


<b>COLLECTIVE AGREEMENT</b>	SOURCE	Municip	
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	TERM.	92	12 31
between	No. OF EMPLOYEES	5,500	
	NOMBRE D'EMPLOYÉS	5,500	

**THE MUNICIPALITY OF METROPOLITAN TORONTO**

**AND**

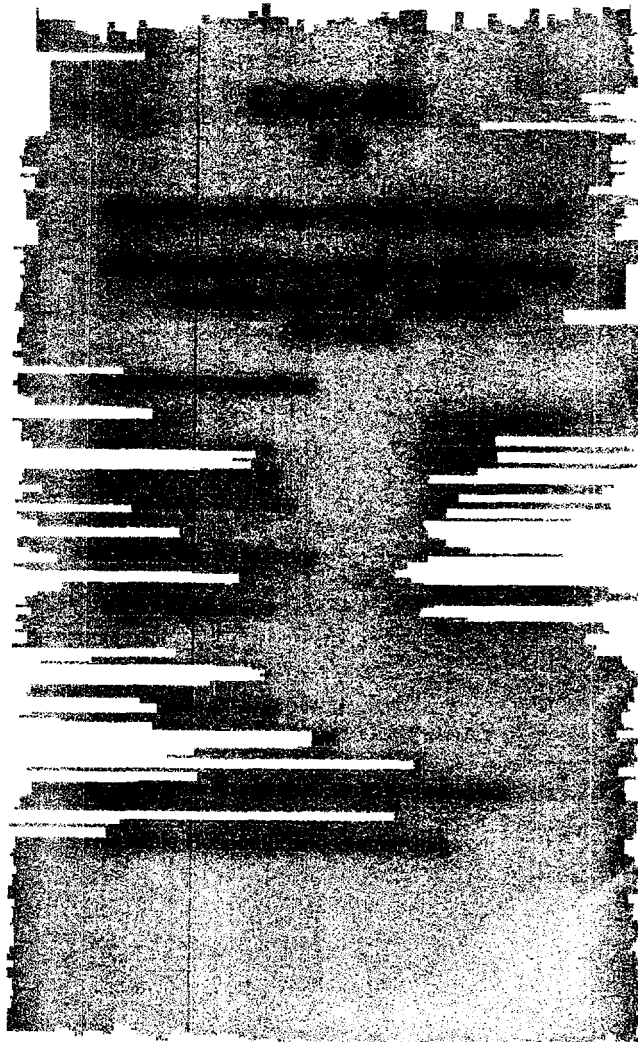
**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 79**



**January 1, 1991 to December 31, 1992**

**OCT 19 1992**

06977(04)



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**THIS AGREEMENT** made in quadruplicate this 3rd day of July, One Thousand Nine Hundred and Ninety-one.

**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, 1992, 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 follows:

**Article 1  
RECOGNITION**

**1.01** The Metropolitan Corporation recognizes Local 79 as the **sole** bargaining agent for collective 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 one hundred and ten (110), 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**

**2.0** 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. *S/1/15*

**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 (1) 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 –

- (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.

**Article 3** 2  
**NO DISCRIMINATION** 1

**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 bonafide one in the circumstances or the employee is incapable of performing or fulfilling the essential duties or requirements attending the exercise of their duties of a position by reason of handicap.

**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 sewing 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.

**Article 4**

**SEXUAL HARASSMENT**

14  
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**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**

SD 12  
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**5.01(a)** Effective the 1st day of January, 1991, 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, 1992, 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 Schedules 1 and 2 unless the Department Head withholds an increment, in which case, the employee shall be advised in writing of the reasons 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)** An employee's anniversary or position date for an increment shall not be adjusted as a result of any pregnancy *and/or* parental leave taken pursuant to Articles 18.06(a) or 18.06(b).

**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 cents) 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 (3) 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.

**5.08(i)** Whenever an employee is assigned an alternate rate to a position within the Local 43 bargaining unit and such employee actually works in such position for a period in excess of thirty (30) continuous working days, such employee shall become a full member of the Local 43 bargaining unit for all purposes at the beginning of the pay period following the expiry of the thirty (30) day period.

**5.08(ii)** Upon completion of the alternate rate assignment, said employee shall be returned to the Local 79 bargaining unit to his former position with no loss of seniority, service or benefits.

**5.08(iii)** The foregoing thirty (30) day period shall not be broken should the employee be absent on paid leave, sick pay, Workers' Compensation, paid holidays, or vacation, provided that the aggregate of such absences does not exceed ten (10) working days during such thirty (30) day period.

**5.08(iv)** The Metropolitan Corporation shall provide to Local 79 a bi-weekly listing of those employees who change bargaining unit status pursuant to Article 8.02(c) of the Local 43 Collective Agreement.



**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 over-<sup>41</sup>time 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 lieu time 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 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.

**6.03** Each employee who has completed his regular day's work and who has ~~left~~<sup>48</sup> his office, assigned yard or work location and who is called out and reports for overtime work or who is called <sup>D</sup>

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:

- $\frac{49}{9100}$  (i) Seven dollars and fifty cents (\$7.50) for a regular work day;
- (ii) Thirteen dollars (\$13) 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 standby allowance to fifteen dollars (\$15) for a regular work day and to twenty-six dollars (\$26) for a non-scheduled work day.

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

- $\frac{24}{58}$  (i) Where air pressure is between normal atmospheric pressure and twenty (20) pounds – nine dollars and fifty cents (\$9.50) per day.

(ii) Where air pressure is more than twenty (20) pounds -- twelve dollars (\$12) 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 (1) 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.  
9/10/44+45/100052

**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 fifty-two cents (.52 cents) per hour provided that no such bonus shall be paid where premium pay is paid.

9/10/44+45/100055  
Effective July 10, 1991, the shift bonus shall be increased to fifty-five cents (.55 cents) per hour.

9/20/44+45/100056  
Effective January 1, 1992, the shift bonus shall be increased to fifty-six cents (.56 cents) per hour.

**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 fifty-two cents (.52 cents) per hour for each day, afternoon or night shift worked by such employee as part of such a schedule.

Effective July 10, 1991, the shift bonus shall be increased to fifty-five cents (.55 cents) per hour.

Effective January 1, 1992, the shift bonus shall be increased to fifty-six cents (.56 cents) per hour.

<sup>9101/42+42/1005</sup>  
**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 fifty-two cents (.52 cents) 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.

<sup>9107/42+43/1005</sup>  
Effective July 10, 1991, the premium set out herein shall be increased to fifty-five cents (.55 cents) per hour. <sup>9201/42+53/1005</sup>

Effective January 1, 1992, the premium set out herein shall be increased to fifty-six cents (.56 cents) 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 one dollar and four cents (\$1.04) 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 10, 1991, the week-end/shift bonus premium shall be increased to one dollar and ten cents (\$1.10) per hour.

Effective January 1, 1992, the week-end/shift bonus premium shall be increased to one dollar and twelve cents (\$1.12) 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 (1 1/2) 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 (1 1/2) for such second shift worked.

**8.01(d)** When an employee's shift is being changed, a minimum of twelve (12) hours shall be scheduled off as a rest period between the end of the "old" shift and the commencement of the "new"

shift. If an employee's "new" shift commences during such rest period, 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 (7) or eight (8) 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 re-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 8.02, 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 two (2) floating holidays in each calendar year 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 holidays.

**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:

<sup>5-4</sup>  
<sub>01-03</sub> (i) following the completion of one (1) year of service - three (3) weeks vacation; provided that upon completion of the first six (6) months of the employee's first year of service, such employee may, if he so requests and the Department Head concerned consents, be granted one (1) 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.

<sup>09-04</sup> (ii) following completion of nine (9) years service - four (4) weeks vacation.

- (iii) following completion of seventeen (17) years service – five (5) weeks vacation.
- (iv) following completion of twenty-four (24) years service – six (6) weeks vacation; Effective January 1, 1990, following completion of twenty-three (23) years service – six (6) ~~weeks~~ vacation. 23-06

**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 who takes or is granted pregnancy and/or parental leave pursuant to Articles 18.06(a) or 18.06(b) for the duration of such leave.

**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, six percent (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, eight percent (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, ten percent (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, twelve percent (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 (D) 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, six percent (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, eight percent (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, ten percent (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, twelve percent (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)** "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 or 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 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. 73/18997

**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 occur-

ring 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.

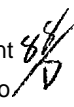
**11.04(b)** Provided it is approved by the Department Head, leave of absence without pay for personal reasons of up to three (3) consecutive working days shall not, for the purposes of this clause, break service provided such leave of absence is not for the purpose of extending the annual vacation period.

**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 Corporation, 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 con-

cerned 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 deduction shall be made on account of any day on which an employee would normally be entitled to be off work. Absence on account of illness for less than half a day shall not be deducted. Absence on account of illness for a half a day or more, and less than a full day, shall be deducted as one-half (1/2) day.



**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 (1 1/2) 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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E-F

**Article 12**  
**SICK PAY GRATUITY**

**12.01** In this clause the words "termination of employment" shall mean separation from employ-

ment with the Metropolitan Corporation by retirement on account of age or disability or by resignation except 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),

<b>Column 1</b> <b><u>Service Requirement</u></b>	<b>Column 2</b> <b><u>Period</u></b>
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, immediately 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** 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 Corporation who qualifies in accordance with the provisions of Article 20, shall be entitled to benefits provided for in this Article.

**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.

*70.2/100 sup p. 41*  
**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 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/\$20 deductible provision. The Comprehensive Medical

*for = 70.5/100  
sup p. 169  
42*

70.14  
100

Protection Plan shall also include a one hundred and seventy-five dollar (\$175) 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 August 1, 1991, the optical benefit shall be increased to one hundred and eighty-five dollars (\$185) per two (2) year period.

Effective January 1, 1992, the optical benefit shall be increased to two hundred dollars (\$200) per two (2) year period. 70.5/100 70.6

**13.04(b)** The Comprehensive Medical Protection Plan coverage, shall provide the services of a licensed Chiropractor, Osteopath, Podiatrist and **Chiropodist up** to fifteen dollars (\$15) per visit, including up to thirty-five dollars (\$35) per person per year for X-Rays by a Chiropractor. Payment for said services shall be to a maximum of two hundred dollars (\$200) per person per year, and shall be payable only after O.H.I.P. ceases to pay any portion of the expenses.

Effective January 1, 1992 increase the maximum amount payable to two hundred and fifty dollars (\$250) per person per year.

**13.04(c)** Effective August 1, 1991, increase the hearingaid benefit provided under the Comprehen-

70.14  
100

sive Medical Protection Plan to five hundred dollars (\$500). <sup>(9/10/1)</sup>  
→ 01/01/00 → 2/10/03

**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 (\$3,000)~~ 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.

<sup>9/08/72/005</sup>  
Effective August 1, 1991 increase the group life insurance amount to five thousand dollars (\$5,000).

**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 stipu-



lated 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 three thousand dollars (\$3,000) coverage under clause 13.05 hereof, and the cost of the premium for the first half of the coverage in excess of the first three thousand dollars (\$3,000) 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.

Effective August 1, 1991 replace three thousand dollars (\$3,000) with five thousand dollars (\$5,000). *→ 5,000*

**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 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 three thousand dollars (\$3,000) per month for disability claims arising on or after January 1, 1988, inclusive of any benefits paid under any pension plan, insurance plan, Workers'

*→ 570753000*

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.

**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.

Effective July 10, 1991 the Metropolitan Corporation shall pay one hundred per cent (100%) of the

single or family premium, as the case may be required therefor.

**13.09(b)** Effective August 1, 1991, 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) per month. The amount of ~~this~~ increase shall not result in an employee receiving a monthly benefit that exceeds the current maximum of three thousand dollars (\$3,000) 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 benefits equivalent to those contained in CUMBA<sup>71</sup> Rider No. 1 (periodontic/endodontic), CUMBA<sup>2</sup> Rider No. 2 (dentures) and, an orthodontia rider, which shall provide, on a sixty percent (60%) employer paid and forty percent (40%) employee paid co-insurance basis, a two thousand dollars (\$2,000) 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 fifty percent (50%) coinsurance and with a maximum annual payment of one thousand dollars (\$1,000) per person. The Metropolitan Corporation will pay one hundred percent (100%) of the cost of the premiums therefor. 7012/100

Effective January 1, 1992 amend the coverage provided under the major restorative rider by deleting the exclusion regarding fixed bridgework.

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 18.06(d), 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.

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 effective 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.

**14.06** Effective January 1, 1992 the Metropolitan Corporation shall provide a paid up group life insurance policy in the amount of three thousand dollars (\$3,000) for those employees who retire on or after January 1, 1992.

#### 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 p. 77*

**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.

**16.06(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(s).

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**16.06(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. 631P

**17.01(b)** Local 79 acknowledges ~~and~~ agrees that Stewards, members of its Negotiating and 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 ob-

taining 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 (2) 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.

**17.01(d)** When no disciplinary notations have been included in an employee's personal departmental file for a two (2) year period, said employee may request the removal of any written reprimand theretofore 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 (5) working days and shall advise Local 79 in writing of his decision with respect to the grievance within three (3) 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 to do so, 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 submis-

sion of the grievance to arbitration by local 79, advise Local 79 of the name of its appointee to the Arbitration Board. The two (2) 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 (2) 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 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 Commissioner of Personnel as being suitable.

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3 **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.

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**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(a)** An employee who is absent from work solely due to the death and funeral of the father, mother, son, daughter, brother, sister, husband of wife 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 four (4) 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.

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**18.04(b)** An employee who is absent from work solely due to the death and funeral of the father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-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, 63/13 \*e

- (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)** ~~Pregnancy and/or parental leave, with-~~ out pay, shall be in accordance with Part XI of the Employment Standards Act of Ontario R.S.O. 1980, as amended. *6/12/10/18* *U.S.O.*

**18.06(b)** ~~Pregnancy and/or parental leave for an~~ employee who does not qualify under Part XI of the said Act, shall be at the discretion of the Head of the Department concerned and, if granted, shall be administered in accordance with the Act. *38.13 + 01.01/999*

**18.06(c)** Any request for an extension of parental leave beyond that which an employee is entitled to in accordance with Article 18.06(a), or is granted in accordance with Article 18.06(b), shall be at the discretion of the Department Head concerned, and shall not involve any expense to the Metropolitan Corporation, but shall result in no loss of seniority. ✓

**18.06(d)** The Metropolitan Corporation shall provide the coverage and pay its share of the premiums for the benefits set out in Article 13 and shall pay its share of the pension contributions under Article 14 for any pregnancy and/or parental leave taken pursuant to Articles 18.06(a) or 18.06(b), unless the employee elects in writing that they do not wish benefit coverage.

**18.06(e)** Pregnancy and/or parental leave in accordance with Articles **18.06(a)** or **18.06(b)** shall not involve any expense to the Metropolitan Corporation, except as provided in Articles **5.02(c)**, **10.01(d)(ii)**, **18.06(d)**, **18.07** and **18.08**.

**18.07** An employee who is eligible for pregnancy leave under Article **18.06(a)** or an employee who requests and is granted pregnancy 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, R.S.C. 1985, as amended, to the following payments while on pregnancy leave:

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

(ii) For the following fifteen (15) weeks of the pregnancy 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.

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**18.08** An employee who is eligible for parental leave under Article **18.06(a)** or who requests and is granted parental leave under **18.06(b)** shall be entitled, provided the employee is in receipt of

Unemployment Insurance benefits pursuant to the Unemployment Insurance Act, R.S.C., 1985, as amended, to the following payments while on parental leave:

(i) For the first two (2) weeks of the parental leave, the employee receives no payments from the Metropolitan Corporation (where applicable).

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~~15075~~ (ii) For the remainder of such parental leave, the employee shall receive from the Metropolitan Corporation payments equal to the **difference** between seventy-five percent (75%) of the employee's regular rate and the sum of the employee's weekly Unemployment Insurance benefits and any other earnings.

**18.09** An employee who is granted an extension of parental leave in accordance with Article 18.06(c) shall be responsible for paying in advance by post-dated cheque(s) the full premiums for the insurance coverage referred to in Article 13 for any period of such extension. Such employee shall be advised of the cost of the applicable benefits if the employee wishes to continue such benefit coverage. Employee pension contributions during such extension shall be in accordance with the regulations of the applicable pension plan. <sup>28</sup>  
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**18.10** 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 (1) occasion **only, be granted one (1) day's leave of absence with pay.** 03/11/13

**18.11** 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.

**18.12** Subject to Articles 11.12 and 11.18, an employee may utilize not more than six (6) working days per calendar year in order to care for ill dependants. 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. 03/01/13

#### **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 thirty-two cents (.32 cents) per kilometre actually travelled in the course of transacting the business of the Metropolitan Corporation. Thirty-two cents

(.32 cents) per kilometre being equivalent to 51.5 cents per mile; one mile = 1.609344 kilometres.

**19.01(b)** Effective August 1, 1991, the allowance provided for in 19.01(a) hereof shall be increased to thirty-four cents (.34 cents) per kilometre. Thirty-four cents (.34 cents) per kilometre being equivalent to 54.7 cents per mile: one mile = 1.609344 kilometres.

**19.01(c)** Effective January 1, 1992, the allowance provided for in 19.01(a) hereof shall be increased to thirty-six cents (.36 cents) per kilometre, thirty-six cents (.36 cents) per kilometre being equivalent to 57.9 cents 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 thirty-two cents (.32 cents) 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, 1991, the travel allowance provided for in clause 19.03(a) shall be increased to thirty-four cents (.34 cents) per kilometre.

**19.03(c)** Effective January 1, 1992, the travel allowance provided for in clause 19.03(a) shall be increased to thirty-six cents (.36 cents) 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.



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

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**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 and the right to proceed in a job call as provided in Article 21.06(iii), 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.

**21.06(iii)** Subject to Article 21.06(i), an employee who makes application for a job call pursuant to Article 16, prior to being removed from work in accordance with Article 21.03, shall proceed in such job call in accordance with Article 16, even if he is laid off prior to the completion of the call.

**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 (1) or more 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 judgement 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 full net pay while the employee is off work and until such time as a ruling has been made by the Workers' Compensation Board upon the employee's claim. The full net pay of an employee shall be as determined by the Metropolitan Corporation by deducting from the employee's gross earnings,

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

**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, re-

ceive 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 Corporation. 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

**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:

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(a) technological improvements in the operation of the Metropolitan Corporation;

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(b) the contracting out of any work, in accordance with Article 23.03, now performed by employees;

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(c) 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)(i)** 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 reassignment.

**23.03(a)(ii)** Following the expiry of the thirty-six (36) month period such employee shall continue to receive his former rate until such time as the rate for his new position equals or exceeds his current rate. Once this occurs, the employee will then receive the rate applicable to his new position. Such change in rate will be effective the first of the pay period following the date on which the rate for his new position equals or exceeds his current rate.

The foregoing is applicable to those employees where the thirty-six (36) month period expires on or after July 10, 1991.

**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

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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-seven dollars and fifty cents (\$57.50) 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 10, 1991, increase the clothing allowance to sixty dollars (\$60) payable on or about December 1, 1991.

Effective January 1, 1992, increase the clothing allowance to sixty-five dollars (\$65) payable on or about June 1, 1992 and on or about December 1, 1992.

**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 **one thousand five hundred dollars (\$1,500)** 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 one thousand five hundred **dollars (\$1,500)**, 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 objective 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 three (3) representatives each from Local Union 79 and Local Union 43 and three (3) representatives from the Metropolitan Corporation. This Committee shall meet on a regular basis.

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**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:

- (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 of 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 ninety (90) day period prior to ~~the~~ 16th day of October in the year 1992, 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 1992 wages and salaries only, if the Consumer Price Index (Toronto – All Items) during 1992, expressed in a percentage change, is six point two five percent (6.25%) above the level of the December 1991 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.

Article 33

**TERM OF AGREEMENT**

**33.01** This agreement shall remain in force from the 1st day of January, 1991, until and including the 31st day of December 1992, 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 1989-90 AGREEMENT**

**34.01** The Collective Agreement entered into by the parties hereto dated the 6th day of July 1989, with respect to the period from the 1st day of January, 1989, to the 31st day of December, 1990, shall be and the same is hereby terminated as of the 1st day of January, 1991.

#### **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.

<p>SIGNED, SEALED AND DELIVERED          Authorized by Report No. 21 of the Metropolitan Management Executive Committee and adopted by Council on the 3rd day of July 1991</p>	<p>THE MUNICIPALITY OF METROPOLITAN TORONTO</p> <p><u>N. Wong</u>          Deputy Metropolitan Clerk</p>
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<p><u>N. Wong</u>          Deputy Metropolitan Clerk</p>	<p><u>J. Pickard</u>          Metropolitan Treasurer</p>
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THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 79

<p><u>S. David</u>          President</p>	<p><u>R. Draxl</u>          Secretary</p>
<p><u>A. Dembinski</u>          Member</p>	<p><u>L. Lagacé</u>          Member</p>
<p><u>A. Dubas</u>          Member</p>	<p><u>I. Burness</u>          Member</p>
<p><u>D. Casey</u>          Member</p>	<p><u>J. Cowan</u>          Member</p>
<p><u>D. LaBelle</u>          Member</p>	<p><u>D. Winnett</u>          Member</p>
<p><u>M. Collins</u>          Member</p>	<p><u>M. Harper</u>          Assigned CUPE Representative</p>

## APPENDIX "A"

Employees in the Department of Ambulance Services who are regularly employed on the twelve (12) 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 two hundred and forty (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. three (3) weeks vacation is equivalent to one hundred and twenty (120) hours).**

**LOCAL UNION NO. 79**

**66**

**WAGE RATE SCHEDULE 1**

**JANUARY 1, 1991 –DECEMBER 31, 1991**

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

**JULY 3, 1991**

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1991 - DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
** 2 Clerk Grade 5 (To July 9, 1991) (See Position 1566)	7975	70	01	20,572	788.20	11.26
			02	20,791	796.60	11.38
			03	21,376	819.00	11.70
			04	22,235	851.90	12.17
			05	22,819	874.30	12.49
			06	23,970	918.40	13.12
1566 Clerk Grade 5 (Effective July 10, 1991)	79AW	70	01	20,572	788.20	11.26
			02	21,668	830.20	11.86
			03	22,819	874.30	12.49
			04	23,970	918.40	13.12
** 3 Engineer's Assistant Grade 3	7981	70	01	21,961	841.40	12.02
			02	22,783	872.90	12.47
			03	22,965	879.90	12.57
			04	23,934	917.00	13.10
			05	24,683	945.70	13.51
			06	25,596	980.70	14.01
• 5 Housekeeping Attendant	7970	80	01	23,866	914.40	11.43
			02	25,599	980.80	12.26
• 277 Cleaner-Light Duties	7973	80	01	23,699	908.00	11.35
			02	25,035	959.20	11.99

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LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Bi-weekly		Annual	Bi-weekly	Hourly
			Step	Annual			
• 30 Dietary Aide Grade 2	7991	80	01	23,720	908.80	11.36	
			02	25,056	960.00	12.00	
833 Clerk Trainee	7987	70	01	24,098	923.30	13.19	
832 Telephone Operator/General Clerk	7968	70	01	24,098	923.30	13.19	
			02	25,012	958.30	13.69	
			03	26,400	1011.50	14.45	
			04	27,643	1059.10	15.13	
• 12 Porter	7972	80	01	24,096	923.20	11.54	
			02	26,204	1004.00	12.55	
			03	28,167	1079.20	13.49	
• 25 Elevator Operator Grade 2	7966	80	01	24,263	929.60	11.62	
			02	26,580	1018.40	12.73	
			03	28,626	1096.80	13.71	
• 8 Nursing Attendant	7967	80	01	24,743	948.00	11.85	
			02	26,079	999.20	12.49	
			03	27,374	1048.80	13.11	
1114 Resident Aide	7993	80	01	24,972	956.80	11.96	

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LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
22 Traffic Fieldman	79AL	70	01	25,432	974.40	13.92
			02	26,583	1018.50	14.55
			03	27,935	1070.30	15.29
			04	29,725	1138.90	16.27
14 Clerk Grade 3	79AP	70	01	25,541	978.60	13.98
20 Telephone Operator Grade 2			02	26,711	1023.40	14.62
40 Pharmacist's Assistant			03	28,118	1077.30	15.39
436 Control Clerk			04	29,853	1143.80	16.34
641 Nursing Clerk	79A7	70	01	26,016	996.80	14.24
723 Data Operator			02	27,186	1041.60	14.88
15 Audit Clerk Grade 6			03	28,673	1093.40	15.62
			04	29,988	1162.70	16.61
*1326 Adjuvant	79A1	80	01	26,142	1001.60	12.52
			02	27,750	1063.20	13.29
			03	29,253	1120.80	14.01
514 Early Childhood Educator Grade 2	7994	70	01	26,857	1029.00	14.70
			02	27,716	1061.90	15.17
			03	28,884	1099.00	15.70
			04	29,597	1134.00	16.20

LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly
1263 Junior Microcomputer Technician	7927	70	01	27,021	1035.30	16.37
			02	29,988	1191.30	17.17
			03	31,370	1201.90	17.17
			04	31,370	1201.90	17.17
964 Barber	7989	80	01	27,269	1044.80	13.06
28 Welfare Trainee (Temporary Employees)	7960	70	01	27,917	1069.60	15.28
746 Clinical Assistant	7979	80	01	27,750	1063.20	13.29
			02	28,334	1085.60	13.57
			03	29,190	1118.40	13.98
1327 Registered Nursing Assistant	79A2	80	01	27,979	1072.00	13.40
			02	28,752	1101.60	13.77
			03	29,817	1142.40	14.28
16 Engineer's Assistant Grade 2	7962	70	01	28,501	1092.00	15.60
			02	29,652	1136.10	16.23
			03	31,059	1190.00	17.00
			04	32,886	1260.00	18.00
1328 Day Care Housekeeper	79A3	80	01	28,522	1092.80	13.66

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1991 - DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Bi-weekly			
			Step	Annual	Bi-weekly	Hourly
**1419 Cook Grade 1	79AH	80	01	28,835	1104.80	13.81
			02	29,963	1148.00	14.35
			03	31,299	1199.20	14.99
816 Traffic Field Investigator	7986	70	01	29,141	1116.50	15.95
			02	30,986	1187.20	16.96
			03	32,941	1262.10	18.03
			04	34,841	1334.90	19.07
			05	36,704	1406.30	20.09
131 Craft Supervisor	7955	70	01	29,214	1119.30	15.99
132 Supervisor-Recreation & Volunteers			02	30,493	1168.30	16.69
726 Addiction Co-ordinator			03	31,644	1212.40	17.32
727 Activities Organizer						
472 Chemist's Assistant Grade 2	7954	70	01	29,817	1142.40	16.32
			02	30,694	1176.00	16.80
			03	32,046	1227.80	17.54
			04	33,324	1276.80	18.24
402 Ticket Collector	7953	80	ai	29,796	1141.60	14.27
27 Assistant Housekeeper	7952	80	01	29,838	1143.20	14.29

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LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1991 - DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Biweekly		Annual	Bi-weekly	Hourly
			Step	Hours			
518 Rent Assessor	7950	70	01	30,365	1163.40	16.62	
			02	31,059	1190.00	17.00	
			03	32,575	1248.10	17.83	
			04	33,781	1294.30	18.49	
513 Early Childhood Educator Grade 1	7961	70	01	30,365	1163.40	16.62	
			02	31,041	1189.30	16.99	
			03	31,808	1218.70	17.41	
			04	33,014	1264.90	18.07	
1347 Home Visitor	79AA	70	01	30,365	1163.40	16.62	
			02	31,660	1213.80	17.34	
			03	32,996	1264.20	18.06	
			04	34,293	1313.90	18.77	
1474 Legal Clerk Grade 2	79AN	70	01	30,821	1180.90	16.87	
			02	32,374	1240.40	17.72	
			03	33,982	1302.00	18.60	
			04	35,681	1367.10	19.53	
85 Clerk Grade 2	79AR	70	02	30,669	1280.30	18.89	
			03	33,105	1268.40	18.12	
			04	34,311	1314.60	18.78	

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LOCAL UNION 79 – WAGERATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
57 Traffic Counter Technician	7951	70	01	30,876	1183.00	16.90
55 Senior Traffic Counter Technician	7945	70	01	31,059	1190.00	17.00
234 Graphic Designer Grade 2			02	31,881	1221.50	17.45
735 Assistant Supervisor- Pavement Markings			03	33,452	1281.70	18.31
1346 Media Technician			04	34,804	1333.50	19.05
1172 Assistant Printing Operator	7999	80	01	30,882	1183.20	14.79
			02	32,552	1247.20	15.59
			03	34,181	1309.60	16.37
			04	35,851	1373.60	17.17
23 Cleaner- Heavy Duties	7992	80	01	31,132	1192.80	14.91
29 Food Supervisor	7944	80	01	31,383	1202.40	15.03
86 Audit Clerk Grade 5	7995	70	01	31,589	1210.30	17.29
			02	32,301	1237.60	17.68
			03	33,818	1295.70	18.51
			04	35,005	1341.20	19.16
286 Music Instructor	7943	70	01	31,772	1217.30	17.39
			02	32,813	1257.20	17.96
			03	34,183	1309.70	18.71
			04	35,389	1355.90	19.37

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1991 - DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
588 Quality Control Investigator	79AC	70	01	31,881	1221.50	17.45
			02	32,703	1253.00	17.90
			03	34,293	1313.90	18.77
			04	35,627	1365.00	19.50
914 Communications Co-ordinator	7942	70	01	31,881	1221.50	17.45
			02	33,452	1281.70	18.31
			03	34,804	1333.50	19.05
			04	36,686	1405.60	20.08
439 Teaching Homemaker	7946	80	01	31,884	1221.60	15.27
			02	32,907	1260.80	15.76
			03	34,034	1304.00	16.30
			04	35,016	1341.60	16.77
234 Signals Assistant 427 Assistant Supervisor of Signals	79AT	70	01	31,936	1223.60	17.48
			02	32,758	1255.10	17.93
			03	34,366	1316.70	18.81
			04	35,718	1368.50	19.55
1170 Computer Operator	7998	70	01	31,936	1223.60	17.48
			02	33,617	1283.00	18.40
			03	35,261	1351.00	19.30
			04	36,942	1415.40	20.22

LOCAL UNION 79—WAGE RATE SCHEDULE 1 —JANUARY 1, 1991 —DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
486 Printing Operator	7941	80	01	32,113	1230.40	15.38
			02	33,721	1292.00	16.15
			03	35,287	1352.00	16.90
			04	36,937	1415.20	17.69
1264 Microcomputer Technician	7928	70	01	32,173	1232.70	17.61
			02	33,418	1290.30	18.29
			03	34,658	1327.90	18.97
			04	35,955	1377.60	19.68
114 Chemist's Assistant Grade 1	79AG	70	01	32,320	1238.30	17.69
			02	33,909	1299.20	18.56
			03	35,261	1351.00	19.30
			04	37,125	1422.40	20.32
1350 Recreation Therapist	79AJ	70	01	32,356	1239.70	17.71
			02	33,580	1286.60	18.38
			03	34,804	1333.50	19.05
			04	36,047	1381.10	19.73
94 Welfare Visitor Grade 1	79AK	70	01	32,575	1248.10	17.83
			02	33,617	1288.00	18.40
			03	34,969	1339.80	19.14
			04	36,138	1384.60	19.78

LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

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Position Code And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly Bi-weekly	Hourly Hourly
297 Planning Technician	7939	70	01	32,612	1249.50	17.85
			02	35,827	1395.60	19.65
			04	37,125	1422.40	20.32
			05	38,860	1488.90	21.27
			06	40,742	1561.00	22.30
			07	42,861	1642.20	23.46
			08	45,200	1731.80	24.74
			100 Engineer's Assistant Grade 1	7980	70	01
02	34,128	1307.60				18.68
03	35,718	1368.50				19.55
04	37,052	1419.60				20.28
1213 Security Guard	7949	80	01	33,345	1277.60	15.97
1195 Rehabilitation Assistant	7940	80	01	33,387	1279.20	15.99
			02	34,327	1315.20	16.44
			03	35,245	1350.40	16.88
			04	36,164	1385.60	17.32
115 Audit Clerk Grade 4	79A6	70	01	33,416	1280.30	18.29
			02	34,369	1318.80	18.71
			03	36,376	1393.70	19.91
			04	38,239	1465.10	20.93



LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Biweekly		Annual	Bi-weekly	Hourly
		Hours	Step			
552 Weighmaster	7937	80	01	33,492	1283.20	16.04
• 388 Assistant Hostel Supervisor	7938	80	01	33,900	1299.20	16.24
			02	35,016	1341.60	16.77
92 Storekeeper Grade 2	79AM	80	01	34,431	1319.20	16.49
293 Graphic Designer Grade 1	7932	70	01	34,804	1333.50	19.05
384 Systems Analyst			02	36,138	1384.60	19.78
			03	37,563	1439.20	20.56
			04	39,281	1505.00	21.50
137 Application Technologist	7931	70	01	34,804	1333.50	19.05
			02	36,960	1416.10	20.23
			03	39,372	1508.50	21.55
			04	42,167	1615.60	23.08
			05	45,017	1724.80	24.64
127 Clerk Grade 1	79AS	70	01	35,426	1357.30	19.39
			02	36,759	1408.40	20.12
			03	38,166	1462.30	20.89
			04	39,683	1528.10	21.83
422 Work Dispatcher 588 Road Dispatch	7929	80	01	35,621	1364.80	17.06

LOCAL UNION 79—WAGE RATE SCHEDULE 1 —JANUARY 1, 1991 — DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly Bi-weekly	Hour Hourly
144 Audit Clerk Grade 3	7930	70	01	35,754	1369.90	19.57
			02	38,262	1504.30	20.49
			04	41,126	1575.70	22.51
276 Maintenance Inspector	7926	80	01	36,164	1385.60	17.32
1223 Maintenance Patroller						
1556 Fire Systems Inspector	79A5	70	01	36,357	1393.00	19.90
			02	38,166	1462.30	20.89
			03	39,792	1524.60	21.78
			04	41,491	1589.70	22.71
357 Assistant Valuator-Negotiator	7922	70	01	37,070	1420.30	20.29
			02	38,477	1474.20	21.06
			03	39,573	1516.20	21.66
			04	40,980	1570.10	22.43
745 Grants Inspector	7982	70	01	37,307	1429.40	20.42
			02	38,641	1480.50	21.15
			03	40,450	1549.80	22.14
			04	42,313	1621.20	23.16
77 Mate	7921	80	01	37,438	1434.40	17.93

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1991 - DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Biweekly			
			Step	Annual	Bi-weekly	Hourly
346 Engineering Technologist 584 Family Court Clerk	7920	70	01	37,563	1439.20	20.56
			02	39,281	1505.00	21.50
			03	40,980	1570.10	22.43
			04	42,861	1642.20	23.46
249 Librarian 516 Assistant Nutritionist	7919	70	01	37,563	1439.20	20.56
			02	39,281	1505.00	21.50
			03	41,034	1572.20	22.46
			04	43,026	1648.50	23.55
371 District Enforcement Officer	79AD	70	01	37,782	1447.60	20.68
			02	38,568	1477.70	21.11
			03	40,066	1551.10	21.99
			04	41,400	1586.20	22.66
503 Counsellor	79AY	70	01	38,038	1457.40	20.82
			02	39,390	1509.20	21.56
			03	40,450	1549.80	22.14
			04	41,911	1605.80	22.94
361 Legal Clerk Grade 1	79AV	70	01	38,221	1464.40	20.92
			02	39,920	1529.50	21.85
			03	41,674	1596.70	22.81
			04	43,483	1666.00	23.80

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1991 - DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Step	Bi-weekly		
				Annual	Bi-weekly	Hourly
66 Roads Inspector	7918	80	01	38,315	1468.00	18.35
960 Engineer's Assistant-Billing	7924	70	01	38,056	1458.10	20.83
			02	39,262	1504.30	21.49
			03	40,706	1559.60	22.28
			04	42,332	1621.90	23.17
67 Work Inspector	7996	80	01	38,712	1483.20	18.54
292 Senior Graphic Designer	7984	70	01	38,805	1486.80	21.24
			02	40,632	1556.80	22.24
			03	42,313	1621.20	23.16
			04	44,323	1698.20	24.26
965 Facilities Planning Specialist	7917	70	01	38,860	1488.90	21.27
			02	40,742	1561.00	22.30
			03	42,861	1642.20	23.46
			04	45,200	1731.80	24.74
146 Pharmacist	7916	70	02	39,925	1586.60	22.30
			03	42,770	1638.70	23.41
			04	44,615	1709.40	24.42

LOCAL UNION 79 - WAGE RATE SCHEDULE 1 - JANUARY 1, 1991 - DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Step	Bi-weekly		Hourly
				Annual	Bi-weekly	
129 Engineer's Assistant Grade 1A	79A8	70	01	39,408	1509.90	21.57
			02	40,669	1558.20	22.26
			03	42,094	1612.80	23.04
			04	43,775	1677.20	23.96
143 Chemist	79A4	70	01	39,591	1516.90	21.67
			02	41,455	1588.30	22.69
			03	43,336	1660.40	23.72
			04	45,182	1731.10	24.73
1262 Physiotherapist	79A9	80	01	41,718	1598.40	19.98
			02	44,391	1700.80	21.26
			03	47,022	1801.60	22.52
			04	49,674	1903.20	23.79
51 Roads Foreman Grade 2 52 Works Foreman Grade 2 256 Parks Foreman Grade 2	7914	80	01	39,776	1524.00	19.05
84 Supervisor - Traffic	79AX	80	01	40,173	1539.20	19.24
118 Storekeeper Grade 1	7913	80	01	40,298	1544.00	19.30
			02	41,864	1604.00	20.05
			03	43,430	1664.00	20.80
			04	45,477	1742.40	21.78

LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
1122 Registered Nurse	7990	80	01	40,549	1553.60	19.42
			02	41,948	1607.20	20.09
			03	43,347	1660.80	20.76
			04	44,746	1714.40	21.43
			05	46,207	1770.40	22.13
315 Planner	7912	70	01	40,925	1568.00	22.40
			02	43,026	1648.50	23.55
			03	45,200	1731.90	24.74
			04	48,781	1869.00	26.70
			05	51,284	1964.90	28.07
			06	53,897	2065.00	29.50
			07	56,765	2174.90	31.07
155 Methods Analyst 287 Computer Programmer 1432 Transportation Systems Analyst	7911	70	01	40,925	1568.00	22.40
			02	43,135	1652.70	23.61
			03	45,273	1734.60	24.78
			04	47,411	1816.50	25.95
1167 Archivist	7959	70	01	41,491	1589.70	22.71
			02	43,227	1659.20	23.66
			03	44,944	1722.00	24.60
			04	46,698	1789.20	25.56

LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
158 Family Counsellor	7909	70	01	41,893	1605.10	22.92
356 Valuator - Negotiator Grade 2			02	43,446	1664.60	23.78
1256 Prosecutor			03	44,725	1713.60	24.48
			04	46,735	1790.60	25.58
744 Planning Officer	7985	80	01	41,885	1604.80	20.06
			02	43,472	1665.60	20.82
			03	44,788	1716.00	21.45
			04	46,750	1791.20	22.39
378 Research Analyst	7908	70	01	41,966	1607.90	22.97
			02	43,903	1682.10	24.03
			03	46,278	1773.10	25.33
			04	48,543	1859.90	26.57
369 Vehicle Maintenance Inspector	7910	80	01	42,011	1609.60	20.12
1168 Senior Archivist	7974	70	01	43,209	1655.50	23.65
			02	44,926	1721.30	24.59
			03	46,662	1787.80	25.54
			04	48,379	1853.60	26.48
465 Ambulance Dispatcher	7907	80	01	43,410	1663.20	20.79

LOCAL UNION 79 – WAGE RATE SCHEDULE 1 – JANUARY 1, 1991 – DECEMBER 31, 1991

Position Code And Title	Payroll Grade	Biweekly		Annual	Bi-weekly	Hourly
		Hours	Step			
97 Roads Foreman Grade 1	79AF	80	01	44,307	1697.60	21.22
255 Parks Foreman Grade 1						
257 Arborist Foreman Grade 1						
98 Works Foreman Grade 1	7905	80	01	44,307	1697.60	21.22
578 Senior Ambulance Dispatcher						
434 Senior Programmer	7904	70	01	44,725	1713.60	24.48
			02	47,264	1810.90	25.87
			03	49,658	1902.60	27.18
			04	52,088	1995.70	28.51
101 Automotive Mechanic Foreman	7903	80	01	45,894	1758.40	21.98
355 Valuator -Negotiator Grade 1	7902	70	01	46,059	1761.70	25.21
			02	47,392	1815.80	25.54
			03	49,110	1881.60	26.88
			04	50,864	1948.80	27.84
481 Auditor Grade 2	7901	70	01	48,543	1859.90	26.57
			02	50,718	1943.20	27.76
			03	53,020	2031.40	29.02
			04	55,851	2139.90	30.57

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



**LOCAL UNION NO. 79**

**WAGE RATE SCHEDULE 2**

**JANUARY 1, 1992 – DECEMBER 31, 1992**

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

**DECEMBER 2, 1991**

LOCAL UNION 79 -- WAGE RATE SCHEDULE 2 -- JANUARY 1, 1992 -- DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
** 1566 Clerk Grade 5	79AW	70	01	21,540	825.30	11.79
			02	22,691	869.40	12.42
			03	23,897	915.60	13.08
			04	25,103	961.80	13.74
** 3 Engineer's Assistant Grade 3	7981	70	01	23,002	881.30	12.59
			02	23,861	914.20	13.06
			03	24,062	921.90	13.17
			04	25,066	960.40	13.72
			05	25,852	990.50	14.15
			06	26,820	1027.60	14.68
• 5 Housekeeping Attendant	7970	80	01	24,993	957.60	11.97
			02	26,810	1027.20	12.84
• 277 Cleaner-Light Duties	7973	80	01	24,826	951.20	11.89
			02	26,225	1004.80	12.56
• 30 Dietary Aide Grade 2	7991	80	01	24,847	952.00	11.90
			02	26,246	1005.60	12.57
833 Clerk Trainee	7987	70	01	25,249	967.40	13.82

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LOCAL UNION 79 – WAGE RATE SCHEDULE 2 – JANUARY 1, 1992 – DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
832 Telephone Operator/General Clerk	7968	70	01	25,249	967.40	13.82
			02	26,199	1003.80	14.34
			03	27,661	1059.80	15.14
			04	28,958	1109.50	15.85
* 12 Porter	7972	80	01	25,244	967.20	12.09
			02	27,457	1052.00	13.15
			03	29,503	1130.40	14.13
• 25 Elevator Operator Grade 2	7966	80	01	25,411	973.60	12.17
			02	27,833	1068.40	13.33
			03	29,984	1148.80	14.36
• 8 Nursing Attendant	7967	80	01	25,912	992.80	12.41
			02	27,311	1046.40	13.08
			03	28,668	1098.40	13.73
1114 Resident Aide	7993	80	01	26,163	1002.40	12.53
22 Traffic Fieldman	79AL	70	01	26,638	1020.60	14.58
			02	27,843	1068.80	15.24
			03	29,269	1121.40	16.02
			04	31,132	1192.80	17.04

LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1992 - DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
14 Clerk Grade 3	79AP	70	01	26,747	1024.80	14.64
20 Telephone Operator Grade 2			02	28,951	1128.40	15.82
40 Pharmacist's Assistant			04	31,278	1198.40	17.12
436 Control Clerk						
641 Nursing Clerk						
723 Data Operator						
15 Audit Clerk Grade 6	79A7	70	01	27,259	1044.40	14.92
			02	28,483	1091.30	15.59
			03	29,890	1145.20	16.36
			04	31,790	1218.00	17.40
* 1326 Adjuvant	79A1	80	01	27,374	1048.80	13.11
			02	29,065	1119.80	13.92
			03	30,652	1174.40	14.68
514 Early Childhood Educator Grade 2	7994	70	01	28,136	1078.00	15.40
			02	29,031	1112.30	15.89
			03	30,054	1151.50	16.45
			04	31,004	1187.90	16.97
1263 Junior Microcomputer Technician	7927	70	01	28,300	1084.30	15.49
			02	29,835	1143.10	16.33
			03	31,333	1200.60	17.15
			04	32,868	1259.30	17.99

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LOCAL UNION 79 -- WAGE RATE SCHEDULE 2 -- JANUARY 1, 1992 -- DECEMBER 31, 1992

964 Position Code And Title	Payroll Grade	Biweekly		Step	Annual	Biweekly	Hourly
		Hours	Rate				
Barber	7989	80		01	28,564	1094.40	13.68
28 Welfare Trainee (Temporary Employees)	7960	70		01	29,250	1120.70	16.01
746 Clinical Assistant	7979	80		01	29,065	1113.60	13.92
				02	29,670	1136.80	14.21
				03	30,568	1171.20	14.64
1327 Registered Nursing Assistant	79A2	80		01	29,316	1123.20	14.04
				02	30,109	1153.60	14.42
				03	31,236	1196.80	14.96
16 Engineer's Assistant Grade 2	7962	70		01	29,853	1143.80	16.34
				02	31,059	1190.00	17.00
				03	32,539	1246.70	17.81
				04	34,457	1320.20	18.86
1328 Day Care Housekeeper	79A3	80		01	29,879	1144.80	14.31
** 1419 Cook Grade 1	79AH	80		01	30,213	1157.60	14.47
				02	31,383	1202.40	15.03
				03	32,762	1256.00	15.70

LOCAL UNION 79 – WAGE RATE SCHEDULE 2 – JANUARY 1, 1992 – DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
816 Traffic Field Investigator	7986	70	01	30,529	1169.70	16.71
			02	32,466	1243.90	17.77
			03	34,512	1322.30	18.89
			04	36,503	1398.60	19.99
			05	38,440	1472.80	21.04
131 Craft Supervisor	7955	70	01	30,602	1172.50	16.75
			02	31,936	1223.60	17.48
			03	33,142	1269.80	18.14
132 Supervisor-Recreation & Volunteers						
726 Addiction Co-ordinator						
727 Activities Organizer						
472 Chemist's Assistant Grade 2	7954	70	01	31,242	1197.00	17.10
			02	32,155	1232.00	17.60
			03	33,662	1285.90	18.37
			04	34,814	1337.70	19.11
402 Ticket Collector	7953	80	01	31,216	1196.00	14.95
27 Assistant Housekeeper	7952	80	01	31,257	1197.60	14.97
518 Rent Assessor	7950	70	01	31,808	1218.70	17.41
			02	32,539	1248.70	17.81
			03	34,128	1307.60	18.68
			04	35,389	1355.90	19.37

LOCAL UNION 79 ~ WAGE RATE SCHEDULE 2 -- JANUARY 1, 1992 -- DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
513 Early Childhood Educator Grade 1	7961	70	01	31,808	1218.70	17.41
			02	32,521	1246.00	17.80
			03	33,324	1276.30	18.24
			04	34,585	1325.10	18.93
1347 Home Visitor	79AA	70	01	31,908	1218.70	17.41
			02	33,178	1271.20	18.16
			03	34,567	1324.40	18.92
			04	35,919	1376.20	19.66
1474 Legal Clerk Grade 2	79AN	70	01	32,283	1236.90	17.67
			02	33,909	1299.20	18.56
			03	35,590	1363.60	19.48
			04	37,380	1432.20	20.46
85 Clerk Grade 2	79AR	70	01	32,320	1238.30	17.69
			02	33,087	1267.70	18.11
			03	34,676	1328.60	18.98
			04	35,937	1376.90	19.67
57 Traffic Counter Technician	7951	70	01	32,338	1239.00	17.70

LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1992 - DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
55 Senior Traffic Counter Technician	7945	70	01	32,539	1246.70	17.81
			02	33,398	1279.60	18.28
			03	35,042	1342.60	19.18
			04	36,449	1396.50	19.95
294 Graphic Designer Grade 2	7945	70	01	32,539	1246.70	17.81
			02	33,398	1279.60	18.28
			03	35,042	1342.60	19.18
			04	36,449	1396.50	19.95
1286 Assistant Supervisor - Pavement Markings	7999	80	01	32,343	1239.20	15.49
			02	34,097	1306.40	16.33
			03	35,809	1372.00	17.15
			04	37,563	1439.20	17.99
23 Cleaner- Heavy Duties	7992	80	01	32,615	1249.60	15.62
29 Food Supervisor	7944	80	01	32,865	1259.20	15.74
86 Audit Clerk Grade 5	7995	70	01	33,087	1267.70	18.11
			02	33,836	1296.40	18.52
			03	35,426	1357.30	19.39
			04	36,668	1404.90	20.07
286 Music Instructor	7943	70	01	33,288	1275.40	18.22
			02	34,366	1318.70	18.81
			03	37,070	1422.00	20.60

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LOCAL UNION 79 –WAGE RATE SCHEDULE 2 –JANUARY 1, 1992 – DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
588 Quality Control Investigator	79AC	70	01	33,398	1279.60	18.71
			02	34,256	1312.50	18.75
			03	35,919	1376.20	19.66
			04	37,326	1430.10	20.43
914 Communications Co-ordinator	7942	70	01	33,398	1279.60	18.71
			02	35,042	1342.60	19.18
			03	36,449	1396.50	19.95
			04	38,422	1472.10	21.03
439 Teaching Homemaker	7946	80	01	33,408	1280.00	16.00
			02	34,472	1329.80	16.62
			03	35,642	1389.80	17.37
			04	36,886	1405.60	17.57
234 Signals Assistant. 427 Assistant Supervisor of Signals	79AT	70	01	33,452	1281.70	18.31
			02	34,310	1314.60	18.78
			04	37,417	1433.60	20.48
1170 Computer Operator	7998	70	01	33,452	1281.70	18.31
			02	35,006	1348.90	19.27
			03	36,542	1415.40	20.22
			04	38,696	1482.60	21.18

## LOCAL UNION 79 – WAGE RATE SCHEDULE 2 – JANUARY 1, 1992 – DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
486 Printing Operator	7941	80	01	33,638	1288.80	16.11
			02	36,329	1353.60	16.92
			03	38,958	1416.00	17.70
			04	38,691	1482.40	18.53
1264 Microcomputer Technician	7928	70	01	33,708	1291.50	18.45
			02	35,005	1340.80	19.16
			03	36,302	1390.00	19.86
			04	37,654	1442.70	20.61
114 Chemist's Assistant Grade 1	79AG	70	01	33,854	1297.10	18.53
			02	35,517	1360.80	19.44
			03	36,942	1415.40	20.22
			04	38,897	1490.30	21.29
1360 Recreation Therapist	79AJ	70	01	33,891	1298.50	18.55
			02	35,170	1347.50	19.25
			03	36,449	1396.50	19.95
			04	37,764	1446.90	20.67
94 Welfare Visitor Grade 1	79AK	70	01	34,128	1307.60	18.68
			02	35,206	1348.90	19.27
			03	36,631	1403.50	20.05
			04	37,855	1450.40	20.72

LOCAL UNION 79 – WAGE RATE SCHEDULE 2 – JANUARY 1, 1992 – DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
297 Planning Technician	7939	70	01	34,165	1309.00	18.70
			02	35,700	1367.80	19.54
			03	37,326	1430.10	20.43
			04	38,897	1490.30	21.29
			05	40,706	1559.60	22.28
			06	42,679	1635.20	23.36
			07	44,889	1719.90	24.57
			08	47,356	1814.40	25.92
100 Engineer's Assistant Grade 1	7980	70	01	34,877	1336.30	19.09
			02	35,754	1369.90	19.57
			03	37,417	1433.60	20.48
			04	38,805	1486.80	21.24
1213 Security Guard	7949	80	01	34,932	1338.40	16.73
1195 Rehabilitation Assistant	7940	80	01	34,974	1340.00	16.75
			02	35,959	1377.60	17.22
			03	36,916	1414.40	17.68
			04	37,876	1451.20	18.14
115 Audit Clerk Grade 4	79A6	70	01	35,005	1341.20	19.16
			02	36,631	1403.50	20.05
			03	38,111	1460.20	20.86
			04	40,048	1534.40	21.92

LOCAL UNION 79 -- WAGE RATE SCHEDULE 2 -- JANUARY 1, 1992 -- DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Hours	Step	Bi-weekly		
				Annual	Bi-weekly	Hourly
552 Weighmaster	7937	80	01	35,078	1344.00	16.80
• 388 Assistant Hostel Supervisor	7938	80	01	35,517	1360.80	17.01
			02	36,886	1405.60	17.57
92 Storekeeper Grade 2	79AM	80	01	36,060	1381.60	17.27
293 Graphic Designer Grade 1	7932	70	01	36,449	1396.50	19.95
384 Sys' ems Analyst			02	37,855	1450.40	20.72
			03	39,354	1507.80	21.54
			04	41,144	1576.40	22.52
137 Application Technologist	7931	70	01	36,449	1396.50	19.95
			02	38,714	1483.30	21.19
			03	41,235	1579.90	22.57
			04	44,177	1692.60	24.18
			05	47,155	1806.70	25.81
127 Clerk Grade 1	79AS	70	01	37,106	1421.70	20.31
			02	38,513	1475.60	21.08
			03	39,975	1531.60	21.88
			04	41,783	1600.90	22.87
422 Works Dispatcher	7929	80	01	37,313	1429.60	17.87
566 Roads Dispatcher						

LOCAL UNION 79 – WAGERATE SCHEDULE 2 – JANUARY 1, 1992 – DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
144 Audit Clerk Grade 3	7930	70	01	37,454	1435.00	20.50
			02	39,299	1505.70	21.51
			03	41,126	1575.70	22.51
			04	43,081	1650.60	23.58
276 Maintenance Inspector 1223 Maintenance Patroller	7926	80	01	37,876	1451.20	18.14
1566 Fire Systems inspector	79A5	70	01	38,093	1459.50	20.85
			02	39,975	1531.60	21.88
			03	41,674	1596.70	22.81
			04	43,464	1665.30	23.79
357 Assistantvaluator-Negotiator	7922	70	01	38,624	1487.50	21.25
			02	40,364	1562.20	22.06
			03	41,455	1588.30	22.69
			04	42,935	1645.00	23.50
745 Grants Inspector	7982	70	01	39,080	1497.30	21.39
			02	40,468	1550.50	22.15
			03	42,368	1623.30	23.19
			04	44,323	1698.20	24.26
77 Mate	7921	80	01	39,213	1502.40	18.78

LOCAL UNION 79 - WAGERATE SCHEDULE 2 - JANUARY 1, 1992 - DECEMBER 31, 1992

Position And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
346 Engineering Technologist 584 Family Court Clerk	7920	70	01	39,354	1507.80	21.54
			02	42,944	1576.40	22.52
			03	44,889	1645.00	23.50
			04	44,889	1719.90	24.57
249 Librarian 516 Assistant Nutritionist	7919	70	01	39,354	1507.80	21.54
			02	41,144	1576.40	22.52
			03	42,989	1647.10	23.53
			04	45,072	1726.90	24.67
371 District Enforcement Officer	79AD	70	01	39,573	1516.20	21.66
			02	40,395	1547.70	22.11
			03	41,966	1607.90	22.97
			04	43,373	1661.80	23.74
503 Counsellor	79AY	70	01	39,847	1526.70	21.81
			02	41,254	1580.60	22.58
			03	42,368	1623.30	23.19
			04	43,903	1682.10	24.03
361 Legal Clerk Grade 1	79AV	70	01	40,030	1533.70	21.91
			02	41,820	1602.30	22.89
			03	45,547	1828.30	26.12

LOCAL UNION 79 -- WAGE RATE SCHEDULE 2 -- JANUARY 1, 1992 -- DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly		Annual	Bi-weekly	Hourly
		Hours	Step			
66 Roads Inspector	7918	80	01	40,131	1537.60	19.22
960 Engineer's Assistant -Billing	7924	70	01	39,865	1527.40	21.82
			02	41,126	1575.70	22.51
			03	42,642	1633.90	23.34
			04	44,341	1698.90	24.27
67 Work Inspector	7996	80	01	40,549	1553.60	19.42
292 Senior Graphic Designer	7984	70	01	40,651	1557.50	22.25
			02	42,569	1631.00	23.30
			03	44,323	1698.20	24.26
			04	46,424	1778.70	25.41
965 Facilities Planning Specialist	7917	70	01	40,706	1559.60	22.28
			02	42,679	1635.20	23.36
			03	44,889	1719.90	24.57
			04	47,356	1814.40	25.92
146 Pharmacist	7916	70	01	40,925	1568.00	22.40
			02	42,861	1642.20	23.46
			03	44,798	1716.40	24.52
			04	46,735	1790.60	25.58

LOCAL UNION 79 -- WAGE RATE SCHEDULE 2 -- JANUARY 1, 1992 -- DECEMBER 31, 1992

Position Code	And Title	Payroll Grade	Bi-weekly Hours	Step	Annual	Bi-weekly	Hourly
129	Engineer Assistant Grade 1A	79A8	70	01	41,272	1581.30	22.59
				02	42,606	1632.40	23.32
				03	44,088	1689.00	24.13
143	Chemist	79A4	70	01	41,473	1589.00	22.70
				02	43,428	1663.90	23.77
				03	45,401	1739.50	24.85
				04	47,319	1813.00	25.90
1262	Physiotherapist	79A9	80	01	43,702	1674.40	20.93
				02	46,500	1781.60	22.27
				03	49,256	1887.20	23.59
				04	52,033	1993.60	24.92
51	Roads Foreman Grade 2	7914	80	01	41,656	1596.00	19.95
52	Works Foreman Grade 2						
256	Parks Foreman Grade 2						
84	Supervisor - Traffic	79AX	80	01	42,073	1612.00	20.15
118	Storekeeper Grade 1	7913	80	01	42,219	1617.60	20.22
				02	43,848	1680.00	21.00
				03	45,498	1743.20	21.79
				04	47,627	1824.80	22.81



LOCAL UNION 79 – WAGE RATESCHEDULE2 –JANUARY 1, 1992 – DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
					Bi-weekly	Hourly
1122 Registered Nurse	7990	80	01	42,470	1627.20	20.34
			02	43,838	1680.00	21.00
			03	45,206	1732.80	21.66
			04	46,574	1785.60	22.32
			05	48,400	1854.40	23.18
315 Planner	7912	70	01	42,861	1642.20	23.46
			02	45,072	1726.90	24.67
			03	47,356	1814.40	25.92
			04	51,101	1957.90	27.97
			05	53,774	2058.00	29.40
			06	56,454	2163.00	30.90
			07	59,469	2278.50	32.55
			08	62,484	2394.00	34.20
155 Methods Analyst 287 Computer Programmer 1432 Transportation Systems Analyst	7911	70	01	42,861	1642.20	23.46
			02	45,182	1731.10	24.73
			03	47,429	1817.20	25.96
			04	49,658	1902.60	27.18
1167 Archivist	7959	70	01	43,464	1665.30	23.79
			02	45,273	1734.60	24.78
			03	47,082	1803.90	25.77
			04	48,909	1873.90	26.77
			05	50,736	1943.80	27.76

LOCAL UNION 79 - WAGE RATE SCHEDULE 2 - JANUARY 1, 1992 - DECEMBER 31, 1992

Position Code And Title	Payroll Grade	Hours	Step	Annual	Bi-weekly	Hourly
158 Family Counsellor	7909	70	01	43,844	1681.40	24.02
356 Valuator - Negotiator Grade 2			02	45,511	1743.70	24.91
1256 Prosecutor			03	46,844	1794.80	25.64
			04	48,964	1876.00	26.80
744 Planning Officer	7985	80	01	43,859	1680.80	21.01
			02	45,539	1744.30	21.81
			03	46,917	1797.50	22.47
			04	48,964	1876.00	23.45
378 Research Analyst	7908	70	01	43,858	1684.20	24.06
			02	45,886	1761.90	25.17
			03	48,470	1857.10	26.53
			04	50,845	1949.10	27.83
369 Vehicle Maintenance Inspector	7910	80	01	44,015	1686.40	21.08
1168 Senior Archivist	7974	70	01	45,255	1733.80	24.77
			02	47,994	1809.20	25.76
			03	48,872	1872.50	26.75
			04	50,681	1941.80	27.74
465 Ambulance Dispatcher	7907	80	01	45,477	1742.40	21.78

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LOCAL UNION 79—WAGE RATE SCHEDULE 2 —JANUARY 1, 1992 — DECEMBER 31, 1992

Position Code	And Title	Payroll Grade	Biweekly Hours	Step	Annual	Bi-weekly	Hourly
97	Roads Foreman Grade 1	79AF	80	01	46,416	1778.40	22.23
255	Parks Foreman Grade 1						
257	Arborist Foreman Grade 1						
98	Works Foreman Grade 1	7905	80	01	46,416	1778.40	22.23
578	Senior Ambulance Dispatcher						
434	Senior Programmer	7904	70	01	46,844	1794.80	25.64
				02	49,512	1897.00	27.10
				03	52,015	1992.90	28.47
				04	54,554	2090.20	29.86
101	Automotive Mechanic Foreman	7903	80	01	48,066	1841.60	23.02
355	Valuator -Negotiator Grade 1	7902	70	01	48,251	1848.70	26.41
				02	49,640	1901.90	27.17
				03	51,448	1971.20	28.16
				04	53,275	2041.20	29.16
481	Auditor Grade 2	7901	70	01	50,845	1948.10	27.83
				02	53,129	2035.60	29.08
				03	55,541	2128.00	30.40
				04	58,501	2241.40	32.02

\*\* Progression in positions having a maximum of a 1 year schedule shall be automatic, Increments may be recommended on each 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

MSB 1S1

**LETTER OF INTENT**  
**Transfer To Parttime 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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**3 (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.T."

**3 (B) METRO PLAN**

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.

4) 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 (8) pay periods, including, initially, time worked in the Full-time Unit prior to the transfer.

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

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6) 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 12 of the Full-Time Agreement.

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  
Director, Labour Relations

July 18, 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  
Quarterly Establishment Report

Further 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:

- 1) The establishment of each position.
- 2) The number of permanent incumbents in each position.
- 3) The number of temporary incumbents in each position.

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4) A listing of all permanent positions vacant for more than ninety (90) days indicating the status of each of these vacancies.

Yours very truly,

Harold M. Ball  
Director, Labour Relations

**February 27, 1986**

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**  
Hours of Work

This is to confirm that where it is proposed that 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 concerned, Local 79, and the Personnel Department, in each instance of such request being made.

Yours very truly,

"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:

R E 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. Bail  
Director, Labour Relations

**July 18, 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**  
Employment Security

Further to the undertaking set out in the Memorandum of 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 returning work to the Local 79 bargaining unit which had been previously performed by members of the bargaining unit and has since been contracted out.

Yours very truly,

Harold M. Ball  
Director, Labour Relations

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 (1) day for each ten (10) weeks worked.

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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 (10) days in a two (2) year period.

(B) All time off, other than paid vacation, designated holidays or lieu days which exceed five (5) days in a ten (10) week period, must be made up before the lieu day is 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.

Meal 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 overtime rate of pay.

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Will 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,

"W. 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 undertaking as 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.

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5) Physical demands analysis of jobs for suitability for rehabilitation purposes.

6) 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  
Director, Labour Relations

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 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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Any 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,

Harold M. Ball  
Director, Labour Relations

July 18, 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~~ <sup>2/6</sup> 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

June 23, 1987

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 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.

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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.

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 (8) pay periods, including time worked in the full-time unit prior to the commencement of leave.

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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 **forty-eight (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 (2) weeks.

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

Dear Mr. Rose:

**RE: LETTER OF INTENT**  
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.

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. <sup>67</sup><sub>e</sub>

Yours very truly,

Commissioner of Personnel



July 4, 1991

Mr. Steven David, President  
C.U.P.E., Local 79  
257 Adelaide Street West, Suite 300  
Toronto, Ontario  
M5H 1X9

Dear Mr. David:

RE: **LETTER OF INTENT**  
No Fault Insurance

In accordance with the undertaking as set out in the Local 79 Memorandum of Agreement with respect to the renewal of the 1991-1992 Collective Agreement, the Metropolitan Corporation **agrees** that where an employee is absent **from work** as a result of a non-occupational injury, he shall suffer no loss of seniority should he elect to receive benefits *from* his insurer rather than utilize his bank of accumulated *sick* credits.

Yours very truly,

Harold M. Ball  
Director, Labour Relations

July 4, 1991

Mr. Steven David, President  
C.U.P.E., Local 79  
257 Adelaide Street West, Suite 300  
Toronto, Ontario  
M5H 1X9

Dear Mr. David:

RE: LETTER OF INTENT  
Pension Plan

In accordance with the undertaking as set out in the Local 79 Memorandum of Agreement with respect to the renewal of the 1991-1992 Collective Agreement, the parties agree to meet during the term of the Collective Agreement and attempt to negotiate improvements to the pension plans.

Included in these negotiations will be earlier retirement provisions (including specialized provisions for certain positions within the Ambulance Department), purchase of other government service, improved access to pensions, pensions based on the best thirty-six (36) months, the cost of the buy-back provisions to be amortized over several years, and a pension protection package (i.e. retirement allowance).

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**Such meeting(s) shall take place within the sixty (60) day period following the ratification of this Memorandum of Agreement by the Metropolitan Council.**

**Yours very truly,**

**Harold M. Ball  
Director, Labour Relations**

July 4, 1991

Mr. Steven David, President  
C.U.P.E., Local 79  
257 Adelaide Street West, Suite 300  
Toronto, Ontario  
M5H 1X9

Dear Mr. David:

RE: LETTER OF INTENT  
General Leave

In accordance with the undertaking as set out in the Local 79 Memorandum of Agreement with respect to the renewal of the 1991-1992 Collective Agreement the Metropolitan Corporation agrees to further discuss with Local 79 during the term of the Collective Agreement an Extended Leave of Absence Policy, such discussion to include terms and conditions for a funded leave plan.

Yours very truly,

Harold M. Ball  
Director, Labour Relations

July 4, 1991

Mr. Steven David, President  
C.U.P.E., Local 79  
257 Adelaide Street West, Suite 300  
Toronto, Ontario  
M5H 1X9

Dear Mr. David:  
RE: **LETTER OF INTENT**  
Employment Equity

In accordance with the undertaking as set out in the Local 79 Memorandum of Agreement with respect to the renewal of the 1991-1992 Collective Agreement the parties agree that they shall continue to discuss during the term of the Collective Agreement Employment Equity issues. Priority items shall include:

- i) Metro wide promotion system:
- ii) Increasing the opportunities for full-time permanent jobs for casual, part-time and temporary status employees;
- iii) Promotion and/or upgrading as opposed to alternate rate:
- iv) Improving training and development opportunities for employees in entry-level positions;

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v) Career planning, training and development.

Yours very truly,

**Harold M. Ball**  
Director, **Labour Relations**



July 4, 1991

Mr. Steven David, President  
C.U.P.E., Local 79  
257 Adelaide Street West, Suite 300  
Toronto, Ontario  
M5H 1X9

Dear Mr. David:

RE: **LETTER OF INTENT**  
Quarterly Alternate Rate Report

In accordance with **the** undertaking as set out in the Local 79 Memorandum of Agreement with respect to the renewal of the 1991-1992 Collective Agreement, the Commissioner of Personnel will provide the **Union** with a quarterly report regarding Alternate Rate assignments which exceed thirty (30) continuous days, that occur either within the Local 79 bargaining unit or between the Local 79 and Local 43 bargaining units. This report shall contain **the** following information.

- 1) the "establishment" of the position to which the alternate rate has been assigned,
- 2) The number of permanent and temporary incumbents within the classification to which the alternate rate has been assigned,

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3) The length of time the employee has been continuously working in the alternate rate position.

Yours very truly,

Harold M. Ball  
Director, Labour Relations

August 6, 1991

Mr. Steven David, President  
C.U.P.E., Local 79  
257 Adelaide Street West. Suite 300  
Toronto, Ontario  
M5H 1X9

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Dear Mr. David:

**R E** LETTER **OF** INTENT  
Deregulated Prescription Drugs

This is to confirm the undertaking given to you during negotiations on the 1991-1992 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 1991-1992 collective agreement.

Yours very truly,

Harold M. Ball  
Director, Labour Relations

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**ALPHABETICAL INDEX –  
1991-92 AGREEMENT**

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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