth in Schedules 1 and 2 annexed hereto and
forming part of this Agreement, such group of
employees being referred to as "the **79** Unit."

1.02 The parties hereto agree that all persons
occupying positions in the office of the Chairman
of the **Metropolitan** Corporation and any person or
persons who may be employed for the exclusive
use of the members of the Executive Committee
of the said Council shall all be excluded from the
bargaining unit represented by **Local 79**.

1.03 In this Agreement the word "employee"
means a person male or female hired by the
Metropolitan Corporation for either the Permanent
or **Temporary Service** for a position which comes
within the bargaining unit described in clause 1.01

hereof, and who is on the active payroll of the Metropolitan Corporation.

1.04 Whenever the Metropolitan Corporation establishes a new position which, in the opinion of Local 79, comes within the 79 Unit, the question as to its inclusion in or exclusion from the Unit shall be determined by mutual agreement or, in the absence of agreement, by arbitration as provided in clause 17.03 hereof.

1.05 Local 79 and the employees recognize and acknowledge that it is the exclusive function of the Metropolitan Corporation to

- (i) maintain order, discipline and efficiency;
- (ii) hire, discharge, layoff, direct, classify, transfer, promote, demote and suspend or otherwise discipline any employee provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided: and
- (iii) generally to manage the operation and undertakings of the Metropolitan Corporation and without restricting the generality of the foregoing to select, install and require the operation of any equipment, plant and machinery which the Metropolitan Corpora-

tion in its uncontrolled discretion **deems** necessary for the efficient and economical carrying out of the operations and undertakings of the Metropolitan Corporation.

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

1.07(a) **Local 79** will supply the Metropolitan Corporation with a list of all its Shop Stewards, not to exceed ninety-five (**95**), as soon as they are appointed and thereafter will notify the Metropolitan Corporation of any change in such list.

1.07(b) Shop Stewards appointed pursuant to this collective agreement and Shop Stewards appointed pursuant to the collective agreement covering part-time employees *In the Homes for the Aged* shall be interchangeable for all purposes of both collective agreements.

Article 2 **UNION SECURITY**

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2.01 It shall **be** a continuous condition of employment with the Metropolitan Corporation that all **employees** shall be members in good standing, and that all future employees who **come**

within the 79 Unit shall become members of Local 79 within thirty (30) days from the respective dates of the commencement of their employment with the Metropolitan Corporation and thereafter shall remain as such members in good standing, PROVIDED, that the Metropolitan Corporation shall not be required to discharge an employee who has been expelled or suspended from membership in Local 79, other than for ~~engaging~~ in unlawful activity against Local 79.

2.02(a) Notwithstanding anything to the contrary in this Agreement contained, the Metropolitan Corporation 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 probationary period.

2.02(b) Where an employee was originally employed in the "Temporary Service" and is subsequently employed in the "Permanent Service" in a position in which there is no distinct change in the character of his employment, the original date of employment shall be the employee's seniority date and such "Temporary Service" shall count in full towards the probationary period and such

employee shall be entitled to benefits as applicable:

2.03 The Metropolitan Corporation in respect to each of the employees who is subject to the provisions of this clause shall •

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- (i) deduct from each pay of such employee such sums for dues and contributions to Local 79, provided such are to be uniformly levied for not less than six (6) months payable by such employee as the By-laws of Local 79 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 of each such deduction, pay the sum so deducted to Local 79.

2.04 Local 79 will provide to the Metropolitan Corporation a certified true copy of the section of the By-laws of Local 79 authorizing any such dues and contributions and a certified true copy of the section of the minutes of a meeting at which any change in such dues and contributions is made.

2.05 Local 79 will save the Metropolitan Corporation harmless from any and all claims which may be made against the Metropolitan Corporation for amounts deducted from pay as herein provided.

2.06 The Metropolitan Corporation shall provide Local 79, on a biweekly basis, a list of all employees from whose wages union dues have been deducted and also an employee status change report.

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Article 3
NO DISCRIMINATION

3.01 The Metropolitan Corporation and Local 79, their respective servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of race, creed, colour, national origin, political or religious **affiliation**, sex, sexual orientation, age, marital status, family relationship, handicap nor by reason of membership in a labour union, and the Metropolitan Corporation agrees that it will not, **either** directly or through any person acting on its behalf, discriminate against any person in its employ because of such person being an officer, steward, committee member or member at large of Local 79.

3.02 In this Article, the term "Handicap", as provided in Article 3.01 shall be as defined in the Human Rights Code, R.S.O., 1980 as amended.

3.03 The prohibition within Article 3:01, with respect to handicap shall not apply where the requirement, qualification or consideration is a reasonable and bona fide one in ~~the~~ circumstances or the employee is incapable of performing or fulfilling the essential duties or ~~requirements~~ attending the exercise of their duties of a position by reason of handicap.

3.04 Local 79 agrees that it will not discriminate against any employee of the Metropolitan Corporation who ~~as~~ a member of Local 79 is serving or has served in a position in which an element of ~~supervision~~ is required ~~over~~ other employees of the Metropolitan Corporation who are members of Local 79.

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Article 4 SEXUAL HARASSMENT

4.01 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.

Article 5 WAGES AND SALARIES

5.01(a) Effective the 1st day of January, 1989, the salaries and wages to be paid to each ~~employee~~ shall be in accordance with the rate of

pay for each position as set forth in Schedule 1 annexed hereto and forming part of this Agreement, provided, however, that the annual rate as shown in the said Schedule is to be used only for the purpose of annual estimates by the various Departments of the Metropolitan Corporation.

5.01(b) Effective the 1st day of January 1990, the salaries and wages to be paid to each employee shall be in accordance with the rate of pay for each position as set forth in Schedule 2 annexed hereto and forming part of this agreement, provided, however, that the annual rate as shown in the said Schedule is to be used only for the purpose of annual estimates by the various departments of the Metropolitan Corporation.

5.02(a) Employees shall progress through the increment levels as set out in Schedule 1 and 2 unless the Department Head withholds an increment, in which case, the employee shall be advised in writing of the reason therefor.

5.02(b) Increments and salary adjustments shall be effective at the beginning of the pay period nearest the employee's anniversary or position date.

5.02(c) Effective January 1, 1985, an employee's position or anniversary date for an increment shall not be adjusted as a result of the initial six (6) months of a maternity leave.

5.03 Provided that the Department Heads so recommend, temporary employees who are or may be employed in a position to which a salary range is applicable, shall upon the completion of one (1) year of continuous service in such position, receive the first increment provided in Schedules 1 and 2 in the same manner as a permanent employee in such position and thereafter shall receive annual increments as set out in the said Schedules 1 and 2 as the case may be.

5.04 The Metropolitan Corporation may set rates of pay for new or changed classifications and shall advise Local 79 of such new or changed classifications and, if Local 79 or any employee is of the opinion that the rate is unfair or improper, Local 79 or the employee, as the case may be, shall have the privilege of filing a grievance in accordance with the procedure as set forth in Article 17 hereof.

5.05 Subject to Article 5.07, whenever an employee is assigned to perform the regular duties of a higher rated position for at least a full day or shift, he shall be paid the minimum of the rate for the position of the higher classification or an increase of thirty cents (30¢) per hour, whichever is the greater.

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

5.06 The foregoing alternate rate provisions shall apply to periods during which the employee is absent on paid leave, on sick pay or paid holidays or on annual vacation, provided such employee has been continuously **paid** at such alternate rate for at least three (3) 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 twenty (20) working days prior to such absence on paid leave.

These provisions shall apply only when the **three-**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.

5.07 Subject to Article 5.02, where an employee is assigned to perform the regular duties of a higher rated position and actually works sufficient aggregate time to qualify for an increment within the eighteen (18) month period following **the** initial assignment to such position, he shall be granted such increment effective the beginning of the pay period nearest the date on which he qualifies for such increment. In addition to actual time worked, and pursuant to Article 5.06, **all** time that an employee is absent on **paid**

leave, sick pay, paid holidays, or annual vacation shall apply towards an employee's aggregate time in qualifying **for** an increment.

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

Article 6

PREMIUM PAY PROVISIONS

6.01 Each employee who is required to work a forty (40) hour **week** on any regular schedule other than Monday through Friday shall not be required by the Metropolitan Corporation to work in excess of an average of forty (40) hours per week over a reasonable period of time.

6.02(a) Each employee shall be paid at the rate of time and one-half for all time worked in excess of his regularly scheduled work day **or** work week.

6.02(b) Subject to there being mutual agreement between the employee and the Department Head, **an** employee may receive compensation for overtime worked in the form of time off in lieu of pay at the rate of one and one-half (1 1/2) hours off for each hour of overtime worked provided that **the** total lieutime taken for both overtime work and

work on designated holidays as provided in Article 9.02 shall not exceed seventy (70) hours in a calendar year for an employee working a 35-hour work week and shall not exceed eighty (80) hours in a calendar year for ~~an employee~~ working a 40-hour work week. 48/D

6.03 Each employee who has completed his regular day's work and who has left his office, assigned yard or work location and who is called out and reports for overtime work or who is called out and reports for work on other than his regular work day, shall be paid by the Metropolitan Corporation as a minimum, the equivalent of three (3) hours pay at his regular overtime rate, whether such employee works or not, for each time such employee is called out and reports for overtime work or work as the case may be.

6.04 In the event an employee is required to stand by, he shall be available for work when called by telephone and shall receive an allowance as follows:

- (i) \$7.50 for a regular work day; 49/9100
- (ii) \$13.00 for a non-scheduled work day, and if the employee while on standby is required to work, all hours so worked shall be subject to overtime rates.
- (iii) Effective July 12, 1989, increase the stand-by allowance to \$15.00 for a regular work

day and to \$26.00 for a non-scheduled work day,

6.05 All employees working in compressed air shall be paid at the following rates:

- ~~(i)~~ Where air pressure is between normal atmospheric pressure and twenty (20) pounds - \$9.50 per day
- (ii) Where air pressure is more than twenty (20) pounds - \$12.00 per day

6.06 The rates specified in clause 6.05 hereof shall be paid if the employee is required to enter the compressed air working area for any portion of a day, but no employee shall be paid more than one (1) day's additional remuneration in a one (1) day working period, when required to enter and leave a compressed air working area on more than one occasion in a one (1) day period.

6.07(a) Shift schedules that differ from the regular daily or weekly hours of work set out in Articles 6 and 8 of this Agreement, may be requested by either party, and provided there is mutual agreement between the parties and, if necessary, approval has been granted by the Employment Standards Branch of the Ministry of Labour, such shift schedules may be introduced on an experimental or continuing basis by the Metropolitan Corporation. Any such agreed upon shift schedules may be terminated by either party

giving the other thirty (30) days notice. Consistent with the foregoing, proposed shift schedules which may involve employees in the Local 43 bargaining unit will be discussed with the two Local Unions.

6.07(b) The details of the twelve (12) hour shift schedule currently in effect and continuing to be in force for certain employees in the Department of Ambulance Services are set out in Appendix 'A' which forms a part of this Collective Agreement.

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Article 7

SHIFT BONUS AND WEEK-END PREMIUM

7.01 (a) Each employee of the Metropolitan Corporation coming within the 79 Unit who, as part of a regularly scheduled work week works on a shift, any part of which, exclusive of overtime, falls within the hours of 7:00 p.m. of any day and 6:00 a.m. of the next following day, shall be paid for all hours worked on such shift, a bonus of forty-six cents (46¢) per hour provided that no such bonus shall be paid where premium pay is paid.

Effective July 12, 1989, the shift bonus shall be increased to forty-nine cents (49¢) per hour.

Effective January 1, 1990, the shift bonus shall be increased to fifty-two cents (52¢) per hour.

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7.01(b) The shift bonus for any employee in the classifications Foreman Grade 2, Ambulance Dispatcher and Senior Ambulance Dispatcher, who is required to work on a regular twenty-four (24) hour, seven (7) day per week rotating shift schedule, shall be forty-six cents (46¢) per hour for each day, afternoon or night shift worked by such employee as part of such a schedule.

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Effective July 12, 1989, the shift bonus shall be increased to forty-nine cents (49¢) per hour.


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Effective January 1, 1990, the shift bonus shall be increased to fifty-two cents (52¢) per hour.

7.01(c) Each employee coming within the 79 Unit, who works a regularly scheduled day shift on a Saturday and/or Sunday shall be paid a premium of forty-six cents (46¢) per hour for all regular hours worked on the Saturday and/or Sunday, provided the employee is receiving no other premium or bonus pay for hours worked on such days.

Effective July 12, 1989, the premium set out herein shall be increased to forty-nine cents (49¢) per hour. Effective January 1, 1990, the premium set out herein shall be increased to fifty-two cents (52¢) per hour.

7.01(d) Each employee of the Metropolitan Corporation coming within the Local 79 Unit who, as a part of a regularly scheduled work week, works

on the afternoon and/or night shifts ending on a Saturday and/or a Sunday, shall be paid a week-end/shift bonus premium of ninety-two cents (92¢) per hour for all regular hours worked on such scheduled shifts. The week-end/shift bonus premium shall be in lieu of the provisions of Articles 7.01 (a), (b) and (c). Effective July 12, 1989, the week-end/shift bonus premium shall be increased to ninety-eight cents (98¢) per hour. Effective January 1, 1990, the week-end/shift bonus premium shall be increased to one dollar and four cents (\$1.04) per hour.



Article 8

LUNCH, REST PERIOD AND SHIFT CHANGE

8.01(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.

8.01(b) If the employee is given less than forty-eight (48) hours notice of such shift change, he shall be paid at the rate of time and one-half for the first changed shift worked.

8.01(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 for such second shift worked.

8.01(d) When an employee's shift is being changed, a minimum of twelve hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new" shift. If an employee's "new" shift commences during such rest period, he shall be paid at the overtime rate for all hours worked on the first shift.

8.01(e) It is understood and agreed that (a), (b), (c) and (d) do not apply if the change of shift is caused by an emergency.

8.01(f) It is understood and agreed that a change of hours within a regular day, afternoon or night shift shall not constitute a change of shift.

8.02 Each employee who is required to work on any regular schedule other than Monday through Friday shall be given two (2) consecutive days off in each seven (7) day or other regularly scheduled shift period in lieu of Saturday and Sunday, provided that work schedules normally in effect at work locations which do not conform to the foregoing shall not be considered a violation of this Agreement.

8.03 All employees who work on a shift shall be afforded a lunch period between the third hour and the fifth hour of the shift except in the case of an emergency when such lunch period shall be at the

discretion of the immediate superior of such employees and it is agreed and understood that the Metropolitan Corporation shall be the sole judge of what constitutes an emergency. Where possible, employees should be permitted to leave their work location during such period.

8.04 Each employee coming within the 79 Unit shall be afforded rest periods of ten (10) minutes during each morning and afternoon at such times and places as may be decided by the Head of the Department, and the rest periods for those employees on shift work shall be during the first four (4) hour and the second four (4) hour periods respectively.

8.05(a) The regular hours for day workers shall commence not earlier than 6:00 a.m. and end not later than 7:00 p.m. and be of seven or eight hours duration, as the case may be, with not more than a one (1) hour lunch period.

8.05(b) Regular shifts at variance with such hours may, nevertheless be established.

8.05(c) Where the hours of work of an employee, normally assigned as a day worker, are to be changed, the employee and Local 79 shall be given five (5) working days notice of such change.

8.05(d) Nothing in this Article shall prohibit the Metropolitan Corporation from instituting such res-

scheduling but in the event of a dispute, the matter may be the subject of a grievance as hereinafter provided.

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Article 9

DESIGNATED HOLIDAYS

9.01(a) The days to be designated as holidays in the Metropolitan Corporation service in each year during the term of this Agreement shall be the following: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Dominion 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).

9.01(b) When any of the above-named holidays fall on a Saturday or Sunday (excepting Remembrance Day), the Friday preceding or the Monday succeeding such holiday shall be designated by the Metropolitan Corporation as the day of observance of such holiday, and it is agreed that any premium payable for working on a designated holiday shall not apply to such Saturday or Sunday.

9.01(c) In the case of Departments with seven (7) day operations, when an employee is scheduled to work a shift, the majority of the hours of which fall within the twenty-four (24) hour period

of the actual holiday with respect to Christmas Day, Boxing Day, New Year's Day and Dominion Day, the holiday premium will apply to the actual holiday and not to the designated day of observance of the holiday, it being understood and agreed that in no circumstances will employees working on a seven (7) day operation be paid the holiday premium for both the actual holiday and the designated day of observance of that holiday.

9.02(a) Subject to subclause (b) hereof, each employee,

- (i) who ~~is~~ not required to work on a day so designated as a holiday, shall be entitled to and shall be paid by the Metropolitan Corporation his regular rate of pay for each designated holiday not so worked;
- (ii) who is required to work on a day so designated as a holiday, shall be paid by the Metropolitan Corporation at the rate of time and one-half for time so worked and in addition shall either:
 - (A) be paid for a full day ~~at~~ his regular rate of pay, or
 - (B) subject to there being mutual agreement between the employee and the Department Head take a subsequent lieu day off with pay at his regular rate, provided that total lieu time taken for

both work on designated holidays and overtime worked, as provided in Article 6.02, shall not exceed seventy (70) hours in any calendar year for an employee working a thirty-five (35) hour work week and shall not exceed eighty (80) hours in a calendar year for an employee working a forty (40) hour work week.

9.02(b) Employees in Homes for the Aged, other than clerical employees, who are required to work on a designated holiday shall, instead of being paid for a full day in addition to time and one-half, receive payment at the rate of time and one-half for the time so worked and be given a day off with pay.

9.03 Employees in the "Temporary Service" class of employees shall be entitled to payment for the designated holidays for which employees in the "Permanent Service" class are paid, provided they are employed on or report for employment on both the regular working day immediately prior to and the regular working day immediately following the designated holiday concerned.

9.04(a) Subject to clause (b) hereof in addition to the designated holidays set out in clause 9.01, each employee coming within the 79 Unit shall be granted a floating holiday in each calendar year

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which will be taken at a time that is compatible with the operational requirements of the Department in which the employee works.

9.04(b) A new employee must complete four (4) continuous months of employment with the Metropolitan Corporation before qualifying for the **floating** holiday.

Article 10 VACATIONS

10.01(a) Each employee in the "Permanent Service" class of employees of the Metropolitan Corporation, and each employee in the "Temporary Service" class of employees of the Metropolitan Corporation who is entitled to benefits in accordance with Article 20 of this Agreement has completed one (1) year of continuous service or one (1) year of aggregate service, shall be eligible for vacation with pay on the **following** basis:

- (i) ⁵⁴
01-03 following the completion of one (1) year of service ~~three (3) weeks~~ vacation; **provided** that upon completion of the first six (6) months of the employee's first year of service, ~~such employee~~ may, **if** he so requests and the Department **Head** concerned **consents**, be granted one week's vacation prior to his anniversary date and the second and third week at a time after the anniversary

date. if the week of vacation is granted and the employee's service terminates prior to completing one (1) year of service, the value of vacation granted shall be recovered from vacation pay due upon termination.

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(ii) following completion of nine (9) years service - four (4) weeks vacation.

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(iii) following completion of seventeen (17) years service - five (5) weeks vacation.

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(iv) following completion of twenty-four (24) years service - six (6) weeks vacation; Effective January 1, 1990; following completion of twenty-three (23) years service - six (6) weeks vacation.

10.01(b) An employee who has qualified for the three (3) weeks vacation entitlement under clause 10.01(a)(i) shall thereafter be eligible for the annual vacation entitlement after January 1st of each calendar year.

10.01(c) Employees shall be eligible to receive vacation at any time after January 1st in the year in which increased vacation entitlement occurs provided that the Metropolitan Corporation shall be entitled to recover the value of any vacation taken prior to entitlement where the employee leaves the service other than by death or retirement.

10.01(d)(i) Employees shall be entitled to vacation in accordance with the provisions of this Article, provided that where an employee is not in receipt of salary or wages because of sickness or injury for a period of time which exceeds four (4) consecutive full pay periods, his vacation entitlement shall be reduced by 1/26th for each such consecutive full pay period in excess of four (4).

10.01(d)(ii) There shall be no reduction of the vacation entitlement of an employee during the initial six (6) months period of any maternity leave or during any period of adoption leave granted the employee from January 1, 1985 forward.

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

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

the date employment ceases, on the following basis:

- (A) if the employee would ordinarily be entitled to three (3) weeks vacation with pay per year, 6% of earnings for the period between the employee's anniversary date and the date his employment ceases.
- (B) if the employee would ordinarily be entitled to four (4) weeks vacation with pay per year, 8% of earnings for the period between the employee's anniversary date and the date his employment ceases.
- (C) if the employee would ordinarily be entitled to five (5) weeks vacation with pay per year, 10% of earnings for the period between the employee's anniversary date and the date his employment ceases.
- (D) if the employee would ordinarily be entitled to six (6) weeks vacation with pay per year, 12% of earnings for the period between the employee's anniversary date and the date his employment ceases.

10.02(c) For the purposes of clauses 10.02(b) and 10.03 only, the anniversary date of an employee hired on or after March 1st in the calendar years 1972, 1973, 1974, 1975 and 1976 shall be March 1st of the calendar year in which the

employee ceases employment with the Metropolitan Corporation.

10.03 Where an employee described in clause 10.01 (a) hereof dies on or after January 1st in any year and prior to receiving vacation In that year, such employee shall have paid to his estate an amount equivalent to the salary or wages that would normally have been paid to him on account of vacation, Including entitlements under paragraphs (A), (B), (C) and (O) of clause 10.02(b) hereof.

10.04(a) Where an employee described in clause 10.01 (a) hereof, is being retired, such employee in the year in which he retires, and in addition to any vacation to which he may be entitled on account of the previous year's service shall be entitled to additional vacation pay calculated as follows:

- (A) if entitled to three (3) weeks vacation under clause 10.01 hereof, 6% of his earnings for the period between the first day of the calendar year in which he retires and the effective date of retirement;
- (B) if entitled to four (4) weeks vacation under clause 10.01 hereof, 8% of his earnings for the period between the first day of the calendar year in which he retires and the effective date of retirement:

- (C) if entitled to five (5) weeks vacation under clause 10.01 hereof, 10% of his earnings for the period between the first day of the calendar year in which he retires and the effective date of retirement;
- (D) if entitled to six (6) weeks vacation under clause 10.01 hereof, 12% of his earnings for the period between the first day of the calendar year in which he retires and the effective date of retirement.

10.04(b) The normal vacation to which the retiring employee may be 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.

10.04(c) The additional vacation pay to which the retiring employee may be entitled under clause 10.04(a) shall be paid as a lump sum upon retirement.

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

pay the employee so received calculated on the basis of the employee's pay per day in the "Temporary Service."

10.05(b) Effective July 12, 1989, "Temporary Service" employees within the classifications of Mate and Ticket Collector who have not qualified for benefits in accordance with Article 20 and who do not qualify for vacation with pay in accordance with Article 10.01(a), shall receive vacation pay earned as part of their regular bi-weekly pay.

10.06 In computing service for the purpose of establishing the length of annual vacation, the following periods shall not be included:

- (i) service prior to any dismissal for cause, or
- (ii) service prior to any voluntary termination of employment by the employee, or
- (iii) service prior to any period exceeding six (6) continuous months during which the employee was not employed by the Metropolitan Corporation, or by any of the area municipalities comprising the Metropolitan Corporation, or by any of the local boards thereof, or by the County of York of the Toronto and York Roads Commission.

10.07 Each employee taking two (2) consecutive weeks or more vacation shall be entitled to

receive, prior to the commencement of such vacation, all pay cheques falling due to him during the vacation period provided he gives the Department Head concerned at least thirty (30) calendar days advance notice in writing to that effect.

10.08 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.

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

10.10 Vacation due ⁵⁻⁵⁷⁰ an employee on account of his previous year's service shall be completed before the end of the calendar year. An employee may, with the approval of his Department Head or at the request of such Department Head and with the consent of the employee, postpone the whole or part of such vacation to the following calendar year.

10.11(a) Where an employee on a scheduled period of vacation is admitted to hospital as an in-patient as a result of an illness or injury he shall be entitled to claim sick pay in lieu of vacation for such days of hospitalization, provided that written notice is provided his Department Head at the commencement of the hospitalization and that upon the employee's return the hospitalization is

verified by the Ontario Health Insurance Plan. 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.

10.11(b) An employee who is required to appear for jury duty or is requested by the Metropolitan Corporation to appear as a witness in a court proceeding during his vacation period may request that the period of vacation time be changed to jury or witness duty leave.

10.12 Employees in the Homes for the Aged section of the Department of Community Services shall have vacation schedules posted on or before the 1st day of May of each year. Such schedules shall provide as a minimum the same number of consecutive days off as those employees who are required to work a Monday to Friday schedule. Once posted the vacation schedules shall only be changed upon mutual agreement between the employee and the supervisor.

Article 11

SICK PAY

11.01 Each employee who immediately prior to his employment with the Metropolitan Corporation was employed with one of the area municipalities comprising the Metropolitan Corporation, or one

of the local boards thereof, shall have placed to his credit in the Metropolitan Cumulative Sick Pay Credit Plan the sick leave credits standing to his credit in the established plan of the area municipality or local board at the time of transfer to the Metropolitan Corporation.

11.02 In the case of an employee who immediately prior to his employment with the Metropolitan Corporation was employed **with** the County of York or the Toronto and York **Roads** Commission, or any of the said area municipalities, **or** local boards, who had no established cumulative sick pay credit plan, such employee shall have placed to his credit in the Metropolitan Cumulative Sick Pay Credit Plan sick leave credits to a maximum of one hundred (100) days, calculated on the basis of ten (10) days for each completed year of **continuous service** with the said County of York or the **Toronto** and York Roads Commission, or any of the said area municipalities or local boards,

11.03 In **this** clause "**month**" shall mean a calendar month. 73/18597

11.04(a) Each employee shall receive a gross sick **pay** credit of one and one-half (1 **1/2**) days for each month of "unbroken" service with the Metropolitan Corporation, such credit to be cumulative. For the purposes of this clause, a month of "unbroken" service **shall** be one where the employee is employed, in full or in part, on **all**

working days in the month, except that for the purpose of **this** clause, unemployment due to weather conditions or lack of work, shall not contribute toward a **'broken'** month provided that **the** employee works one (1) or more days during the month. Lost time due to injury or accidents occurring while on duty or illness, including during the probationary period, except as provided for in clause 11.08 hereof or by vacations, holidays or scheduled days off or by authorized leave of absence with pay or authorized leave of absence without pay to complete the annual vacation entitlement shall not be considered as breaking a month's service.

11.04(b) Provided it is approved by the Department Head, leave of absence without pay for personal reasons of up to three (3) consecutive working days shall not, for the purposes of this clause, break service provided such leave of absence is not for **the** purpose of extending the **annual** vacation period.

11.05(a) Credits shall be cumulative as from the beginning of the **first** complete month after the commencement of duties and shall be available for use in accordance with the provisions of **this** Article from the first day of the calendar month following the completion of six (6) months service.

11.05(b) A new employee employed on or before the fifth calendar day of the month and thereafter

on all available working days in that month will be deemed to have completed a month of unbroken service.

11.05(c) An employee returning from illness without sick pay credits who works on all scheduled working days after his return in the month of recommencement of employment will be deemed to have completed a month of unbroken service.

11.06 An employee whose regular employment is on a part-time per day basis shall be entitled to part-time per day cumulative credits.

11.07 Subject to clause 11.04 when an employee is given leave of absence without pay or is laid off on account of lack of work, and returns to the Metropolitan Corporation upon expiration of such leave of absence or is recalled to work, he shall not receive credits for the period of such absence but shall retain his cumulative credits, if any, existing at time of such leave or layoff.

11.08 If an employee is absent on account of illness and his cumulative sick pay credit has been exhausted, he shall not receive a credit of one and one-half (1 1/2) days per month for the remainder of such absence.

11.09 If an employee resigns his position with the Metropolitan Corporation or is discharged for cause and later returns to the Metropolitan Cor-

poration, he shall be considered a new employee and shall not be entitled to bring forward credits available prior to leaving the Metropolitan Corporation.

11.10 Sick pay credit earned by service in any department shall be allowed to the employee concerned and authorized sick pay shall be payable by the Department in which the employee is employed at the time of illness.

11.11 Whenever an employee's days of illness exceed his cumulative credit, the excess days of illness shall not be carried forward but shall be regarded as days of illness without pay.

11.12 Each employee, upon being qualified for sick pay under clause 11.05 shall be eligible to receive sick pay, upon the authorization of the Department Head, at full salary or wage rate, for any time lost by reason of illness, or Injury, except where an award is made under The Workers' Compensation Act, to the full extent of the sick pay credits available to him at the time of each absence, provided that the Department Head may refuse to authorize the sick pay if he has reasonable grounds to believe that the absence was not due to illness or injury.

11.13 The number of days for which an employee receives "sick pay" shall be deducted from his cumulative Sick Pay Credit but no deduc-

tion 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.

11.14 Where an employee, absent because of illness or on account of an **injury** or illness under The Workers' Compensation Act, has exhausted his sick pay credits, he may either **apply** for sick pay benefit under The Unemployment Insurance Act, or request the Metropolitan Corporation to pay to him such vacation pay as may then be due to him on account of his **previous year's** service, provided that **sick** pay or Unemployment insurance sick benefit, as the case may be, shall nevertheless be interrupted in order that vacation may be completed before the end of the year.

11.15 An employee absent for more than three (3) consecutive working days shall furnish within seven (7) days from commencement of absence, a certificate from his **personal** physician covering **the** duration of illness, with **the** first and last dates of attendance upon the employee. The seven (7) day period may be extended by the Department Head if the employee is incapacitated to the extent that he **is** unable to produce the certificate of illness within that period. An employee absent for

more than twenty-four (24) consecutive working days shall furnish immediately following such twenty-four (24) days, and each subsequent twenty-four (24) consecutive days of absence, a certificate from his personal physician covering the illness, latest date of attendance and the probable date on which the employee will return to duty.

11.16 An employee shall not be entitled to sick pay in advance of any credit he may earn in the current month, such credit becoming available on the first day of the succeeding month.

11.17 The Metropolitan Corporation may require any employee to submit himself to a medical examination by a physician designated by the Metropolitan Corporation.

11.18(a) An employee in the "Temporary Service" class of employee who has completed one (1) year of aggregate service with the Metropolitan Corporation shall be credited with sick pay credits at the rate of one and one-half days for each unbroken month of service. Such employee shall be entitled to use those accumulated sick credits effective the first day of the month following qualification and thereafter shall be entitled to the benefit provided under this Article.

11.18(b) An employee in the "Temporary Service" class of employees who has completed one

(1) year of continuous service shall be entitled to the benefits as provided under this Article.

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Article 12 SICK PAY **GRATUITY**

12.01 In this clause the words "termination of employment" shall mean separation from employment with the Metropolitan Corporation by retirement on account of age or disability or by resignation ~~where such resignation has been requested as an alternative to dismissal.~~

12.02(a) Upon termination of employment with the Metropolitan Corporation,

- (i) there shall be paid to every employee who has been in the employ of the Metropolitan Corporation for an aggregate period of at least ten (10) years; and
- (ii) there shall be paid to the Estate of an employee who dies while in the employment of the Metropolitan Corporation, having completed at **least ten (10) years of service** with the Metropolitan Corporation, such amount as is equal to one-half (1/2) the cumulative sick pay credit of the employee, but in no case shall such amount exceed the aggregate amount of his salary or other remuneration for the period set

forth in Column 2 of the Schedule contained in (b) below corresponding to the service requirement set forth in Column 1 thereof.

12.02(b) The following is the Schedule referred to in clause 12.02(a), Column 1 Column 2

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

12.03 For the purpose of meeting the service requirements set out in the above schedule, the following shall be included:

- (i) all time worked with the Metropolitan Corporation and with any of the area municipalities comprising the Metropolitan Corporation or one of the local boards thereof, or the County of York or the Toronto and York Roads Commission, immedi-

ately prior to entering the service of the Metropolitan Corporation:

- (ii) **all** time **lost** on account of absence for reason of illness where the **employee** was **paid** for such absence or was considered as being on sick leave without pay.

12.04 In **no case** shall an award made by The Workers' Compensation Board be deducted from any authorized grant under this Article.

12.05 Effective August 1 1989, employees who are eligible to receive a Sick Pay Credit Grant in accordance with the provisions of Articles 12.02(a) and 12.02(b) may use all or part of their Sick Pay Credit Grant as vacation upon their retirement.

Article 13

WELFARE AND GROUP LIFE INSURANCE

13.01 In respect of all provisions of this Article, unless otherwise provided,

- (i) an employee in the "Permanent Service" class of employees of the Metropolitan Corporation coming within the 79 Unit; or
- (ii) an employee in the "Temporary Service" class of employees of the Metropolitan Cor-

poration who qualifies in accordance with the provisions of Article 20,

shall be entitled to benefits provided for in this Article. 701.2.100

13.02 The Metropolitan Corporation shall pay **one** hundred per cent (100%) of single premium or the family premium, as the case may be, for any such employee who is eligible for and entitled to receive insured services under the Ontario Health Insurance **Plan** established pursuant to **The Health Services Insurance Act** and with respect to whom the Metropolitan Corporation ~~is~~ required to remit a premium pursuant to **the provisions of such Act**. 701.2.100

13.03 The Metropolitan Corporation shall enter into a contract with an Insurer licensed under **The Insurance Act of Ontario** selected by the Metropolitan Corporation to provide hospitalization benefits equivalent to the **CUMBA** Supplemental Hospital contract in force as of January 1, 1979, for **the** purpose of supplementing the insured services referred to in clause 13.02 for an employee to whom such clause is applicable and the Metropolitan Corporation shall pay one hundred per cent (100%) of the single or family premium, as the case may be, required therefor.

13.04(a) The Metropolitan Corporation shall enter into an agreement with an Insurer licensed

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under The Insurance Act of Ontario selected by the Metropolitan Corporation to provide benefits to employees entitled thereto under this Article equivalent to benefits of the CUMBA Comprehensive Medical Protection Plan with a \$10.00/20.00 deductible provision. The Comprehensive Medical Protection Plan shall also include a one hundred and twenty-five dollar (\$125.00) optical benefit which shall be available to an employee once per two (2) year period. The Metropolitan Corporation shall pay one hundred per cent (100%) of the single or family premium, as the case may be, required therefore.

Effective January 1, 1990, the optical benefit shall be increased to one hundred and seventy-five dollars (\$175.00) per two year period.

13.04(b) Effective January 1, 1990, amend the Comprehensive Medical Protection Plan coverage, to provide the services of a licensed Chiropractor, Osteopath, Podiatrist and Chiropodist up to fifteen dollars (\$15.00) per visit, including up to thirty-five dollars (\$35.00) per person per year for X-Rays by a Chiropractor. Payment for said **services** shall be to a maximum of two hundred dollars (\$200.00) per person per year, and shall be payable only after O.H.I.P. ceases to pay any portion of the expenses.

13.04(c) Effective August 1, 1989, Increase the **hearing aid benefit provided** under the Com-

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prehensive Medical Protection Plan to four hundred dollars (\$400.00).

13.05 The Metropolitan Corporation shall provide for all permanent employees by contract with an Insurer licensed under The Insurance Act and selected by the Metropolitan Corporation, group life insurance for all employees in the amount of Three Thousand Dollars (\$3000.00) for each such employee covered by such Insurance and the Metropolitan Corporation shall pay one hundred per cent (100%) of the premium for such insurance chargeable in respect of each such employee covered thereby; it being understood and agreed that in the event of any experience rating credit arising out of the operation of the insurance contract becoming available such credit shall be applied towards reduction or stabilization of subsequent premiums thereunder.

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13.06 All employees engaged after January 1st, 1969, shall, as a condition of employment, participate in the group life Insurance to be provided in accordance with clause 13.05 hereof.

13.07 The Metropolitan Corporation shall provide, as an option, available to those employees who request it in writing and by contract as stipulated in clause 13.05 hereof, group life insurance for all employees in an amount equal to twice the annual salary of such employee calculated to the nearest thousand dollars of current salary;

PROVIDED that as to such employees who elect to take up such option, such group life insurance shall be deemed to include the \$3000.00 coverage under clause 13.05 hereof, and the cost of the premium for the first half of the coverage in excess of the first \$3000.00 shall be borne by the Metropolitan Corporation and the cost of the premium for the other half of such coverage shall be borne by the employee through regular payroll deductions. 70,01100 - 75/075 \$500

13.08(a) The Metropolitan Corporation will, through an Insurer authorized to carry on business in the Province of Ontario, arrange a long-term disability plan for employees in the Permanent Service class of employees and will pay one hundred per cent (100%) of the cost thereof to provide a long-term disability benefit of seventy-five per cent (75%) of basic salary to a maximum benefit of \$2500.00 per month for disability claims arising on or after January 1, 1988, inclusive of any benefits paid under any pension plan, insurance plan, Workers' Compensation, or any other plan to which the Metropolitan Corporation 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 for Long Term Disability Plan payments so long as he is in receipt of sick pay benefits from the Metropolitan Corporation.

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Effective July 1, 1990 the maximum long term disability benefit shall be Increased to three thousand dollars (\$3000.00) per month where the onset of disability occurs on or after January 1, 1990. ✓

13.08(b) Except where a premium waiver applies, the Metropolitan Corporation will pay its share of the benefit premiums as set out in this article, of an employee who has applied for the long term disability benefit but who has exhausted his sick pay credits while awaiting receipt of the long term disability benefit. In no case **shall** the period of such coverage exceed the six (6) consecutive months between the onset of the employee's disability and the commencement of the payment of the long term disability benefit to the employee.

13.09(a) The Metropolitan Corporation shall arrange to provide employees who are in receipt of the long term disability plan benefit, benefit coverage under the current Ontario Health Insurance, comprehensive medical protection, dental and **semi-private** hospitalization insurance plans on the basis of the **Metropolitan** Corporation and the employee equally sharing, the premium costs.

13.09(b) Effective August 1, 1989, the Metropolitan Corporation shall increase the amount of the long term disability benefit to those

employees who are currently receiving such benefit by twenty-five dollars (\$25.00) per month. The amount of this increase shall not result in an employee receiving a monthly benefit that exceeds the current maximum of two thousand five hundred dollars (\$2500.00) per month.

13.10 The Metropolitan Corporation will provide for all employees by contract with an Insurer selected by the Metropolitan Corporation for a Dental Plan, which will provide benefits equivalent to those contained in the CUMBA Red Plan with no deductible. The Dental Plan shall also include benefit equivalent to those contained in CUMBA Rider No. 1 (periodontic/endodontic), CUMBA Rider No. 2 (dentures) and, an orthodontia rider, which shall provide, on a fifty per cent (50%) co-insurance basis, a two thousand dollars (\$2000.00) maximum lifetime benefit for an employee, the employee's spouse and for each of an employee's dependent children who are under twenty-one (21) years of age. In addition, the Metropolitan Corporation shall provide a major restorative rider covering single crown restorations (caps), inlays, onlays and gold fillings (excluding fixed bridgework) on the basis of a 50% coinsurance and with a maximum annual payment of one thousand dollars (\$1000.00) per person. The Metropolitan Corporation will pay one hundred percent (100%) of the cost of the premiums therefor.

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Effective August 1, 1989, amend the coinsurance ratio with respect to CUMBA Rider U2 (Dentures) to sixty percent (60%) employer paid and forty percent (40%) employee paid.

13.11 Articles 13.03, 13.04 and 13.10 shall apply to an employee's dependent who is a full-time student over twenty-one (21) years of age.

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

13.13(a) Notwithstanding Articles 13.08, 13.13(b), 14.04 and 18.07, the Metropolitan Corporation shall pay the premium and be responsible for maintenance of coverage to the extent above set out for every eligible employee while such employee is in receipt of salary or wages.

13.13(b) With respect to the coverages provided for in Article 13.02, 13.03, 13.04, 13.05, 13.07, 13.08 and 13.10 the Metropolitan Corporation shall pay the premium and be responsible for maintenance of coverage for the first seven (7) consecutive full pay periods or part thereof during which the employee is absent without pay as a result of sickness or injury.

13.13(c) An employee in receipt of a Workers' Compensation award who is on the active payroll shall be considered to be in receipt of salary or wages from the Metropolitan Corporation.

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Article 14
PENSIONS AND RETIREMENT

14.01(a) Subject to subclause (b) hereof, each full-time employee in the "Permanent Service" class of employees and his dependants, as the case may be, shall be entitled on his retirement or death to the benefits as set forth in By-law No. 843 of The Municipality of Metropolitan Toronto and amendments thereto, being a By-law To provide pensions for permanent employees of the Metropolitan Corporation and of other participating employers and to provide pensions and certain supplementary death benefits to the wives and children of such employees."

14.01(b) It is understood and agreed that to the extent that the Ontario Municipal Employees Retirement System Plan is by statute applicable to any employee of the Metropolitan Corporation the said By-law No. 843 shall not be applicable to such employees.

14.02 Notwithstanding Article 3.01 hereof, each employee shall be retired upon attaining the age of seventy (70) years, such retirement to be effec-

tive upon the last day of the month in which the seventieth birthday of such employee occurs.

14.03 The pension premium payments for every employee on leave of absence on Local 79 business on or after January 1, 1976, shall continue to be made notwithstanding such leave, and Local 79 shall pay the Metropolitan Corporation for both the employer and employee share of such premium payments during such leave on a quarterly basis as invoiced therefor by the Metropolitan Corporation.

14.04(a) Notwithstanding Article 1.03, an employee who elects early retirement shall be eligible for the continued coverage of benefits set out in Articles 13.02, 13.03, 13.04, 13.05 and 13.10 until such employee attains the age of sixty-five (65) years. This provision applies **only** to those employees who elect early retirement on or after January 1, 1987.

14.04(b) Where an employee who elects early retirement and is eligible for benefits in accordance with (a) above dies prior to his sixty-fifth (65th) birthday, the employee's spouse shall continue to be covered by said benefits up to and including the anniversary date of the deceased employee's sixty-fifth (65th) birthday.

14.05 Effective August 26, 1987, when an employee retires, if the employee was in receipt

of a Workers' Compensation award and a disability waiver of premium benefit at any time during the employee's employment with the Metropolitan Corporation and if the effect of that disability waiver of premium benefit is to reduce the employee's pension entitlement, the Metropolitan Corporation will provide the difference between the employee's pension and the pension to which the employee would have been entitled had the employee not been on said disability waiver of premium benefit.

Article 15

REQUESTS FOR TRANSFER

15.01(a) An employee wishing to transfer to another Department within the same classification may submit, once per year, such request in writing to the Personnel Department.

15.01(b) An employee wishing to transfer to a different location within his Department may submit such request in writing to his Department Head.

Article 16

PROMOTIONS AND CLASSIFICATIONS

16.01 Whenever appointments to or promotions within the Metropolitan Corporation are to be

made, the Department Head concerned shall notify the Commissioner of Personnel of the Metropolitan Corporation accordingly, setting forth the duties of the position and the specific qualification therefor, and the Commissioner of Personnel shall arrange for the position to be made known to all employees through the Job Call procedure **unless a** certified eligibility list **is in** effect. The Job Call procedure shall not apply to the position of Labourer or other entry level positions that have not been advertised in the past. The Commissioner of Personnel shall,

- (i) send copies of Job Call notices, in accordance with Article 16.02, to all Metropolitan Corporation Departments, which **notices** each Head of Department shall ensure are prominently displayed so that all employees are made aware of positions available.
- (ii) prepare and conduct competitive examinations and evaluate the fitness of applicants by education (which the Commissioner of Personnel shall construe liberally), experience, character, and **ability** to perform the **work** satisfactorily; and
- (iii) establish lists of candidates and certify names on such lists to Heads of Departments for selection and recommendation for promotion **or** appointment.

16.02(a) Each Job Call notice shall state:

- (i) the general duties of the position;
- (ii) the Department and location where possible;
- (iii) the bargaining unit in which the position is situated;
- (iv) the openness of the position is to both male and female applicants;
- (v) the salary range or wage rate;
- (vi) the qualifications required;
- (vii) the procedure for making application;
- (viii) the time limit for receiving applications;
- (ix) the examinations, if any, that candidates must undergo for the position will be held in the Personnel Department unless otherwise indicated; and
- (x) whether an Eligibility List will be established from the Job Call from which qualified candidates for future vacancies for the position classification may be selected.

16.02(b) The time limit provided for in the foregoing (a) (viii) hereof shall not be less than two (2) weeks from the date of issue of the Job Call, provided that the Commissioner of Personnel

may, upon notice to Local 79, establish a shorter time period or not issue a Job Call if past experience indicates there are no qualified candidates for the position in question.

16.03(a) Applications for available positions shall be made on forms supplied by the Personnel Department. An employee may apply for a position in a classification that is at the same, or higher or lower rate of pay than his present classification.

16.03(b) An employee whose application has been rejected because of insufficient qualification for the position shall be notified in writing at least seven (7) days prior to the date of the examination.

16.03(c) Any applicant for an examination or candidate participating in an examination who deems he has a complaint regarding the procedure or any other matter may have his complaint placed before the Commissioner of Personnel.

16.04(a) If passing an examination is required to qualify for a particular position, such examination shall be conducted in a manner that will provide a fair evaluation of the fitness of all applicants who shall be evaluated against the same set of standards.

16.04(b) Examinations may be written, oral, physical or by demonstration of skill, evaluation of training, experience, seniority, or any combination

thereof, as may be determined by the Commissioner of Personnel. *27, a*

16.04(c) Seniority shall be weighted by applying one-half (1/2) point for each year of completed service to a maximum of fifteen (15) points.

16.04(d) All applicants to a Job Call notice shall be notified in writing of the outcome of their examination and their standing on the list.

16.04(e) The Commissioner of Personnel shall permit any applicant to peruse his examination paper, where appropriate, at any time within thirty (30) days of notification.

16.05(a) The list of passed candidates established from each Job Call shall be either,

- (i) a Certified Candidate List which shall be valid for the filling of the advertised position only, or
- (ii) a Certified Eligibility List which shall be valid for the filling of other vacancies that may occur in the same position classification, as the case may be, in accordance with the Job Call Notice.

16.05(b) A Certified Eligibility List shall remain in force for six (6) months unless depleted before that time, in which case a new Job Call Notice will be issued if there is a vacancy in the position classification to be filled or if the Commissioner of

Personnel deems that a vacancy may occur. No further Job Call will be issued for the position within the stated six (6) month period unless past experience indicates there are likely to be additional candidates available.

16.06(a) The Commissioner of Personnel shall certify for selection the list of candidates resulting from each Job Call ranked in order of standing. ✓

(b) The selection of the qualified candidate(s) for the position(s) available shall be made by the Department Head or his designee on the basis of each candidate's ability, seniority and suitability for the position and the Commissioner of Personnel shall be notified of the name of the successful candidate(-). ✓

(c) Candidates ranked higher on the list than the candidate selected for the position shall be informed in writing by the Department Head or his designee, with a copy to the Commissioner of Personnel with an explanation of the reason or reasons the individual was not selected for the particular position.

16.07 The Commissioner of Personnel of the Metropolitan Corporation shall forward to the secretary of Local 79 notice of all appointments, reclassifications, adjustments, promotions and

reversions affecting all employees and Local 79 may make representations to the Commissioner of Personnel in connection therewith as it may deem fit.

16.08 Notwithstanding clause 16.01 hereof, an employee who has become incapable of fully performing his regular duties because of injury, occupational disease, advancing years or disability may be given preference for any available position for which he is considered suitable to perform without the Commissioner of Personnel being required to advertise such position, provided that such employee may not displace any other employee by reason of seniority, and the Metropolitan Corporation shall advise Local 79 of all such appointments.

16.09 Notwithstanding any of the foregoing, the Metropolitan Corporation will on two (2) occasions per year (April and October) post a list of entry-level positions, together with a notice, inviting employees who may be interested in permanent vacancies that may arise in the coming six (6) months to apply in writing to the Placement and Recruiting Division of the Metropolitan Personnel Department indicating their interest and qualifications for a particular entry-level position,

16.10 Employees covered by the part-time unit collective agreement in the Homes for the Aged

shall have access to the job call procedure as set out in Article 16 herein.

Article 17

GRIEVANCE PROCEDURE

17.01(a) For the purpose of the grievance procedure provided hereunder and commencing with Step Two thereof, there shall ~~be~~ a Grievance Committee of Local 79 composed of not more than three (3) Local 79 Officers as designated by the President of Local 79.

17.01(b) Local 79 acknowledges and agrees that Stewards, members of its ^{C3} and _{D-1} Grievance Committees and Officers of Local 79, have regular duties to perform as employees of the Metropolitan Corporation and that such employees will not leave their regular duties to assist employees in preparing their grievance without obtaining the permission of their Department Head or someone designated by him and will similarly report upon returning to their regular duties. In computing the time worked by such employees for the Metropolitan Corporation, the Metropolitan Corporation will not deduct the time occupied by them in attending to the business of the Union under this sub-clause during working hours and the Metropolitan Corporation will not deduct wages in respect of the time so occupied.

17.01(c) Whenever an employee is requested to report for a disciplinary discussion with two or more supervisory personnel, prior to any disciplinary action being taken or a grievance being lodged, such employee shall have the right of having either a Shop Steward or Union Official present at such meeting as an **observer** or, if ~~neither are available~~, he shall have the right to the presence of an employee of his choice who is on duty at his place of work at the time the discussion takes place.

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17.01(d) When no disciplinary notations have been included in an employee's personal departmental file for a two-year period, said employee may request the removal of any written reprimand ~~thereof~~ Included In such file, and **upon such request**, said reprimand(s) shall be removed from the file and stricken from the record.

17.02 For the purpose of the grievance procedure, "working days" shall be Monday to Friday inclusive.

17.03(a) Whenever and so often as any employee is suspended or dismissed for cause, the grievance procedure as set forth in this clause shall apply except that the grievance shall be initiated at Step Two within five (5) working days after the said employee ceases to be employed by the Metropolitan Corporation.

17.03(b) Any grievance of an employee for not being selected for a position under the Job Call procedure will be similarly initiated at Step Two within five (5) days of the employee being advised in writing that he was not selected for the position for which he was considered and the grievor may attend the Step Two meeting.

If such position is within a Department other than the employee's Department, the grievance shall be directed, by Local 79 to that Head of the Department in which the vacancy occurred. Upon receipt of such grievance, the Department Head or his Nominee shall confer with the grievor, Business Representative and/or the representative of Local 79 within five working days and shall advise Local 79 in writing of his decision with respect to the grievance within three working days of the said conference. In the event the Department Head does not provide redress satisfactory to Local 79, Local 79 may process the grievance to Step Three of the grievance procedure in accordance with Article 17.03(d) (III).

17.03(c) Where an allegation is made by an employee that Article 4 "Sexual Harassment" has been violated, a grievance shall be initiated at Step Two within five (5) days after such violation is alleged to have occurred.

17.03(d) Where a difference arises between the parties relating to the interpretation, application or

administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that this Agreement has been violated (such difference or allegation, being hereinafter referred to as "The Grievance"), the following grievance procedure shall apply, namely:

(i) Step One

Local 79, through the Shop Steward, shall within four (4) working days (eight (8) working days in Department of Ambulance Services only) after the grievance first arises, file the said grievance and redress sought in writing signed by the employee lodging the grievance with the immediate superior of the employee involved, who shall confer forthwith with such employee and who shall render his decision in writing within two (2) working days of the time of the conference. The employee may be accompanied at the said conference by the Shop Steward or Business Representative of Local 79 if he so desires.

(ii) Step Two

In the event that the immediate superior of the employee involved does not provide redress satisfactory to Local 79, it may within seven (7) working days after the

receipt of the aforesaid written decision of the said immediate superior, forward to the Department Head a copy of the grievance, together with a copy of the written decision of the said immediate superior and upon receipt of such copies the Department Head, or his nominee, shall forthwith confer with the Business Representative and/or the Grievance Committee of Local 79 and shall advise Local 79 in writing of his decision in respect to the grievance within seven (7) working days of the said conference.

(iii) Step Three

In the event that the Department Head does not provide redress satisfactory to Local 79 it may within seven (7) working days after the receipt of the aforesaid written decision of the Department Head, forward copies of the grievance and the written decisions as provided for In Step One and Step Two to the Commissioner of Personnel of the Metropolitan Corporation and, upon receipt of such copies, the Commissioner of Personnel or his nominee shall confer forthwith with the authorized representatives of Local 79 and the Commissioner of Personnel or his nominee shall advise Local 79 in writing within ten (10) working days after

the said conference of his decision in respect to the grievance.

(iv) Step Four

- (A) In the event that the Commissioner of Personnel does not provide redress satisfactory to Local 79, Local 79 may, within ~~twenty~~ (20) working days after the receipt of the written decision of the Commissioner of Personnel, require that the grievance be submitted to arbitration by notifying the Metropolitan Corporation in writing of its desire ~~so to do~~, and the notice shall contain the name of the appointee of Local 79 to an Arbitration Board. The Metropolitan Corporation shall, within three (3) days after the first meeting of the Metropolitan Council following the submission of the grievance to arbitration by Local 79, advise Local 79 of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within five (5) days of the appointment of the second of them appoint a third person who shall be the Chairman. If the two appointees fail to agree upon a Chairman, within the time limited, the party lodging the grievance shall within fifteen (15) days request the Minister of Labour for Ontario, in writing, to appoint a Chairman and a copy of such request

shall be forwarded concurrently to the other appointee to such Board. The Arbitration Board shall hear and determine the grievance and shall issue a decision, and the decision shall be binding upon both Local 79 and the Metropolitan Corporation 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 Chairman shall govern.

- (B) 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, if any, of the Chairman of the Arbitration Board and the cost of the room or rooms in which the arbitration is held.

17.03(e) Local 79 in submitting the grievance to arbitration may request that such may be determined by a **single arbitrator**, where upon the parties shall endeavour to reach agreement as to a suitable arbitrator for such purpose and the Metropolitan Corporation shall have ten (10) working days after the receipt of the notice to advise Local 79 of its concurrence in having the grievance determined by such named arbitrator who shall hear and determine the grievance and shall **issue** a decision.

in the event of failure of the parties to agree as to an appropriate single arbitrator, the Metropolitan Corporation shall, within a period of twenty-one (21) working days aforesaid, advise Local 79 of the name of its appointee to the Arbitration Board, and Local 79 shall within seven (7) working days after receiving such notification from the Metropolitan Corporation advise the Metropolitan Corporation of the name of its appointee to the Arbitration Board, and, the provisions of this agreement for the hearing of arbitrations by a Board of three (3) arbitrators, shall apply. In the event that such arbitration is determined by a single arbitrator as hereinbefore provided, each of the parties shall Jointly, in equal shares, bear the expenses of such arbitrator and the cost of the room, or rooms, in which the arbitration is held.

17.03(f) The decision of the said Supervisor, the said Department Head, the said Commissioner of Personnel, as the case may be, shall be final and binding upon the Metropolitan Corporation and Local 79 and upon any employee affected by it unless a subsequent step is taken within the times hereinbefore limited and the decision of the Arbitration Board in any event shall be final and binding upon the Metropolitan Corporation, Local 79 and upon any such employee.

17.03(g) Local 79 in Steps One to Four shall be confined to the grievance and redress sought as

set forth in the written grievance filed as provided in Step One.

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

17.03(i) A grievance which has not been processed in accordance with the time **limit** prescribed, shall be deemed to have been withdrawn.

17.03(j) 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 which expresses the full and complete understanding of the **parties** on remuneration, benefits and **working** conditions.

17.04 Where a difference arises between Local **79** and the Metropolitan Corporation relating to the interpretation, application or administration of this Agreement which cannot be made the subject of a grievance by an employee, Local **79 may** file a grievance at Step Three and the **provisions** of this Article shall apply with the necessary changes to this clause provided that failure of an employee to file a grievance within the time limits as set out

in clause 17.03 hereof shall be a bar to Local 79 filing a policy grievance on the same matter.

17.05 in the event the Metropolitan Corporation has a grievance, the Commissioner of Personnel shall file said grievance in writing with the authorized officers of Local 79 who shall confer with the Commissioner of Personnel within seven (7) days of the receipt of such grievance, In the event the authorized officers of Local 79 do not provide redress satisfactory to the Metropolitan Corporation, the Commissioner of Personnel may process the grievance to arbitration and the provision of Article 17.03(d)(iv) shall apply in this regard with the necessary changes.

17.06 Time limits are to be mandatory for all steps of the entire grievance procedure.

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Article 18 **LEAVE OF ABSENCE**

18.01 Where an employee is elected or appointed to a full-time office within Local 79, the Metropolitan Corporation *will* consider a request for extended leave of absence for such employee **on its merits** and such leave of absence may be **granted** by the Metropolitan Executive Committee with the concurrence of the Department Head Involved, provided that such **leave** shall involve **no** cost to the Metropolitan Corporation and **provided**

further that upon expiration of his term of office, **the** employee shall be returned to a position in a classification comparable to that **In** which he was employed before taking office, if such is available, or if no such position is available, to such other position as may be determined by the **Com- & ; !** missioner of Personnel as being suitable.

18.02 Subject to the approval of the Department Head concerned, ~~leave of absence without pay~~ shall be granted to all duly elected delegates from Local 79 who are employees of the Metropolitan Corporation to attend any authorized Labour Convention.

18.03(a) Whenever an employee is on leave of absence on Local 79 business, such absence **shall** not constitute a break in **service** so as to affect any benefits to which he is entitled other than pay.

18.03(b) Whenever an employee is on leave of absence on Union business, the Metropolitan Corporation shall pay the employee's wages and benefits, invoice the Union and the Union shall, forthwith, provide full reimbursement to **the Metropolitan Corporation**. This provision does not apply to employees who are elected or appointed to full-time Union positions.

18.04 An employee who is absent from work solely due to the death and funeral of the father,

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mother, son, daughter, brother, **sister**, husband, wife, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchild of such employee shall be compensated for time ~~so~~ lost by him from his regular schedule (by reason of **such** absence) at his regular rate of pay up to a maximum of three (3) working days following such death for each such absence. Should the employee be unable to attend the funeral because of the distance to be travelled, such employee may be granted a day off with pay for the purpose of mourning the death.

18.05 Each employee who is called to ~~serve~~ as a juror or is subpoenaed as a witness in a legal proceeding,

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(i) shall be granted leave of absence for such purpose, provided that upon completion of his jury or witness ~~service~~ such employee shall present to his Department Head a satisfactory certificate showing the period of such service:

(ii) shall be paid his full salary or wage for the ~~period of such~~ jury or witness service: provided that he shall pay to the Treasurer of the Metropolitan Corporation the full amount of compensation ~~received~~ for such service and obtain an official receipt therefor, it being understood that the full amount ~~does~~ not include monies received on days

other than his regularly scheduled work day with the Metropolitan Corporation or any monies received for meal allowance or travelling allowances; and

- (iii) shall, upon being released from jury or witness service in the forenoon of any day, immediately telephone his Department for instructions **respecting** his return to work and shall, upon receiving such instructions, comply with the same.

18.06(a) Maternity leave, without pay, shall be in accordance with Part XI of The Employment Standards Act, 1974, of Ontario.

18.06(b) Maternity leave for any employee who does not qualify under Part XI of the said Act, shall be at **the** discretion of the Head of the Department concerned, as **shall** any requested extension thereof.

18.06(c)

- (i) An extension of Maternity Leave, if requested, shall be granted to an employee who qualifies under (a) above but the period of maternity leave as extended shall not exceed six (6) months.
- (ii) The granting of any further extension of maternity leave if requested **is** at the discretion of the Department Head.

18.06(d) Maternity leave or any extension thereof shall not involve any expense to the Metropolitan Corporation, except as provided in Articles 5.02(c), 10.01(d)(ii) and 18.07.

18.07(a) An employee who is eligible for maternity leave under Article 18.06(a) or an employee who requests and is granted maternity leave under Article 18.06(b), shall be entitled, provided she is in receipt of Unemployment insurance benefits pursuant to Section 30 of the Unemployment insurance Act, 1971, to the following payments while on maternity leave:

(i) For the first two (2) weeks of the maternity leave, the employee receives no payments from the Metropolitan Corporation,

(ii) For the following fifteen (15) weeks of the maternity leave the employee shall receive from the Metropolitan Corporation payments equal to the difference between seventy-five percent (75%) of her regular rate and the sum of her weekly Unemployment Insurance benefits and any other earnings.

18.07(b) The Metropolitan Corporation shall pay the coverage and pay the premiums for the benefits set out in Article 13 for the first seventeen (17) weeks of maternity leave that an employee is granted under Article 18.06(a) or 18.06(b).

Effective August 1, 1989, the Metropolitan Corporation shall provide the coverage and pay its share of the premiums referred to in Article 13 for the first twenty-six (26) weeks of maternity leave.

18.08 An employee who is granted an extension of maternity leave in accordance with the above shall be responsible for paying in advance the full premiums for the insurance coverage referred to in Article 13 for any period of maternity leave extending beyond the first seventeen (17) weeks. Such employee shall be advised of the cost of the applicable benefits if she wishes to continue such benefit coverage. 8908-5810.1026

Effective August 1, 1989, replace "seventeen (17) weeks" with "twenty-six (26) weeks." 61187

18.09(a) Where an employee with at least one year of seniority legally adopts a child and the adoption agency requires the employee's absence to care for the child, such employee shall be entitled to adoption leave on application to the Department Head for a period of up to six (6) weeks.

18.09(b) Adoption leave under other circumstances including an extension of leave hereunder up to a total of three (3) months, shall be at the discretion of the Department Head.

18.10(a) Effective July 12, 1989, an employee who is eligible for adoption leave under Article

18.09(a) or an employee who requests and is granted an extension of their adoption leave under Article 18.09(b) shall be entitled, provided they are in receipt of Unemployment Insurance benefits pursuant to the Unemployment Insurance Act, 1971, to the following payments while on adoption leave:

(i) For the first two (2) weeks of the adoption leave the employee receives no payments from the Metropolitan Corporation.

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(ii) For the remainder of such adoption leave the employee shall receive from the Metropolitan Corporation payments equal to the difference between seventy-five per cent (75%) of the employee's regular rate and the sum of their weekly Unemployment Insurance benefits and any other earnings.

18.10(b) Effective July 12, 1989, the Metropolitan Corporation shall provide the coverage and pay its share of the premiums for the benefits set out in Article 13 for the period of adoption leave granted under Article 18.09(a) or 18.09(b).

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18.11 Any period of adoption leave shall be at no cost to the Metropolitan Corporation except as provided in Articles 10.01(d)(ii) and 18.10 and shall constitute no loss of seniority.

18.12 An employee who is required to attend a sitting of the Citizenship Court during his normal working hours for the purpose of obtaining his Canadian Citizenship shall, on one occasion only, be granted one (1) day's **leave of absence with pay.**

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18.13 Subject to the approval of the Department Head and subject to Article 11.04(b) an employee may request and be granted leave of absence, without pay, of up to three (3) consecutive working days for personal reasons.

18.14 Effective July 12, 1989, subject to Articles 11.12 and 11.18, an employee may utilize not more than three (3) working days per calendar year in order to care for ill dependents. Such absence shall be deducted from the employee's bank of accumulated sick credits and shall not be considered as breaking a month's service.

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Effective January 1, 1990, three (3) working days shall be increased to six (6) working days per calendar year.

Article 19

TRANSPORTATION

19.01(a) Whenever an employee is required and authorized to use his automobile on business of the Metropolitan Corporation, the Metropolitan

Corporation shall pay to such employee an allowance of twenty-six cents (260) per kilometre actually travelled in the course of transacting the business of the Metropolitan Corporation. Twenty-six cents (266) per kilometre being equivalent to 41.8 cents per mile; one mile = 1.609344 kilometres.

19.01(b) Effective August 1, 1989, the allowance provided for in 19.01 (a) hereof shall be increased to twenty-nine cents (29¢) per kilometre. Twenty-nine cents (290) per kilometre being equivalent to 46.7 cents per mile: one mile = 1.609344 kilometres.

19.01(c) Effective January 1, 1990, the allowance provided for in 19.01 (a) hereof shall be increased to thirty-two cents (32¢) per kilometre, thirty-two cents (320) per kilometre being equivalent to 51.5¢ per mile.

19.02 Whenever an employee is required to use the public transportation system in the course of his duties, such employee shall be provided with car tickets for that purpose.

19.03(a) A travel allowance of twenty-six cents (26¢) per kilometre shall be paid to Metropolitan Corporation employees travelling by other than Metropolitan vehicle to temporary work sites outside the Metropolitan Toronto boundaries. The allowance is for each kilometre travelled between

the temporary work site and the nearest Metropolitan boundary which are defined as Steeles Avenue on the north, Port Union Road on the east and Etobicoke Creek and Indian Line on the west.

19.03(b) Effective August 1, 1989, the travel allowance provided for in clause **19.03(a)** shall be increased to twenty-nine cents (**29¢**) per kilometre.

19.03(c) Effective January 1, 1990, the travel allowance provided for in clause **19.03(a)** shall be increased to thirty-two cents (**32¢**) per kilometre.

Article 20

TEMPORARY EMPLOYEE BENEFITS

20.01 Notwithstanding anything hereinbefore contained all employees in the "Temporary Service" class of employees who have completed one (1) year of continuous service or one (1) year of aggregate service with the Metropolitan Corporation shall be entitled to all benefits accorded herein to employees in the "Permanent Service" class.

Article 21
SENIORITY

21.01 A seniority date shall be established for each **employee** upon successful completion of the probationary period as defined in **clause 2.02**, **such** date to be coincident with **the date** of commencement **of service** with the Metropolitan Corporation. *27/01/01*

21.02(a) For the purposes of promotion under Article 16, seniority shall prevail on an **employer-wide** basis and in the case of staff reduction shall prevail only within the position and **classification** in the Department involved.

21.02(b) in the event of a staff reduction, any employee **so** affected with at least two (2) years of 'Permanent **Service**' shall be given preference **for** a suitable equal or lower paid vacant position for which the employee **is** qualified. The employee, after consultation with the Union, shall **be** treated in a similar manner to an employee to whom Article 16.08 applies.

21.03 In the event of a staff reduction, members of the 79 Unit shall be removed from work in reverse order of **seniority** within the position **classification** in the Department involved, and if and when work becomes available and **provided not more than twelve (12) months** have elapsed from **the date on which** they were removed from work

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and they possess the necessary qualifications, such persons shall be recalled to work in order of their seniority within the position classification.

21.04 Subject to clause **21.05**, a person shall continue to accumulate only seniority during any period of non-payment under the provisions of clause **21.03** provided however that the right to accumulate seniority during such period under this clause shall not be considered to be sufficient to maintain an employee-employer relationship.

21.05 An employee shall lose all seniority and service if

- (i) he voluntarily terminates his employment;
- (ii) he is discharged for reasonable cause;
- (iii) he fails to report for work within five (5) working days from the date he is recalled to work under the provisions of clause **21.03**;
- (iv) he is absent without written notice to the Metropolitan Corporation in excess of seven (7) calendar days from the commencement of absence;
- (v) he is not recalled to work within twelve (12) months of the date of his removal from work pursuant to clause **21.03**.

21.06(i) Where a person has been removed from work pursuant to clause **21.03** hereof such person shall not be entitled to any benefits under

this Agreement save and except the right of recall as provided in the said clause 21.03, provided, however, that all benefits accumulated prior to such removal from work shall be suspended during the period and upon recall to work in accordance with clause 21.03 such other accumulated benefits shall **again** commence as if there had been no removal from work.

21.06(ii) A person in receipt of a benefit under the Long Term Disability Plan at the time of such removal from work shall continue to receive such **a** benefit in accordance with the terms of the Insurance Policy. and an employee who is totally disabled prior to **such** removal from work but who has not commenced to receive a benefit under the Long **Term** Disability Plan before such removal from work **shall** be entitled **to** receive a **benefit** under such Plan in accordance with the terms of the Insurance Policy.

21.07 The provisions of clause 21.06 shall apply to employees in receipt of benefits under the Long **Term** Disability Plan.

21.08 Employees, covered by the Part-time unit collective agreement **in** the Homes for the Aged, who are appointed to **positions** covered by **this** collective agreement shall carry with them accrued seniority and benefits as calculated, defined and prescribed in the collective agreement covering the Part-time unit in the Homes for the Aged.

Article 22

WORKERS' COMPENSATION CASES

22.01 Where in an action, or by settlement of a claim arising out of an injury to an employee who in respect of such injury has elected to claim compensation under The Workers' Compensation Act, the Metropolitan Corporation recovers damages from a third person, the Metropolitan Corporation may in its discretion pay such damages or any portion thereof to such employee or in the event of his death to one or more of his dependants subject to the terms and conditions set out in clause 28 of Executive Committee Report No. 64 adopted by the Metropolitan Council on the 15th day of December, 1959.

22.02 Where an employee who is injured in circumstances in which he might be entitled to compensation under The Workers' Compensation Act elects instead to claim against the third person, he shall, as a condition of receiving sick pay benefits as hereinbefore provided, undertake in writing to reimburse the Metropolitan Corporation out of the proceeds of any settlement or judgment upon such claim, the amount of money equivalent to the value of such sick pay benefits, and upon his having made such reimbursement, his accumulated Sick pay credits shall be restored accordingly.

22.03(a) An employee who is injured on duty in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, provided he has qualified for sick pay credits under Article 11, be paid an amount equal to his net average earnings as defined in the Workers' Compensation Act of Ontario R.S.O. 1980 and applied in accordance with the earnings schedule therein referred, while the employee is off work and until such time as a ruling has been made by the Workers' Compensation Board upon his claim.

22.03(b) If the Board approves the claim, the employee shall continue to receive the full net pay amount, as defined in (a) above which will include the award of the Workers' Compensation Board. Employees who have not qualified for sick pay credits under Article 11, will, if their claim for a Workers' Compensation benefit is approved, receive their benefit from the Workers' Compensation Board.

22.03(c) If the employee is unable to return to work after a claim is approved, he shall receive the benefit payments, approved by The Workers' Compensation Board, directly from the Workers' Compensation Board and for those who are qualified. the remainder of the net pay amount from the Metropolitan Corporation. From the Corporation's portion the following deductions

shall be made: the employee's pension contributions, the employee's share of extended group life insurance premiums and any necessary statutory deductions, No deductions will be made from the sick bank of an employee who receives payments under Articles 22.03 (a) and (c). (Note: This will leave a net balance approximately equal to an employee's normal "take home" pay.)

22.03(d) Where the claim is not approved or where an employee receives monies in excess of his appropriate net pay, such excess shall be treated as an overpayment and the necessary recovery shall be made by the Metropolitan Corporation.

22.04(a) An employee receiving the net pay amount as referred to above shall be considered for pension purposes to be in receipt of full salary.

22.04(b) If during the period of time that an employee is absent from work on a Workers' Compensation benefit, a waiver of pension or group life Insurance contribution goes into effect, the portion of the net pay amount the employee is receiving from the Metropolitan Corporation shall be reduced accordingly.

22.05 An employee who is in receipt of a Workers' Compensation Award shall be considered to be on the active payroll and in receipt of salary or wages from the Metropolitan Corpora-

tion. In addition, such employee shall continue to accumulate both seniority and service while in receipt of the award.

22.06 All of the foregoing will have no effect on any permanent partial disability pension which an employee may be receiving.

22.07 An employee who sustains a compensable injury and as a result must leave work before the end of his shift, shall be paid to the end of the shift.

Article 23

EMPLOYMENT SECURITY ²²/₆

23.01 It is the policy of the Metropolitan Corporation to place in other positions any Permanent Service employees of the Metropolitan Corporation who may be displaced by reason of:

- (a) ²/₃ technological improvements in the operation of the Metropolitan Corporation;
- (b) ⁵/₁ the contracting out of any work, in accordance with Article 23.03, now performed by employees;
- (c) ²¹/₇ the deletion or elimination of a position or job classification, where practicable, the Metropolitan Corporation will provide Local 79 with twenty-one (21) calendar days written notice prior to deleting any position

classification in the Bargaining Unit where there is a permanent service incumbent.

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Any training which the Metropolitan Corporation considers necessary to enable the employee to perform the duties of the position shall be provided by the Metropolitan Corporation.

23.02 An employee in the Permanent Service displaced by reason(s) set out in Article 23.01 shall, after consultation with the Union, be treated in a similar manner to employees to whom Article 16.08 applies.

23.03(a) Effective July 12, 1989, where a Permanent employee is displaced in accordance with Article 23.01 and is permanently placed in a position for which a lower wage rate is applicable, such employee shall continue to receive the rate they were receiving prior to such re-assignment, including any negotiated wage increase(s) for the thirty-six (36) month period immediately following the effective date of their re-assignment. Following the expiry of the thirty-six (36) month period such employee will then receive the rate applicable to their new position.

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23.03(b) In those cases where an increment structure would apply, no further increments applicable to an employee's former position shall be

granted following their re-assignment pursuant to (a) above.

23.04 Prior to contracting out any work now performed by employees, the Metropolitan Corporation shall, where practicable, provide sixty (60) calendar days written notice to the Union so as to allow the Union to make any representations it wishes to the Department or Heads involved and the Metropolitan Toronto Executive Committee. Any representations shall be made promptly and in any event within sixty (60) days of the giving of such notice. The written notice pursuant to the above shall contain an invitation from the Department Head to meet within ten (10) days for the purpose of discussing the proposed contracting-out and cost information. Departmental information pertinent to the proposed contracting-out shall be made available to the Union.

Article 24

NO STRIKE OR LOCKOUT

24.01 There shall be no strike or lockout during the term of this Agreement so long as the Agreement is carried out in good faith by both the Metropolitan Corporation and Local 79, provided that the words "strike" and "lockout" shall be as defined by The Labour Relations Act, R.S.O. 1980, as amended.

Article 25
PROTECTIVE CLOTHING

25.01 Safety equipment and safety attire shall be supplied to all employees who are required to perform duties where hazards exist. Where the Metropolitan Corporation provides safety equipment, safety clothing or working attire, such safety equipment, safety clothing or working attire must be worn by the employee, provided, however, that it is recognized that there may be occasions during an employee's working hours when the wearing of such equipment, clothing or attire is unnecessary to the employee's safety or well-being.

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

25.03 The Metropolitan Corporation shall pay a clothing allowance of fifty dollars (\$50.00) on or about June 1st and on or about December 1st to employees who are actively employed in all nursing classifications and who are not being supplied with working attire.

Effective July 12, 1989, increase the clothing allowance to fifty-five dollars (\$55.00) payable on or about December 1, 1989.

Effective January 1, 1990, increase the clothing allowance to fifty-seven dollars and fifty cents (\$57.50) payable on or about June 1, 1990 and on or about December 1, 1990.

Article 26
POLICY OF THE
METROPOLITAN CORPORATION ON THE
PAYMENT OF LEGAL EXPENSES

26.01 Where an employee is charged with an offense under The Criminal Code, The Highway Traffic Act or other Statutes arising out of an act or acts done in the performance of his duties, it is the policy of the Metropolitan Corporation, that:

- (a) The employee charged shall, in the first instance, be responsible for his own defence including the retaining of legal counsel.
- (b) if the employee is acquitted of the charge and his legal costs do not exceed \$500.00 the Metropolitan Treasurer shall be authorized to reimburse the employee for such costs on the approval of the

Metropolitan Solicitor and the Commissioner of Personnel.

- (c) Where an employee is acquitted and his legal costs exceed \$500.00, the account shall be referred to the Metropolitan Executive Committee and the Metropolitan Council for their consideration.

26.02 Where an action or other proceeding is brought against an employee of the Metropolitan Corporation, which in the opinion of the Council of the Metropolitan Corporation arises out of acts or omissions done or made by such employee in his capacity as an employee of the Metropolitan Corporation, the Metropolitan Corporation may pay any damages or costs awarded against such employee or legal expenses incurred by him as may be determined by the Council of the Metropolitan Corporation as provided for by paragraph 67(a) of section 352 of The Municipal Act, R.S.O. 1970, as amended.

(Note: The term 'acquitted' shall be taken to be the same as a dismissal of the charge(s)).

26.03 In the event the Metropolitan Corporation reimburses an employee, under this Article, for any legal expenses, damages or costs, the employee shall be compensated at his regular rate of pay for the time lost from his regular working schedule as a result of being required to attend court.

Article 27

FEMININE GENDER OR PLURAL

27.01 Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine had been used wherever the context so required.

Article 28

SAFETY COMMITTEES

28.01 *Statement of Principle on Safety –*

It is the policy of the Metropolitan Corporation to provide a safe and healthful environment in which to work. Most health hazards and personal injuries in the working place are preventable. The prevention of such incidents require the continuation of a co-ordinated health and safety programme, consistent with the past practice and the applicable safety legislation of the Province of Ontario.

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

management, employees and joint health and safety committees.

A Central Safety Committee shall be established, comprised of two (2) representatives each from Local Union 79 and Local Union 43 and two (2) representatives from the Metropolitan Corporation. This Committee shall meet on a regular basis.

Article 29

ACQUAINTING NEW EMPLOYEES

29.01 New employees shall be advised of the name of the employee's steward or Union representative and where practicable provided with an introduction within the first thirty (30) days of employment.

Article 30

EMPLOYEE ACCESS TO PERSONAL DEPARTMENTAL FILE

30.01 Each employee shall have access to his departmental file for the purpose of reviewing all evaluations or disciplinary notations pertaining to his work record with the Metropolitan Corporation.

Article 31

UPWARD CLASSIFICATION ADJUSTMENTS

31.01 Having agreed that if the Metropolitan Corporation and Local 79 fail to reach agreement on a Job Evaluation Program they shall enter into negotiations on upward job classification adjustments, and having agreed to complete the negotiations on such adjustments by **December 31, 1981**, the parties herein agree that:

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- (a) if they fail to agree on a new wage rate for any classification in the aforementioned negotiations on upward job classification adjustments, the Metropolitan Corporation's proposed new rate shall be implemented (or in the event that the Corporation has proposed no change to the existing rate, the existing rate shall stand), but such action shall not prejudice the Union and the Union shall have the privilege of referring the matter to arbitration under Article 17.04; and
 - (b) that any wage rate adjustments resulting from these negotiations which the parties agree upon or which are implemented as set out in sub-paragraph (a) above or which are determined by arbitration shall be retroactive.

Article 32

CHANGES OR ALTERATIONS IN AGREEMENT

32.01 In the event of the Metropolitan Corporation or Local 79 desiring or proposing any change or alteration to this Agreement for the ensuing years of this Agreement in respect to any of the matters herein provided for, the Metropolitan Corporation or Local 79, as the case may be, shall give to Local 79 or the Metropolitan Corporation, as the case may be, written notice of the desired or proposed changes or alterations within the fifteen (15) day period prior to the 16th day of October in the year 1990, and both such parties shall thereupon negotiate in good faith in respect to the matters which It so proposes to change or alter.

RE-OPENER ON WAGES AND SALARIES

32.02 The Metropolitan Corporation agrees to re-open the collective agreement for the purposes of renegotiating 1990 wages and salaries only, if the Consumer Price Index (Toronto - All Items) during 1990, expressed in a percentage change, is eight point five percent (6.5%) above the level of the December 1989 Consumer Price Index (Toronto - All Items).

In the event the collective agreement is re-opened, the parties' respective rights to strike or

lockout shall be governed by the Labour Relations Act R.S.O. 1980 as amended.

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Article 33

TERM OF AGREEMENT

33.01 This Agreement shall remain in force from ~~the 1st day of January, 1989, until and including the 31st day of December 1990,~~ and from year to year thereafter, subject to such changes and alterations therein and thereto as from time to time may be made pursuant to and in accordance with Article 32 hereof; provided, however, that the Metropolitan Corporation or Local 79 may give to Local 79 or the Metropolitan Corporation, as the case may be, two (2) months written notice expiring at midnight on the 31st day of December in any year of the desire of the Metropolitan Corporation or Local 79, as the case may be, to terminate this Agreement, or any provision thereof, and upon giving of such notice and the expiration of such two (2) month period, this Agreement or such provision, as the case may be, shall be terminated.

Article 34

CANCELLATION OF 1987-88 AGREEMENT

34.01 The Collective Agreement entered into by the parties hereto dated the 9th day of June 1987, with respect to the period from the 1st day of January, 1987, to ~~the~~ 31st day of December, 1988, shall be and ~~the~~ same is hereby terminated as of the 1st day of January, 1989.

Article 35

PRINTING OF THE COLLECTIVE AGREEMENT

35.01 Provided the parties execute the collective agreement within sixty (60) days of the ratification of the Memorandum of Agreement, the parties shall share on a 50/50 basis the ~~cost~~ of printing and ~~distributing~~ of such collective agreements to the appropriate bargaining unit and management staff. The sixty (60) day time period may be extended by mutual agreement. All such arrangements are to be subject to the approval of the City Commissioner of Purchasing and Supply and the Manager, Fair Wage Office.

IN WITNESS WHEREOF the Metropolitan Corporation and Local 79 have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers in that behalf duly authorized,

SIGNED, SEALED AND
DELIVERED
Authorized by Report
No. 22 of the Metropolitan
Executive Committee and
adopted by Council on the
6th day of July 1989

THE MUNICIPALITY OF
METROPOLITAN TORONTO

D. Crombie

Metropolitan Clerk

D. Crombie

Metropolitan Clerk

T. Brook

Deputy Treasurer

THE CANADIAN UNION OF
PUBLIC EMPLOYEES. LOCAL
UNION NO. 79

S. David

President

R. Draxl

Secretary

A. Dubas, D. Casey, P. Zoff

Member

L. Diotte, L. Brummel, M. Collins

Member

A. Steele, J. Cowan, E. Leeds, I. Burness

Member

M. Harper

Assigned CUPE
Representative

APPENDIX "A"

Employees in the Department of Ambulance Services who are regularly employed on the twelve hour shift schedule arrangement that was agreed upon by the parties September 21, 1978, and as subsequently modified by the parties, are governed by the terms and conditions set out in the current Collective Agreement with the following exceptions:

- A normal working shift shall be defined as comprising twelve (12) *consecutive* hours of work. The normal work week shall be based on an employee not being required to work in excess of 240 hours during a six (6) week cycle.
- The overtime rate of time and one-half the regular rate shall be paid to an employee for all hours worked in excess of his scheduled twelve (12) hours for such shift and for all hours worked on any day other than a scheduled working day.

Payment for designated holiday and the payment and calculation of vacations, sick pay credits and the Workers' Compensation benefit shall be based on the twelve (12) hour working day (i.e. 3 weeks vacation is equivalent to 120 hours).

LOCAL UNION NO. 79

WAGE RATE SCHEDULE 1

JANUARY 1, 1989 – DECEMBER 31, 1989

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**TREASURY DEPARTMENT
CENTRAL PAYROLL
THE MUNICIPALITY OF METROPOLITAN TORONTO**

JULY 6, 1989

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
** 2 Clerk Grade 5	7975	70	01	17,978	688.80	9.84
			02	18,233	698.60	9.98
			03	18,782	719.60	10.28
			04	19,476	746.20	10.66
			05	20,006	766.50	10.95
			06	21,029	805.70	11.51
** 3 Engineer's Assistant Grade 3	7981	70	01	19,549	749.00	10.70
			02	20,280	777.00	11.10
			03	20,462	784.00	11.20
			04	21,303	816.20	11.66
			05	21,979	842.10	12.03
			06	22,801	873.60	12.48
• 5 Housekeeping Attendant	7970	80	01	21,256	814.40	10.18
			02	22,801	873.60	10.92
445 Key Punch Operator Grade 2	7971	70	01	20,755	795.20	11.36
			02	21,577	826.70	11.81
			03	22,436	859.60	12.28
			04	23,239	890.40	12.72
278 Cleaner-Light Duties	7969	62	01	20,859	799.18	12.89

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LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll Bi-weekly			Annual	Bi-weekly	Hourly
	Grade	Hours	Step			
• 277 Cleaner-Light Duties	7973	80	01	21,089	808.00	10.10
			02	22,279	853.60	10.67
• 30 Dietary Aide Grade 2	7991	80	01	21,110	808.80	10.11
			02	22,300	854.40	10.68
833 Clerk Trainee	7987	70	01	21,175	811.30	11.59
832 Telephone Operator/General Clerk	7968	70	01	21,175	811.30	11.59
			02	21,869	837.90	11.97
			03	23,166	887.60	12.68
			04	24,299	931.00	13.30
• 12 Porter	7972	80	01	21,465	822.40	10.28
			02	23,344	894.40	11.18
			03	25,077	960.80	12.01
* 25 Elevator Operator Grade 2	7966	80	01	21,611	828.00	10.35
			02	23,678	907.20	11.34
			03	25,494	976.80	12.21
• 8 Nursing Attendant	7967	80	01	22,028	844.00	10.55
			02	23,219	889.60	11.12
			03	24,367	933.60	11.67

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LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll Bi-weekly			Annual	Bi-weekly	Hourly
	Grade	Hours	Step			
1114 Resident Aide	7993	80	01	22,237	852.00	10.65
14 Clerk Grade 3	7964	70	01	22,344	856.10	12.23
19 Business Machine Operator Grade 2			02	23,404	896.70	12.81
20 Telephone Operator Grade 2			03	24,610	942.90	13.47
22 Traffic Fieldman			04	26,199	1003.80	14.34
40 Pharmacist's Assistant						
436 Control Clerk						
442 Key Punch Operator Grade 1						
641 Nursing Clerk						
723 Data Operator						
• 376 Adjuvant (To January 24, 1989) (See Position Code 1326)	7965	80	01	23,072	884.00	11.05
			02	24,325	932.00	11.65
			03	25,494	976.80	12.21
15 Audit Clerk, Grade 6	79A7	70	01	23,166	887.60	12.68
			02	24,208	927.50	13.25
			03	25,414	973.70	13.91
			04	27,021	1035.30	14.79
517 Day Care Housekeeper (To January 24, 1989) (See Page 5, Position Code 1328)	7963	80	01	23,219	889.60	11.12

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LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title *	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
1326 Adjuvant (effective January 25, 1989)	79A1	80	01	23,281	892.00	11.15
			02	24,701	946.40	11.83
			03	26,058	998.40	12.48
514 Day Care Assistant Grade 2	7994	70	01	23,915	916.30	13.09
			02	24,665	945.00	13.50
			03	25,541	978.60	13.98
			04	26,364	1010.10	14.43
101 1263 Junior Microcomputer Technician	7927	70	01	24,062	921.90	13.17
			02	25,359	971.60	13.88
			03	26,638	1020.60	14.58
			04	27,935	1070.30	15.29
			05	29,305	1122.80	16.04
964 Barber	7989	80	01	24,283	930.40	11.63
28 Welfare Trainee (Temporary Employees)	7960	70	01	24,299	931.00	13.30
816 Traffic Field Investigator	7986	70	01	24,299	931.00	13.30
			02	25,980	995.40	14.22
			03	27,643	1059.10	15.13
			04	29,305	1122.80	16.04
			05	30,986	1187.20	16.96

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Grade	Hours	Step	Payroll Bi-weekly		
				Annual	Bi-weekly	Hourly
387 Registered Nursing Assistant (RNA Rates to January 24, 1989) (See Page 5, Position Code 1327)	7979	80	01	24,701	946.40	11.83
			02	25,223	966.40	12.08
			03	25,996	996.00	12.45
746 Clinical Assistant						
1327 Registered Nursing Assistant (effective January 25, 1989)	79A2	80	01	24,910	954.40	11.93
			02	25,599	980.80	12.26
			03	26,559	1017.60	12.72
16 Engineer's Assistant Grade 2	7962	70	01	25,377	972.30	13.89
			02	26,400	1011.50	14.45
			03	27,661	1059.80	15.14
			04	29,287	1122.10	16.03
1328 Day Care Housekeeper (effective January 25, 1989)	79A3	80	01	25,411	973.60	12.17
24 Cook Grade 1	7956	80	01	25,494	976.80	12.21
131 Craft Supervisor	7955	70	01	26,016	996.80	14.24
132 Supervisor-Recreation & Volunteers			02	27,149	1040.20	14.86
727 Activities Organizer			03	28,172	1079.40	15.42
726 Addiction co-ordinator						

LOCAL UNION 79 - WAGE RATES SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
472 Chemist's Assistant Grade 2	7954	70	01	26,199	1003.80	14.34
			02	27,040	1036.00	14.80
			03	28,172	1079.40	15.42
			04	29,342	1124.20	16.06
402 Ticket Collector	7953	80	01	26,538	1016.80	12.71
27 Assistant Housekeeper	7952	80	01	26,580	1018.40	12.73
264 Assistant Chef						
57 Traffic Counter Technician	7951	70	01	26,802	1026.90	14.67
85 Clerk Grade 2	7950	70	01	27,040	1036.00	14.80
518 Rent Assessor			02	27,661	1059.80	15.14
			03	29,013	1111.60	15.88
			04	30,091	1152.90	16.47
513 Day Care Assistant Grade 1	7961	70	01	27,040	1036.00	14.80
			02	27,643	1059.10	15.13
			03	28,319	1085.00	15.50
			04	29,396	1126.30	16.09

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
1347 Homevisitor	79AA	70	01	27,040	1036.00	14.80
			02	28,209	1080.80	15.44
			03	29,378	1125.60	16.08
			04	30,529	1169.70	16.71
438 Chief Key Punch Operator	7947	70	01	27,460	1052.10	15.03
			02	27,990	1072.40	15.32
			a3	29,305	1122.80	16.04
			04	30,547	1170.40	16.72
439 Teaching Homemaker	7946	80	01	27,541	1055.20	13.19
			02	28,543	1093.60	13.67
			03	29,462	1128.80	14.11
			04	30,339	1162.40	14.53
55 Senior Traffic Counter Technician	7945	70	01	27,661	1059.80	15.14
			02	28,392	1087.80	15.54
			03	29,798	1141.70	16.31
			04	30,986	1187.20	16.96
234 Signals Assistant						
294 Graphic Designer Grade 2						
427 Assistant Supervisor of Signals						
588 Quality Control Investigator						
735 Assistant Supervisor- Pavement Markings						

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code	And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly	
105	1172 Assistant Printing Operator	7999	80	01	27,499	1053.60	13.17	
				02	28,981	1110.40	13.88	
				03	30,443	1166.40	14.58	
				04	31,926	1223.20	15.29	
	23	Cleaner- Heavy Duties	7992	80	01	27,729	1062.40	13.28
	29	Food Supervisor	7944	80	01	27,937	1070.40	13.38
	86	Audit Clerk Grade 5	7995	70	01	28,154	1078.70	15.41
					02	28,775	1102.50	15.75
					03	30,127	1154.30	16.49
					04	31,205	1195.60	17.08
	94	Welfare Visitor Grade 1	7943	70	01	28,300	1084.30	15.49
	286	Music Instructor			02	29,214	1119.30	15.99
03					30,438	1166.20	16.66	
04					31,516	1207.50	17.25	
114	Chemist's Assistant Grade 1	7942	70	01	28,392	1087.80	15.54	
914	Communications Co-ordinator			02	29,798	1141.70	16.31	
				03	30,986	1187.20	16.96	
				04	32,667	1251.60	17.88	

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll Bi-weekly		Step	Annul	Bi-weekly	Hourly
	Grade	Hours				
1170 Computer Operator	7998	70	01	28,446	1089.90	15.57
			02	29,926	1146.60	16.38
			03	31,406	1203.30	17.19
			04	32,904	1260.70	18.01
486 Multilith Operator	7941	80	01	28,585	1095.20	13.69
			02	30,025	1150.40	14.38
			03	31,424	1204.00	15.05
			04	32,907	1260.80	15.76
1264 Microcomputer Technician	7928	70	01	28,647	1097.60	15.68
			02	29,762	1140.30	16.29
			03	30,876	1183.00	16.90
			04	32,009	1226.40	17.52
297 Planning Technician	7939	70	01	29,049	1113.00	15.90
			02	30,346	1162.70	16.61
			03	31,717	1215.20	17.36
			04	33,050	1266.30	18.09
			05	34,603	1325.80	18.94
			06	36,284	1390.20	19.86
			07	38,166	1462.30	20.89
			08	40,249	1542.10	22.03

Position Code And Title		- JANUARY 1, 1989 - DECEMBER 31, 1989					
		Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly
107	100 Engineer's Assistant Grade 1	7980	70	01	29,634	1135.40	16.22
				02	30,401	1164.80	16.64
				03	31,808	1218.70	17.41
				04	32,996	1264.20	18.06
	1213 Security Guard (effective June 14, 1989)	7949	80	01	29,691	1137.60	14.22
	1195 Rehabilitation Assistant	7940	80	01	29,733	1139.20	14.24
				02	30,568	1171.20	14.64
				03	31,383	1202.40	15.03
				04	32,197	1233.60	15.42
	115 Audit Clerk Grade 4	79A6	70	01	29,762	1140.30	16.29
				02	31,150	1193.50	17.05
				03	32,393	1241.10	17.73
				04	34,055	1304.80	18.64
	552 Weighmaster	7937	80	01	29,817	1142.40	14.28
	• 388 Assistant Hostel Supervisor	7938	80	01	29,817	1142.40	14.28
02				30,861	1182.40	14.78	

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
511 Day Care Supervisor	7948	70	01	30,255	1159.20	16.56
			02	31,150	1193.50	17.05
			03	32,210	1234.10	17.63
			04	33,288	1275.40	18.22
58 chef	7936	80	01	30,339	1162.40	14.53
92 Storekeeper Grade 2						
236 Property Foreman Grade 2	7933	80	01	30,861	1182.40	14.78
127 Clerk Grade 1	7932	70	01	30,986	1187.20	16.96
293 Graphic Designer Grade 1			02	32,192	1233.40	17.62
			03	33,452	1281.70	18.31
384 Systems Analyst			04	34,987	1340.50	19.15
137 Application Technologist	7931	70	01	30,986	1187.20	16.96
			02	32,923	1261.40	18.02
			03	35,060	1343.30	19.19
			04	37,545	1438.50	20.55
			05	40,084	1535.80	21.94
422 Works Dispatcher	7929	80	01	31,508	1207.20	15.09
566 Roads Dispatcher						

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LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1 1989 - DECEMBER 31 1989

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POSITION CLASSIFICATION		Grade	Hours	Step	Annual	Bi-weekly	Hourly
382	Systems Technician	7983	70	01	31,662	1213.10	17.33
				02	32,959	1262.80	18.04
				03	34,110	1306.90	18.67
				04	35,736	1369.20	19.56
144	Audit Clerk Grade 3	7930	70	01	31,845	1220.10	17.43
				02	33,398	1279.60	18.28
				03	34,969	1339.80	19.14
				04	36,631	1403.50	20.05
276	Maintenance Inspector	7926	80	01	32,197	1233.60	15.42
1223	Maintenance Patroller						
371	District Enforcement Officer	7923	70	01	32,758	1255.10	17.93
				02	33,471	1282.40	18.32
				03	34,804	1333.50	19.05
				04	35,992	1379.00	19.70
111	Work Activity Project Supervisor	7922	70	01	33,014	1264.90	18.07
357	Assistant Valuator-Negotiator			02	34,275	1313.20	18.76
503	Counselor			03	35,243	1350.30	19.29
				04	36,485	1397.90	19.97

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 -- JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
745 Grants Inspector	7982	70	01	33,233	1273.30	18.19
			02	34,402	1318.10	18.83
			03	36,028	1380.40	19.72
			04	37,691	1444.10	20.63
77 Mte	7921	80	01	33,324	1276.80	15.96
346 Engineering Technologist	7920	70	01	33,452	1281.70	18.31
361 Legal Clerk Grade 1			02	34,987	1340.50	19.15
584 Family Court Clerk			03	36,485	1397.90	19.97
			04	38,166	1462.30	20.89
249 Librarian	7919	70	01	33,452	1281.70	18.31
516 Assistant Nutritionist			02	34,987	1340.50	19.15
538 Supervisor - Emergency Services			03	36,540	1400.00	20.00
			04	38,312	1467.90	20.97
66 Roads Inspector	7918	80	01	34,118	1307.20	16.34 <i>M</i>
380 Bridge Inspector						
960 Engineer's Assistant - Billing	7924	70	01	33,891	1298.50	18.55
			02	34,969	1339.80	19.14
			03	36,248	1388.80	19.84
			04	37,709	1444.80	20.64

LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1989 – DECEMBER 31, 1989

	Grade	Hours	Step	Annual	Bi-weekly	Hourly
67 Work Inspector	7996	80	01	34,473	1320.80	16.51
292 Senior Graphic Designer	7984	70	01	34,567	1324.40	18.92
			02	36,175	1386.00	19.80
			03	37,691	1444.10	20.63
			04	39,481	1512.70	21.61
162 Supervisor - Central Payroll 965 Facilities Planning Specialist	7917	70	01	34,603	1325.80	18.94
			02	36,284	1390.20	19.86
			03	38,166	1462.30	20.89
			04	40,249	1542.10	22.03
146 Pharmacist	7916	70	01	34,786	1332.80	19.04
			02	36,430	1395.80	19.94
			03	38,093	1459.50	20.85
			04	39,737	1522.50	21.75
536 Housing Supervisor	7915	70	01	34,987	1340.50	19.15
			02	36,485	1397.90	19.97
			03	38,129	1460.90	20.87
			04	39,829	1526.00	21.80

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code	And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
		Grade	Hours				
112 129	Engineer's Assistant Grade 1A	79A8	70	01	35,097	1344.70	19.21
				02	36,211	1387.40	19.82
				03	37,472	1435.70	20.51
				04	38,988	1493.80	21.34
143	Chemist	79A4	70	01	35,261	1351.00	19.30
				02	36,924	1414.70	20.21
				03	38,586	1478.40	21.12
				04	40,231	1541.40	22.02
1262	Physiotherapist	7957	80	01	35,308	1352.80	16.91
				02	37,396	1432.80	17.91
				03	39,505	1513.60	18.92
				04	41,614	1594.40	19.93
51	Roads Foreman Grade 2	7914	80	01	35,412	1356.80	16.96
52	Works Foreman Grade 2						
84	Supervisor -Traffic						
256	Parks Foreman Grade 2						

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

	Grade	Hours	Step	Annual	Bi-weekly	Hourly	
113	118 Storekeeper Grade 1	7913	80	01	35,412	1356.80	16.96
				02	36,791	1409.60	17.62
				03	38,231	1464.80	18.31
				04	39,985	1532.00	19.15
	1122 Registered Nurse	7990	80	01	36,102	1383.20	17.29
				02	37,354	1431.20	17.89
				03	38,607	1479.20	18.49
				04	39,881	1528.00	19.10
				05	41,154	1576.80	19.71
	315 Planner	7912	70	01	36,430	1395.80	19.94 ✓
				02	38,312	1467.90	20.97
				03	40,249	1542.10	22.03
04				43,446	1664.60	23.78	
05				45,675	1750.00	25.00	
06				47,995	1838.90	26.27	
07				50,535	1936.20	27.66	
155 Methods Analyst	7911	70	01	36,430	1395.80	19.94	
267 Computer Programmer			02	38,422	1472.10	21.03	
03			40,322	1544.90	22.07		
04			42,222	1617.70	23.11		

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Payroll	Bi-weekly	Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
114 1167 Archivist	7959	70	01	36,942	1415.40	20.22
			02	38,495	1474.90	21.07
			03	40,030	1533.70	21.91
			04	41,583	1593.20	22.76
369 Vehicle Maintenance Inspector	7910	80	01	37,125	1422.40	17.78
122 Claims Officer	7909	70	01	37,307	1429.40	20.42
158 Family Counsellor			02	38,696	1482.60	21.18
356 Valuator -Negotiator Grade 2			03	39,829	1526.00	21.80
1256 Prosecutor			04	41,619	1594.60	22.78
744 Planning Officer	7985	80	01	37,292	1428.80	17.86
			02	38,712	1483.20	18.54
			03	39,881	1528.00	19.10
			04	41,614	1594.40	19.93
378 Research Analyst	7908	70	01	37,380	1432.20	20.46
			02	39,098	1498.00	21.40
			03	41,217	1579.20	22.56
			04	43,227	1656.20	23.66

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1 1989 - DECEMBER 31 1989

Position Code And Title	Grade	Hours	Step	Annual	Bi-weekly	Hourly
1168 Senior Archivist	7974	70	01	38,477	1474.20	21.06
			02	40,011	1533.00	21.90
			03	41,564	1592.50	22.75
			04	43,081	1650.60	23.58
465 Ambulance Dispatcher	7907	80	01	38,649	1480.80	18.51
97 Roads Foreman Grade 1	7906	80	01	38,941	1492.00	18.65
255 Parks Foreman Grade 1						
257 Arborist Foreman Grade 1						
578 Senior Ambulance Dispatcher	7905	80	01	39,463	1512.00	18.90
			98 Works Foreman Grade 1			
434 Senior Programmer	7904	70	01	39,829	1526.00	21.80
			02	42,094	1612.80	23.04
			03	44,232	1694.70	24.21
			04	46,388	1777.30	25.39
101 Automotive Mechanic Foreman	7903	80	01	40,549	1553.60	19.42

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1989 - DECEMBER 31, 1989

Position Code And Title	Grade	Hours	Step	Payroll Bi-weekly		Hourly
				Annual	Bi-weekly	
355 Valuator-Negotiator Grade 1	7902	70	01	41,016	1571.50	22.45
			02	42,204	1617.00	23.10
			03	43,720	1675.10	23.93
			04	45,291	1735.30	24.79
481 Auditor Grade 2	7901	70	01	43,227	1656.20	23.66 24.72
			02	45,163	1730.40	24.72
			03	47,210	1808.80	25.84
			04	49,731	1905.40	27.22

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- * Progression in positions having a maximum of a 1 year schedule shall
- ** increments may be recommended on each 6 month basis

LOCAL UNION NO. 79

WAGE RATE SCHEDULE 2

JANUARY 1, 1990 – DECEMBER 31, 1990

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**TREASURY DEPARTMENT
CENTRAL PAYROLL
THE MUNICIPALITY OF METROPOLITAN TORONTO**

OCTOBER 17, 1989

LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
** 2 Clerk Grade 5	7975	70	01	19,604	751.10	10.73
			02	19,805	758.80	10.84
			03	20,371	780.50	11.15
			04	21,193	812.00	11.60
			05	21,741	833.00	11.90
			06	22,838	875.00	12.50
* 3 Engineer's Assistant Grade 3			7981	70	01	20,919
	02	21,705			831.60	11.88
	03	21,887			838.60	11.98
	04	22,801			873.60	12.48
	05	23,513			900.90	12.87
	06	24,390			934.50	13.35
• 5 Housekeeping Attendant	7970	80			01	22,738
			02	24,388	934.40	11.68
445 Key Punch Operator Grade 2	7971	70	01	22,216	851.20	12.16
			02	23,093	884.80	12.64
			03	24,007	919.80	13.14
			04	24,865	952.70	13.61

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Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
278 Cleaner-tight Duties	7969	62	01	22,315	854.98	13.79
• 277 Cleaner-Light Duties	7973	80	01	22,571	864.80	10.81
			02	23,845	913.60	11.42
• 30 Dietary Aide Grade 2	7991	80	01	22,592	865.60	10.82
			02	23,866	914.40	11.43
833 Clerk Trainee	7987	70	01	22,655	868.00	12.40
119 832 Telephone Operator/General Clerk	7968	70	01	22,655	868.00	12.40
			02	23,404	896.70	12.81
			03	24,792	949.90	13.57
			04	25,998	996.10	14.23
• 12 Porter	7972	80	01	22,968	880.00	11.00
			02	24,972	956.80	11.96
			03	26,831	1028.00	12.85
• 25 Elevator Operator Grade 2	7966	80	01	23,114	885.60	11.07
			02	25,327	970.40	12.13
			03	27,269	1044.80	13.06

LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
* 8 Nursing Attendant	7967	80	01	23,574	903.20	11.29
			02	24,847	952.00	11.90
			03	26,079	999.20	12.49
1114 Resident Aide	7993	80	01	23,803	912.00	11.40
19 Business Machine Operator Grade 2	7964	70	01	23,915	916.30	13.09
20 Telephone Operator Grade 2			02	25,048	959.70	13.71
40 Pharmacist's Assistant			03	26,327	1008.70	14.41
436 Control Clerk			04	28,026	1073.80	15.34
641 Nursing Clerk						
723 Data Operator						
22 Traffic Fieldman	79AL	70	01	24,226	928.20	13.26
			02	25,322	970.20	13.86
			03	26,619	1019.90	14.57
			04	28,319	1085.00	15.50
14 Clark Grade 3	79AP	70	01	24,336	932.40	13.32
			02	25,450	975.10	13.93
			03	26,784	1026.20	14.66
			04	28,446	1089.90	15.57

Position Code	And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly		
121	15	Audit Clerk, Grade 6	79A7	70	01	24,792	949.90	13.57	
					02	25,907	992.60	14.18	
					03	27,186	1041.60	14.88	
					04	28,921	1108.10	15.83	
		• 1326	Adjuvant	79A1	80	01	24,910	954.40	11.93
						02	26,434	1012.80	12.66
						03	27,875	1068.00	13.35
		514	Day Care Assistant Grade 2	7994	70	01	25,596	980.70	14.01
						02	26,400	1011.50	14.45
						03	27,332	1047.20	14.96
						04	28,209	1080.80	15.44
		1263	Junior Microcomputer Technician	7927	70	01	25,742	986.30	14.09
						02	27,131	1039.50	14.85
						03	28,501	1092.00	15.60
						04	29,890	1145.20	16.36
		964	Barber	7989	80	01	25,975	995.20	12.44
	28	Welfare Trainee(Temporary Employees)	7960	70	01	25,998	996.10	14.23	

LOCAL UNION 79 -WAGE RATE SCHEDULE 2- JANUARY 1, 1990 -DECEMBER 31, 1990

Position Code And Title	Grade	Hours	Step	Payroll Bi-weekly		Hourly
				Annual	Bi-weekly	
816 Traffic Field Investigator	7986	70	01	25,998	996.10	14.23
			02	27,807	1065.40	15.22
			03	29,579	1133.30	16.19
			04	31,351	1201.20	17.16
			05	33,160	1270.50	18.15
746 Clinical Assistant	7979	80	01	26,434	1012.80	12.66
			02	26,998	1034.40	12.93
			03	27,812	1065.60	13.32
1327 Registered Nursing Assistant	79A2	80	01	26,664	1021.60	12.77
			02	27,395	1049.60	13.12
			03	28,418	1088.80	13.61
16 Engineer's Assistant Grade 2	7962	70	01	27,149	1040.20	14.86
			02	28,245	1082.20	15.46
			03	29,597	1134.00	16.20
			04	31,333	1200.50	17.15
1328 Day Care Housekeeper	79A3	80	01	27,186	1041.60	13.02
24 Cook Grade 1	7956	80	01	27,269	1044.80	13.06
(to February 6, 1990) (see Page 5 Position Code 1419)						

Position Code	And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
		Grade	Hours				
** 1419	Cook Grade 1 (effective February 7, 1990)	79AH	80	01	27,478	1052.80	13.16
				02	28,543	1093.60	13.67
				03	29,817	1142.40	14.28
	131 Craft Supervisor	7955	70	01	27,843	1066.80	15.24
	132 Supervisor-Recreation & Volunteers			02	29,049	1113.00	15.90
	727 Activities Organizer			03	30,146	1155.00	16.50
	726 Addiction Co-ordinator						
123	472 Chemist's Assistant Grade 2	7954	70	01	28,410	1088.50	15.55
				02	29,250	1120.70	16.01
				03	30,529	1169.70	16.71
				04	31,753	1216.60	17.38
	402 Ticket Collector	7953	80	01	28,397	1088.00	13.60
	27 Assistant Housekeeper	7952	80	01	28,439	1089.60	13.62
	264 Assistant Chef						
	518 Rent Assessor	7950	70	01	28,940	1108.80	15.84
				02	29,597	1134.00	16.20
				03	31,041	1189.30	16.99
				04	32,192	1233.40	17.62

LOCAL UNION 79 -WAGE RATE SCHEDULE2- JANUARY 1, 1990 -DECEMBER 31, 1990

Position Code And Title	Payroll		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
513 Day Care Assistant Grade 1	7961	70	01	28,940	1108.80	15.84
			02	29,579	1133.30	16.19
			03	30,310	1161.30	16.59
			04	31,461	1205.40	17.22
1347 Home Visitor	79AA	70	01	28,940	1108.80	15.84
			02	30,182	1156.40	16.52
			a3	31,443	1204.70	17.21
			04	32,667	1251.60	17.88
1474 Legal Clerk Grade2 (effective July 4, 1990)	79AN	70	01	29,360	1124.90	16.07
			02	30,840	1181.60	16.88
			03	32,374	1240.40	17.72
			04	34,000	1302.70	18.61
438 Chief Key Punch Operator	7947	70	01	29,378	1125.60	16.08
			02	29,945	1147.30	16.39
			03	31,351	1201.20	17.16
			04	32,685	1252.30	17.89

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LOCAL UNION NO. 1000 - PAPER MILL

Position Code And Title	Payroll or weekly		Step	Annual	Bi-weekly	Hourly	
	Grade	Hours					
85 clerk Grade 2	79AR	70	01	29,396	1126.30	16.09	
			02	30,091	1152.90	16.47	
			03	31,552	1208.90	17.27	
			04	32,685	1252.30	17.89	
439 Teaching Homemaker	7946	80	01	29,462	1128.80	14.11	
			02	30,547	1170.40	14.63	
			03	31,529	1208.00	15.10	
			04	32,468	1244.00	15.55	
125	57 Traffic Counter Technician	7951	70	01	29,415	1127.00	\$16.10
	55 Senior Traffic Counter Technician	7945	70	01	29,597	1134.00	16.20
	234 Signals Assistant			02	30,383	1164.10	16.63
	294 Graphic Designer Grade 2			03	31,881	1221.50	17.45
	427 Assistant Supervisor of Signals			04	33,160	1270.50	18.15
	735 Assistant Supervisor- Pavement Markings						
	1346 Media Technician (Eff. April 18, 1990)						
	1172 M i n t Printing Operator	7999	80	01	29,420	1127.20	14.09
				02	31,007	1188.00	14.85
				03	32,573	1248.00	15.60
				04	34,160	1308.80	16.36

LOCAL UNION 79-WAGE RATE SCHEDULE 2- JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll		Step	Annual	Bi-weekly	Hourly
	Grade	Hour				
23 Cleaner- Heavy Duties	7992	80	01	29,670	1136.80	14.21
29 Food Supervisor	7944	80	01	29,900	1145.60	14.32
86 Audit Clerk Grade 5	7995	70	01	30,091	1152.90	16.47
			02	30,785	1179.50	16.85
			03	32,228	1234.80	17.64
			04	33,361	1278.20	18.26
286 Music Instructor	7943	70	01	30,273	1159.90	16.57
			02	31,260	1197.70	17.11
			03	32,575	1248.10	17.83
			04	33,726	1292.20	18.46
588 Quality Control Investigator	79AC	70	01	30,383	1164.10	16.63
			02	31,169	1194.20	17.06
			03	32,667	1251.60	17.88
			04	33,946	1300.60	18.58
914 Communications Co-ordinator	7942	70	01	30,383	1164.10	16.63
			02	31,881	1221.50	17.45
			03	33,160	1270.50	18.15
			04	34,951	1339.10	19.13

Position Code And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly
1170 Computer Operator	7998	70	01	30,438	1166.20	16.66
			02	32,027	1227.10	17.53
			03	33,599	1287.30	18.39
			04	35,206	1348.90	19.27
486 Printing Operator	7941	80	01	30,589	1172.00	14.65
			02	32,134	1231.20	15.39
			03	33,617	1288.00	16.10
			04	35,204	1348.80	16.86
1264 Microcomputer Technician	7928	70	01	30,657	1174.60	16.78
			02	31,845	1220.10	17.43
			03	33,032	1265.60	18.08
			04	34,256	1312.50	18.75
114 Chemist's Assistant Grade 1	79AG	70	01	30,803	1180.20	16.86
			02	32,301	1237.60	17.68
			03	33,599	1287.30	18.39
			04	35,371	1355.20	19.36

LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Grade	Hours	Step	Payroll		Hourly
				Bi-weekly	Annual	
1350 Recreation Therapist (Effective April 18, 1990)	79AJ	70	01	30,821	1180.90	16.87
			02	31,991	1225.70	17.51
			03	33,160	1270.50	18.15
			04	34,348	1316.00	18.80
94 Welfare Visitor Grade 1	79AK	70	01	31,041	1189.30	16.99
			02	32,027	1227.10	17.53
			03	33,324	1276.80	18.24
			04	34,439	1319.50	18.85
128 297 Planning Technician	7939	70	01	31,077	1190.70	17.01
			02	32,466	1243.90	17.77
			03	33,946	1300.60	18.58
			04	35,371	1355.20	19.36
			05	37,033	1418.90	20.27
			06	38,824	1487.50	21.25
			07	40,833	1564.50	22.35
			08	43,062	1649.90	23.57

LOCAL UNION 5011

129	Position Code And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly
	100 Engineer's Assistant Grade 1	7980	70	01	31,717	1215.20	17.36
				02	32,521	1246.00	17.80
				03	34,037	1304.10	18.63
				04	35,298	1352.40	19.32
	1213 Security Guard	7949	80	01	31,779	1217.60	15.22
	1195 Rehabilitation Assistant	7940	80	01	31,821	1219.20	15.24
				02	32,698	1252.80	15.66
				03	33,575	1286.40	16.08
				04	34,452	1320.00	16.50
	115 Audit Clerk Grade 4	79A6	70	01	31,845	1220.10	17.43
				02	33,324	1276.80	18.24
				03	34,658	1327.90	18.97
				04	36,430	1395.80	19.94
	552 Weighmaster	7937	80	01	31,905	1222.40	15.28
	• 388 Assistant Hostel Supervisor	7938	80	01	31,905	1222.40	15.28
				02	33,011	1264.80	15.81

LOCAL UNION 79 -WAGE RATE SCHEDULE2- JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
511 Day Care Supervisor	7948	70	01	32,374	1240.40	17.72
			02	33,324	1276.80	18.24
			03	34,457	1320.20	18.86
			04	35,627	1365.00	19.50
58 Chef	7936	80	01	32,468	1244.00	15.55
92 storekeeper Grade 2	79AM	80	01	32,802	1256.80	15.71
236 Property Foreman Grade 2	7933	80	01	33,011	1264.80	15.81
293 Graphic Designer Grade 1	7932	70	01	33,160	1270.50	18.15
			02	34,439	1319.50	18.85
384 Systems Analyst			03	35,791	1371.30	19.59
			04	37,435	1434.30	20.49
			01	33,160	1270.50	18.15
			02	35,225	1349.60	19.28
137 Application Technologist	7931	70	03	37,508	1437.10	20.53
			04	40,176	1539.30	21.99
			05	42,898	1643.60	23.48

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
127 Clerk Grade 1	79AS	70	01	33,763	1293.60	18.48
			02	35,024	1341.90	19.17
			03	36,357	1393.00	\$19.90
			04	38,002	1456.00	\$20.80
422 Works Dispatcher 566 Roads Dispatcher	7929	80	01	33,721	1292.00	16.15
144 Audit Clerk Grade 3	7930	70	01	34,074	1305.50	18.65
			02	35,736	1369.20	19.56
			03	37,417	1433.60	20.48
			04	39,189	1501.50	21.45
276 Maintenance Inspector 1223 Maintenance Patroller	7926	80	01	34,452	1320.00	16.50
111 Work / Project Supervisor 357 Assistant luatc legot 503 Counsellor	7922	70	01	35,316	1353.10	19.33
			02	36,668	1404.90	20.07
			03	37,709	1444.80	20.64
			04	39,043	1495.90	21.37

LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Bi-weekly		Step	Annual	Bi-weekly	Hourly
	Grade	Hours				
745 Grants Inspector	7982	70	01	35,553	1362.20	19.46
			02	36,814	1410.50	20.15
			03	38,550	1477.00	21.10
			04	40,322	1544.90	22.07
77 Mate	7921	80	01	35,663	1366.40	17.08
346 Engineering Technologist	7920	70	01	35,791	1371.30	19.59
361 Legal Clerk Grade 1			02	37,435	1434.30	20.49
584 Family Court Clerk			03	39,043	1495.90	21.37
			04	40,833	1564.50	22.35
249 Librarian	7919	70	01	35,791	1371.30	19.59
516 Assistant Nutritionist			02	37,435	1434.30	20.49
538 Supervisor - Emergency Services			03	39,098	1498.00	21.40
			04	40,998	1570.80	22.44
371 District Enforcement Officer	79AD	70	01	35,992	1379.00	19.70
			02	36,741	1407.70	20.11
			03	38,184	1463.00	20.90
			04	39,445	1511.30	21.59
66 Roads Inspector	7918	80	01	36,498	1398.40	17.48

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Position Code And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly
960 Engineer's Assistant -Billing	7924	70	01	36,266	1389.50	19.85
			02	37,417	1433.60	20.48
			03	38,787	1486.10	21.23
			04	40,340	1545.60	22.08
380 Bridge Inspector	79AE	80	01	36,895	1413.60	17.67
67 Work Inspector	7996	80	01	36,895	1413.60	17.67
292 Senior Graphic Designer	7984	70	01	36,978	1416.80	20.24
			02	38,714	1483.30	21.19
			03	40,322	1544.90	22.07
			W	42,240	1618.40	23.12
965 Facilities Planning Specialist	7917	70	01	37,033	1418.90	20.27
			02	38,824	1487.50	21.25
			03	40,833	1564.50	22.35
			W	43,062	1649.90	23.57
146 Pharmacist	7916	70	01	37,216	1425.90	20.37
			02	38,988	1493.80	21.34
			03	40,760	1561.70	22.31
			04	42,514	1628.90	23.27

LOCAL UNION 79 -WAGE RATE SCHEDULE2- JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly
536 Housing Supervisor	7915	70	01	37,435	1434.30	20.49
			02	39,043	1495.90	21.37
			03	40,797	1563.10	22.33
			04	42,624	1633.10	23.33
129 Engineer's Assistant Grade 1A	79A8	70	01	37,545	1438.50	20.55
			02	38,751	1484.70	21.21
			03	40,103	1536.50	21.95
			04	41,710	1598.10	22.83
143 Chemist	79A4	70	01	37,728	1445.50	20.65
			02	39,500	1513.40	21.62
			03	41,290	1582.00	22.60
			04	43,044	1649.20	23.56
1262 Physiotherapist	79A9	80	01	39,756	1523.20	19.04
			02	42,303	1620.80	20.26
			03	44,808	1716.80	21.46
			04	47,335	1813.60	22.67

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----- JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Bi-weekly			Annual	Bi-weekly	Hourly
	Grade	Hours	Step			
51 Roads Foreman Grade 2	7914	80	01	37,897	1452.00	18.15
52 Works Foreman Grade 2						
84 Supervisor -Traffic						
256 Parks Foreman Grade 2						
118 Storekeeper Grade 1	7913	80	01	38,398	1471.20	18.39
			02	39,881	1528.00	19.10
			03	41,384	1585.60	19.82
			04	43,326	1660.00	20.75
1122 Registered Nurse	7990	80	01	38,628	1480.00	18.50
			02	39,964	1531.20	19.14
			03	41,301	1582.40	19.78
			04	42,679	1635.20	20.44
			05	44,036	1687.20	21.09

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LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Bi-weekly			Annual	Bi-weekly	Hourly
	Grade	Hours	Step			
315 Planner	7912	70	01	38,988	1493.80	21.34
			02	40,998	1570.80	22.44
			03	43,062	1649.90	23.57
			04	46,479	1780.80	25.44
			05	48,872	1872.50	26.75
			06	51,357	1967.70	28.11
			07	54,079	2072.00	29.60
155 Methods Analyst	7911	70	01	38,988	1493.80	21.34
			02	41,108	1575.00	22.50
			03	43,135	1652.70	23.61
			04	45,182	1731.10	24.73
287 Computer Programmer	7959	70	01	39,536	1514.80	21.64
			02	41,181	1577.80	22.54
			03	42,825	1640.80	23.44
			04	44,487	1704.50	24.35
1432 Transportation Systems Analyst (Effective April 18, 1990)	7909	70	01	39,920	1529.50	21.85
			02	41,400	1586.20	22.66
			03	42,624	1633.10	23.33
			04	44,524	1705.90	24.37
1167 Archivist	7909	70	01	39,920	1529.50	21.85
			02	41,400	1586.20	22.66
			03	42,624	1633.10	23.33
			04	44,524	1705.90	24.37
158 Family Counsellor	7909	70	01	39,920	1529.50	21.85
			02	41,400	1586.20	22.66
			03	42,624	1633.10	23.33
			04	44,524	1705.90	24.37
356 Valuator -Negotiator Grade 2	7909	70	01	39,920	1529.50	21.85
			02	41,400	1586.20	22.66
1256 Prosecutor	7909	70	01	39,920	1529.50	21.85

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Position Code And Title		Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly	
744	Planning Officer	7985	80	01	39,902	1528.80	19.11	
				02	41,426	1587.20	19.84	
				03	42,679	1635.20	20.44	
				04	44,537	1706.40	21.33	
	378	Research Analyst	7908	70	01	39,993	1532.30	21.89
					02	41,838	1603.00	22.90
					03	44,104	1689.80	24.14
					04	46,260	1772.40	25.32
	369	Vehicle Maintenance inspector	7910	80	01	40,027	1533.60	19.17
	1168	Senior Archivist	7974	70	01	41,162	1577.10	22.53
					02	42,807	1640.10	23.43
					03	44,469	1703.80	24.34
04					46,095	1766.10	25.23	
465	Ambulance Dispatcher	7907	80	01	41,363	1584.80	19.81	
255	Parks Foreman Grade 1	7906	80	01	41,676	1596.80	19.96	
257	Arborist Foreman Grade 1							
97	Roads Foreman Grade 1	79AF	80	01	42,219	1617.60	20.22	

LOCAL UNION 79 -WAGE RATE SCHEDULE 2- JANUARY 1, 1990 - DECEMBER 31, 1990

Position Code And Title	Payroll Bi-weekly			Annual	Bi-weekly	Hourly
	Grade	Hours	Step			
578 Senior Ambulance Dispatcher	7905	80	01	42,219	1617.60	20.22
98 Works Foreman Grade 1						
434 Senior Programmer	7904	70	01	42,624	1633.10	23.33
			02	45,036	1725.50	24.65
			03	47,319	1813.00	25.90
			04	49,640	1901.90	27.17
101 Automotive Mechanic Foreman	7903	80	01	43,723	1675.20	20.94
355 Valuator -Negotiator Grade 1	7902	70	01	43,885	1681.40	24.02
			02	45,163	1730.40	24.72
			03	46,789	1792.70	25.61
			04	48,470	1857.10	26.53
481 Auditor Grade 2	7901	70	01	46,260	1772.40	25.32
			02	48,324	1851.50	26.45
			03	50,517	1935.50	27.65
			04	53,221	2039.10	29.13

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 **increments may) recoml BC on 1 6 month basis

LETTERS OF INTENT

THE PARTIES AGREE THAT THE FOLLOWING LETTERS OF INTENT WILL NOT FORM PART OF THE COLLECTIVE AGREEMENT.

July 24, 1989.

Mr. Steven David, President,
C.U.P.E., Local 79,
385 Yonge ~~Street~~, Suite 303,
Toronto, Ontario.

Dear Mr. David:

RE: LETTER OF INTENT
Transfer To **Part** time Unit

A permanent employee wishing to transfer to the Metro Homes for the Aged **Part-Time** Unit may submit such request in writing to the General **Manager**, Homes for the Aged. Employees who are granted such transfers shall be governed by the terms of the **collective** agreement for Part-Time workers in Metro's **Homes for the Aged**, and in addition, shall be entitled to the following considerations:

- 1) Full accrued seniority shall be brought forward, except that for the purpose of **Article 17**, Scheduling, the seniority credit shall be 50% of the seniority accrued subsequent to **January 1, 1982**.
- 2) Wage Rates shall be in accordance with the rate paid at the time of the transfer provided the employee is working part-time in the same classification. Where applicable, paid hours in the **Part-Time Unit** shall be applied in wage progression.

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(A) O.M.E.R.S.

Employees must continue to make pension contributions in accordance with the provisions of the O.M.E.R.S. regulations with respect to those persons designated as "Other Than Continuous Full-Time or O.T.C.F."

(B) METROPLAN

Employees must continue to make pension contributions and shall receive pension benefits in accordance with the provisions of the Metro Pension By-Laws with respect to part-time work.

Provided the employee works a minimum average of 16 hours per pay period, the employee's share of pro-rated benefit premiums shall be calculated on the basis of hours worked during the preceding eight pay periods, including, initially, time worked in the Full-Time Unit prior to the transfer.

All vacation credits accrued in the Full-Time Unit must be used prior to the effective date of the transfer.

Earned sick pay credits shall be available for use as defined in Article 13 of the Part-Time Agreement. Provided that where an employee is entitled to a sick pay credit grant, it shall be deferred until severance of employment, limited to the accrual in effect and subject to the wage rate in effect at the time of transfer. The payment of such sick pay credit grants shall be subject to the provisions of Article 11 of the Full-Time Agreement.

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7) These provisions do not apply to employees who retire on pension or elect to withdraw their pension contributions. Such employees, if rehired, will be considered new part-time employees.

Yours very truly,

"Harold M. Ball"

For: P. E. Ferguson,
Commissioner of Personnel.

July 18, 1989.

Mr. Steven David, President,
C.U.P.E., Local 79,
35 Yonge Street, Suite 303,
Toronto, Ontario.

Dear Mr. David:

RE: LETTER OF INTENT
Quarterly Establishment Report

In furtherance to our undertaking as set out in the Memorandum of Agreement with respect to the renewal of the 1989 - 1990 Collective Agreement, the Commissioner of Personnel will provide the Union with a quarterly listing of all positions in the bargaining unit which shall include the following:

The establishment of each **position**,

The number of permanent incumbents in each position.

The number of temporary incumbents in each position.

A listing of all **permanent positions** vacant for more than 90 days indicating the **status** of each of these vacancies.

Yours very truly,

Harold M. Bail

Commissioner of Personnel.

July 20, 1989.

Mr. Steven David, President,
C.U.P.E., Local 79,
385 Yonge Street, Suite 303,
Toronto, Ontario.

Dear Mr. David:

R E LETTER OF INTENT
Parental Leave

This letter will confirm our undertaking as set out in the Memorandum of Agreement with respect to the renewal of the 1989-1990 Collective Agreement that should the government of Ontario implement legislation improving the parental leave provisions the Law of the Province currently provides, the parties shall meet to negotiate the extension of such Improvements to employees of the Metropolitan Corporation.

Yours very truly,

"Harold M. Ball"

For: P. E. Ferguson,
Commissioner of Personnel

February 27, 1986.

Mr. Steven David, President,
C.U.P.E., Local 79,
35 Yonge Street, Suite 303,
Toronto, Ontario.

Dear Mr. David:

Re: **LETTER OF INTENT**
Hours of Work

It is proposed that where variable hours, flextime, staggered hours or a compressed workweek be established, the parties shall, for the purpose of discussion, set up a committee comprised of representatives of the Department(s) concerned, Local 79, and the Personnel Department, in each instance of such request being made.

Yours very truly,

L. Schmidt

P. E. Ferguson,
Commissioner of Personnel

November 14, 1989.

Mr. Steven David, President,
C.U.P.E., Local 79,
385 Yonge Street, Suite 303,
Toronto, Ontario M5B 1S1.

Dear Mr. David

RE: LETTER OF INTENT
Classification Adjustment Arbitration

This letter will confirm with you that the fact that a position classification was deleted, made redundant or underwent a title change subsequent to January 1, 1981, will not in and of itself be a bar to such position classification(s) being properly before the Board of Arbitration seized with the Upward Classification Adjustment grievance.

insofar as the payment of any monies owing as a result of any award, the Board of Arbitration shall determine to whom such adjustments are payable.

Yours very truly,

"Harold M. Ball"

For. P. E. Ferguson,
Commissioner of Personnel

July 18, 1989.

Mr. Steven David, President,
U.P.E., Local 79,
5 Yonge Street, Suite 303,
Toronto, Ontario.

Dear Mr. David:

RE: LETTER OF INTENT
Health and Safety

In furtherance to our undertaking in the Memorandum of
Understanding with respect to the renewal of the 1989-
1990 Collective Agreement, I would confirm the follow-

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

Yours very truly,

"Gordon M. Bail"

For P. E. Ferguson,
Commissioner of Personnel

May 19, 1988.

Mr. Steven David, President,
C.U.P.E., Local 79,
385 Yonge Street, Suite 303,
Toronto, Ontario.

701 F / 100

Dear Mr. David:

Re: LETTER OF INTENT ON
Deregulated Prescription Drugs

This is to confirm the undertaking given to you during negotiations on the 1987-88 collective agreement between the parties. The Metropolitan Corporation agrees that coverage under the Comprehensive Medical Plan shall be continued until the expiry of this collective agreement for any prescription drug that is deregulated during the currency of the 1987-88 collective agreement.

Yours very truly,

"P. L. Schmidt"

For P.E. Ferguson,
Commissioner of Personnel

July 18, 1989.

Steven David, President,
J.P.E., Local 79,
53 Yonge Street, Suite 303,
Toronto, Ontario.

Dear Mr. David:

RE: LETTER OF INTENT
Employment Security

In addition to the undertakings set out in the Memorandum Agreement with respect to the renewal of the 1989-1990 Collective Agreement, the parties agree to establish a joint committee to explore the feasibility of assigning work to the Local 79 bargaining unit which has been previously performed by members of the bargaining unit and has since been contracted out.

I am yours very truly,

"Gordon M. Ball"

P. E. Ferguson,
Commissioner of Personnel.

July 18, 1989

Mr. Steven David, President,
C.U.P.E., Local 79,
385 Yonge Street, Suite 303,
Toronto, Ontario.

Dear Mr. David:

Re: LETTER OF INTENT
Pension and Retirement

This letter will confirm our undertaking set out in the Memorandum of Agreement with respect to the renewal of the 1989-1990 Collective Agreement, that the parties agree to establish a joint subcommittee for the purpose of discussing and considering pension issues.

Yours very truly,

"Harold M. Ball"

For: P.E. Ferguson,
Commissioner of Personnel.

July 18, 1989.

Mr. Steven David, President,
85. P. E. Ferguson, suite 303,

Toronto, Ontario.

Dear Mr. David:

RE: LETTER OF INTENT
Equal Opportunity

Further to the undertaking as set out in the Memorandum of Agreement with respect to the renewal of the 1989-1990 Collective Agreement, the parties agree that they shall continue to discuss during the term of the Collective Agreement Equal Opportunity issues. Priority items shall include:

1. Increasing the opportunities for full-time permanent jobs for casual, part-time and temporary status employees;

2. Promotion and/or upgrading as opposed to alternate rates;

3. Improving training and development opportunities for employees in entry-level positions;

4. Metro-wide promotions.

Yours very truly,

Harold M. Ball
for: P. E. Ferguson,
Commissioner of Personnel.

April 16, 1975.

Mr. J. D. King, President,
Local Union No. 79,
Canadian Union of Public Employees,
12 Shuter ~~Street~~, Suite 102,
Toronto, Ontario.

Dear Mr. King:

As a result of discussions between representatives of Local Union No. 79, Canadian Union of Public Employees and Representatives of the Social Services Department of the Metropolitan Corporation, the following agreement has been reached in regard to the matter of staff meal periods in our Day Care Centres.

In view of its being agreed and understood that Day Care Supervisors and Day Care Assistants should not leave their place of employment during the meal period except with the permission of the Senior Supervisor, it is agreed that employees in such classifications will be permitted to accrue paid lieu days on the basis of one day for each ten weeks worked.

This arrangement is effective from January 1, 1975, and will be subject to the following administrative procedures:

(A) Lieu days may be taken as they are earned or may be accumulated to a maximum of ten days in a two-year period.

... Page 2

B) All time off, other than paid vacation, designated holidays or lieu days which exceed five days in a ten-week period, must be made up before the lieu days earned.

C) Lieu days may not be taken before they are fully earned.

D) In general, the taking of lieu days earned must be arranged in advance with the Senior Supervisor and may be added to the annual vacation.

Normal time stand-by in the Day Care Centres is necessary to provide for the adequate protection of the children in the event of fire or other emergency. Under normal circumstances, employees will not be required to perform actual working tasks during these periods, however, when work is required during the lunch period, the employee will be compensated at the over-time rate of pay.

If you please indicate your concurrence with the foregoing in the lower left-hand corner and return the attached copy to me at your convenience.

Yours very truly,

V. J. Milks"
Personnel Officer

John D. King"
President, Local Union No. 79
Canadian Union of Public Employees

July 6, 1989

Mr. Steven David, President
C.U.P.E., Local 79
385 Yonge Street, Suite 303
Toronto, Ontario
M5B 1S1

Dear Mr. David:

RE LETTER OF INTENT
Rehabilitation And Retraining

Further to the undertakings set out in the Memorandum of Agreement with respect to the renewal of 1989-1990 Collective Agreement, the Metropolitan Corporation agrees to continue to meet with representatives of Local 79 during the term of this Collective Agreement for the purpose of jointly further developing the existing rehabilitation program with concentration on the following areas:

1. Establishment of additional rehabilitation classifications for long term disabled employees.
2. Job modification to suit disabled employees.
3. Retraining of disabled employees for other Metro jobs.
4. The role of the rehabilitation section in placing qualified disabled employees within Metro.

... Page 2

Page 2 ...

i. Physical demands analysis of jobs for suitability or rehabilitation purposes.

ii. A paid Union representative as required.

The implementation of the above recommendations shall be the subject of continuing discussions and agreement where appropriate with Local 79. Any appropriate future amendments to the Collective Agreement to be negotiated as required.

Yours very truly,

Harold M. Ball"

For: P.E. Ferguson,
Commissioner of Personnel

July 6, 1989

Mr. Steven David, President
C.U.P.E.,
Local 79
385 Yonge Street
Suite 303
Toronto, Ontario
M5B 1S1

Dear Mr. David:

RE: LETTER OF INTENT
Reclassifications

In accordance with the undertaking as set out in the Memorandum of Agreement with respect to the renewal of the 1989-1990 Collective Agreement, the Metropolitan Corporation agrees to discuss a limited number of **classifications**.

Any agreed upon adjustments as a result of this 1989 undertaking shall effectively take into account the date of installation as part of any adjustment that may be granted by the Board of Arbitration currently dealing with the Upward Classification Adjustment Grievance. Any adjustments as a result of this memorandum shall have no other effect on the Upward Classifications Arbitration and neither party shall either directly or indirectly make reference to any of the discussions or any adjustments resulting from the above undertaking to said Board of Arbitration.

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By agreed upon adjustments shall be subject to approval by the Metropolitan Council and shall become effective the first of the pay period following such approval.

Yours very truly,

"T. J. Ball"

For P. E. Ferguson,
Commissioner of Personnel

July 18th, 1989

Mr. Steven David, President
C.U.P.E., Local 79
385 Yonge Street
Suite 303
Toronto, Ontario
M5B 1S1

Dear Mr. David:

Re: LETTER OF INTENT
Technological Change

This letter will confirm our undertaking as set out in the Memorandum of Agreement with respect to the renewal of the 1989-1990 Collective Agreement that where there are technological changes in the operation of the Metropolitan Corporation which may impact on the manner in which employees perform their work, the parties shall, for the purpose of discussing such changes, establish a committee comprised of representatives of the Department(s) concerned, the Union and the Personnel Department.

Yours very truly,

Harold M. Ball,
Director - Labour Relations.

July 23, 1987.

Mr. Steven David, President
Canadian Union of Public Employees, Local 79
385 Yonge Street, Suite 303,
Toronto, Ontario
M5B 1S1

Dear Mr. David

Re: LETTER OF UNDERSTANDING
Receiving Clauses

To govern all permanent employees granted leave of absence and who wish to work part-time:

- 1) Part-time employment during a period of leave of absence from permanent service will be governed by the terms of the Part-time Agreement.
- 2) Seniority, with limited application, will date from January 1, 1982 or the date of hire whichever is later.
- 3) Wage rates shall be in accordance with the rate paid at the time the leave was granted, provided the employee is working part-time in the same classification. Where applicable, paid hours in the part-time unit shall be applied in wage progression.
- 4) Pension credits will be frozen from the date of leave to the date of return, except that employees may exercise the option of purchasing the "broken service" at a later date. This involves the payment of both employer and employee share.

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5) Employees may exercise the option of continuing their Long Term Disability and extended Group Life Coverage by paying the full cost of premiums.

6) Vacation credits, unused at the time leave is granted, shall remain intact until the employee resumes full-time employment. Vacation pay for the part-time work shall be in accordance with seniority as outlined in Item #2.

7) Earned sick credits shall be available to use as defined in Article 13 of the Part-Time Agreement.

8) Provided the employee works a minimum average of sixteen (16) hours per pay period, the employee's share of pro-rated benefit premiums shall be calculated on the basis of hours worked during the preceding eight pay periods, including time worked in the full-time unit prior to the commencement of leave.

9) Employees who are granted leave of absence and continue to work part-time shall not be replaced by full-time employees. They shall have the option of selected shifts from their regular schedule to a maximum of 48 hours bi-weekly, other than during the summer vacation period. The remaining shifts shall be assigned to other part-time employees.

10) Permanent employees on part-time assignment shall be paid through a previous pay adjustment. This means that their first cheque following assignment will be deferred for two weeks.

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11) At the conclusion of the leave of absence, the employee shall be returned to her former permanent position and credited with the additional accrued seniority based on hours worked in the part-time unit.

Yours very truly,

**P.E. Ferguson,
Commissioner of Personnel.**

May 3, 1982

Mr. J. Rose, President
Canadian Union of Public Employees
Local 79
385 Yonge Street, Suite 303
Toronto, Ontario
M5B 1S1

Dear Mr. Rose:

R E Occupational Health And *Safety*
Of Pregnant Employees

This is to confirm the undertaking given to you on the above mentioned subject during the recent negotiations on the ~~renewal~~ of the collective agreement between Local 79 and the Metropolitan Corporation. 1/2

Any employee who is pregnant and who is scheduled to work with video display terminals (VDT's) shall, upon her request, be assigned to other duties within the bargaining unit, without loss of pay or benefits, for the period between such request and the commencement of her leave of absence as provided in Article 18.06 of the current collective agreement.

Yours very truly,

Commissioner of Personnel.

PLS/tt

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This index is solely for the purpose of locating subjects in the collective agreement and is not intended to be used to interpret or give particular meaning to a clause in the collective agreement.

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